KEI MUA I TE AROARO O TE RŌPŪ WHAKAMANA
I TE TIRITI O WAITANGI

BEFORE THE WAITANGI TRIBUNAL WAI 2200

IN THE MATTER OF	the Treaty of Waitangi Act 1975
AND	
IN THE MATTER OF	The Porirua ki Manawatū District Inquiry (Wai 2200)

BRIEF OF EVIDENCE OF NIGEL DOUGLAS MOUAT

Dated: 8 July 2019

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MAY IT PLEASE THE TRIBUNAL

Introduction

1. My full name is Nigel Douglas Mouat. I am retired.
2. I am the former Controller of Domestic Air Services with the Ministry of Transport. I held that position (and its predecessors and successors) for some 13 years, from approximately 1983 until 1996. I held the position of Controller of Domestic Air Services throughout the period the Crown was considering, and ultimately selling, its interests in the Paraparaumu aerodrome.
3. I started at the Ministry of Transport in 1978 as an advisory officer in the Air Services Policy branch. From 1978 until 1984 I was involved in domestic air service policy including advising the Air Services Licensing Authority on applications for licences or changes to licences. I was heavily involved in the development of the 1981 White Paper "Domestic Air Services of New Zealand" and subsequent implementation of the economic deregulation of domestic air services.
4. From approximately 1984/85 until 1996, I was heavily involved in the implementation of the government's policy to corporatize viable joint-venture airports,[1] and the implementation of a commercial charging approach at the remaining joint venture airports.
5. In 1996 I moved on to multilateral international relations work for the Ministry of Transport and so ceased my involvement in the Paraparaumu aerodrome and was not directly involved in any subsequent events, including the Inquiry by the Transport and Industrial Relations Select Committee, until the Auditor-General's inquiry in 2005.
6. In the late 1960s I obtained a private pilot licence and over the course of the following 15 or so years accumulated over 400 flying hours mainly at Wellington and Paraparaumu airports, including glider towing at Paraparaumu. From 1988, when the Air Services Policy branch assumed responsibility for the Crown's remaining civil aerodromes, I acquired knowledge of the regulatory and safety requirements for aerodrome operation.
7. I note I have been specifically named in a number of the briefs of evidence filed by tangata whenua witnesses in this Inquiry and am therefore the most appropriate person to provide the evidence contained in this brief. I note that some 24 years have passed since the events surrounding the sale of the Paraparaumu aerodrome took place. I provide my evidence on the basis of my recollection of events, having reminded myself of some of the

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1 New Zealand then had 24 airports operated in mainly 50/50 partnerships between the Crown and local authorities.

events by reviewing, again, the Report of the Controller and Auditor-General: Inquiry into the Sale of Paraparaumu Aerodrome by the Ministry of Transport, September 2005 – "**the Auditor-General's Report**", as copy of which appears at **Appendix A** hereof.

8. I have not gone back to Ministry of Transport documentation as I believe that all of the relevant information pertaining to the events leading up to the sale of the aerodrome are sufficiently contained in both the Auditor-General's Report and the Independent Specialist Adviser's Report of 18 March 2004 (appended to the Report of the Transport and Industrial Relations Committee (**Appendix B** hereof). I also note there is a part of the Crown Forestry Rental Trust commissioned report authored by Heather Bassett and Richard Kay for this Waitangi Tribunal Inquiry which reports on the Paraparaumu airport lands.[2]

9. Given this extensive study, debate and reporting on the matters to do with the airport, I do not propose to recite any of the factual history other than where necessary to respond to the evidence of tangata whenua witnesses in this Inquiry. I also make some brief comments about what is reported in the Bassett & Kay Report.

10. I, of course, am not qualified to speak of the events related to the compulsory acquisition of the airport lands, nor events relating to the airport prior to 1988 when those functions were transferred to the Air Services Policy Branch of the Air Transport Division of the Ministry from the Civil Aviation Division dealing with safety. My evidence only addresses issues after this time, of which I have personal knowledge, and which have been identified in the course of this Inquiry to date.

11. I give this evidence at the request of the Ministry of Transport. I do so honestly and impartially.

Initial comments

12. I understand the grievances of the Wai claimants relating to Paraparaumu airport include:
    a. The compulsory acquisition of the airport lands (on which I cannot comment);
    b. The use of the airport lands after the end of World War II (on which I cannot comment);
    c. The process followed by the Crown in selling the airport land including, but not limited to, the consultation with the successors of the original land owners;
    d. The ultimate alienation of the airport lands from the tangata whenua by reason of the successive sale of the various land blocks and a failure in the protection against

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2 Wai 2200, #A211

alienation thought to have been established by section 3A(6A) of the Airport Authorities Act 1966.

13. I would like to say at the outset that it was never the Ministry's, or the Crown's, intention that through the sale of the Crown's interest in Paraparaumu aerodrome there would ultimately end up being a situation where the successors[3] of the original owners of the airport land blocks would be denied the opportunity to acquire the land originally occupied by their tupuna. As is set out in paragraph [3.2] of the Auditor-General's Report, the Ministry was aware from the outset that the Crown had responsibilities to those with interests in the aerodrome land, which would have to be considered. Those responsibilities arose under both the Public Works Act (ss 40-42) and the principles of the Treaty of Waitangi.

14. I believe that the nature of our engagement with local Māori was undertaken absolutely in good faith. We took our responsibilities seriously and sought to do what we were advised we needed to do in order to meet those responsibilities. We:

    14.1 acted in good faith with not only the successors and descendants of the former Maori owners but with the successors of the former non-Maori owners; that is, we treated all equally and without discrimination;

    14.2 sought to be as well-informed as we could be, by taking advice from the Crown Law Office, the Treaty of Waitangi Policy Unit and Te Puni Kōkiri as to who we ought to consult in order to identify the successors of the former Maori owners, and then doing as we were advised; and

    14.3 sought to avoid creating impediments to redressing grievances.

15. The Auditor-General's Report made some findings regarding what more could have been done in terms of consultation with hapū members with interests in the land. Those findings are set out in Part 4 of the Report. At the time of the issue of the Auditor-General's Report, the Ministry, although not agreeing its consultation had been lacking, accepted those findings in good faith given the findings were made with the benefit of over a decade of hindsight. It should be emphasised, however, that the Auditor-General's report found:

    15.1 There was no question about the good faith which the Ministry placed, in the period leading up to the sale, in section 3A(6A) of the Airport Authorities Act

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3 I do wish to draw the distinction between the 'successors' of the original land owners, to whom Public Works Act obligations were owed, and the 'descendants' of the original land owners, to whom Treaty obligations are owed. We took all of our obligations, to both groups (of which, of course, there would have been some overlap), seriously.

and the duties the Ministry believed it imposed on the purchaser of the airport company;[4]

15.2 The Ministry had relied on the advice of other departments in respect of the Public Works Act and the Treaty of Waitangi, and it was "cautious" about taking any step which might unintentionally have triggered "offer-back" rights for former owners;[5]

15.3 There was "no doubt that Ministry officials communicated in good faith with the one former landowner" who had been in regular contact with the Ministry and had taken "reasonable efforts to keep her informed of developments". [This person was Mrs Huirangi Lake and we believed she was consulting widely with her whanau.[6]]

15.4 The approach the Ministry took in consulting with those five groups who had submitted Waitangi Tribunal claims in relation to Paraparaumu land "was acceptable at the time, and remains so";[7] and

15.5 There was a "genuine attempt at consultation with Maori interests". "Ministry officials thought at the time they had gone to considerable lengths to treat the claimants as fairly as they could, and to give them every opportunity to satisfy themselves of the position."[8]

16. I confirm we did rely upon the advice of other departments in respect of the Public Works Act and the Treaty of Waitangi obligations of the Crown, as found by the Auditor-General (at [4.3]).

17. I believed then and continue to believe now that the judgment of Justice Neazor was also confirmation that our confidence in those protections were well founded. We did not foresee, and could not have foreseen, in 1995, that the lands later deemed surplus to the airport operations (both the Avion Terrace residential area and the lands at the eastern end of the airport which is now commercially developed) would not be offered back to the original owners.

18. It is necessary to explain the Ministry's conclusion that it was, at the time the process for the sale of the aerodrome was being developed, not feasible to offer back any of the originally acquired parcels of land under the Public Works Act. The fact is that the

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4 Auditor-General's Report at [4.3].

5 Auditor-General's Report at [4.3].

6 Auditor-General's Report at [4.8].

7 Auditor-General's Report at [4.9].

8 Auditor-General's Report at [4.10].

runways and associated clearways and approach slopes at each end, as well as the taxiways and operational infrastructure of the airport intersected virtually all of the titles. This is best seen in the aerial photograph, with mapping overlay of the boundaries of the block, which appears at page 421 of the Public Works Issues Report by Heather Bassett and Richard Kay.[9] I believe the east-west runway, at the time of the compulsory acquisition, would have extended further east into the Ngarara West B4 block and even if not the actual runway, certainly the associated clearway and approach slope.

19. It was not considered feasible to offer back land on which operational areas and airport infrastructure was located and it was considered that if the Crown offered back any one land block, this would have almost certainly diminished the capacity of the airport to continue to operate as an airport and there was a reasonable concern within the Ministry that it could have quite possibly resulted in the closure of the airport. Neither the Government nor the local community wanted closure of the airport to be the outcome.

20. While this might seem overly technical, I think it is important for the Tribunal to understand that we could have only commenced discussions relating to offering the land back to the successors of the original owners if we had first closed the airport.

Bassett & Kay *Public Works Issues Report*: Wai 2200, #A211

21. I have read Part 8 of the Bassett & Kay report which relates to the Paraparaumu Airport.

22. The aerodrome history recorded in the report accords with what I have always understood.

23. The discussions about the acquisition of the various parcels of land also accords with my understanding and confirms that all of the land was freehold.

24. There is discussion on page 425 which contains some errors including:

    24.1 "The Crown choosing to sell the airport would mean it was no longer required for public purposes…" This is not correct. Selling the Crown's interest in the aerodrome land did not make the aerodrome no longer a public work. The strict limitations on who might be eligible to tender for the sale – specifically, being a 'user group' – demonstrated the Crown's goal of retaining the public amenity;

    24.2 "… this assumption was based on the view that Māori ownership would close the airport and it denied former owners the opportunity of forming a joint venture to finance purchasing the airport and the development of surplus land." We never made an assumption that "Māori ownership would close the airport".

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9 Wai 2200, #A211.

Our concern – which is a legitimate concern in my view – was that offering back the land at that time might result in diminishment of the capacity of the airport to continue to operate, and there was a reasonable concern within the Ministry that it could have quite possibly resulted in the closure of the airport. I deny there was ever any racial component to any of the decision-making.

24.3 "An early approach by a Māori trust which proposed a lease-back to the Crown was rejected…". I have no knowledge of any such proposal and I note that the authors do not cite any evidence of any such proposal being put to the Ministry of Transport or to the Crown. If such a proposal had been received, there would be records of it in the Ministry of Transport's files, which Mrs Bassett and Mr Kay have had access to.

25. Also on page 425 there is discussion about the fact that parts of the airport land "had long been used for non-aviation related purposes". This is correct however as airports developed throughout New Zealand, it became normal for there to be non-aviation leases that complemented the airport use; e.g. restaurants, cafes, fuel stations, mechanics, rental cars, etc. The reference to parts of the outer land blocks being leased for grazing or use by the community pony club do seem a little disingenuous; these blocks were required for airport operations, for example as part of approach slope protection.

Responses to allegations set out in tangata whenua briefs of evidence:

26. I turn now to respond to the various tangata whenua witnesses who have given evidence in relation to claims relating to the Paraparaumu aerodrome lands and who either identify me specifically or purport to address matters about which I have personal knowledge and believe it will assist the Tribunal to hear further evidence about.

27. I address these witnesses in no particular order.

<u>Wai 609: Bridget Mitchell (#F7)</u>

28. Firstly, I note that all of Ms Mitchell's discussion in her evidence regarding a meeting with Ministry of Transport officials at which it is alleged her mother, Yvonne Mitchell, presented an offer to purchase the airport for $2million is hearsay as clearly Ms Mitchell

was not present at that meeting. Accordingly, I do not propose to address those aspects of Ms Mitchell's evidence; I address the alleged $2million offer in my responses to the evidence of Mr George Jenkins, Mrs Muri Stewart and Mr Mark Mitchell below.

29. Ms Mitchell says at paragraph [23] of her evidence that she believes "that the Crown had predetermined that it would not sell the land to Māori". I deny this. There was never any such thought and, indeed, Russell Armitage, the consultant who was engaged by the Ministry to conduct the Treaty consultation process, had advised us that any Waitangi Tribunal claims or intended claims did not affect the disposal. My recollection is that Crown Law, Te Puni Kōkiri and the Office of Treaty Settlements all agreed with this at the time. Our other concern was of the protection of Public Works Act rights of former owners or successors who were not exclusively Maori.

30. I would also say that if a Māori consortium meeting the category of an eligible tenderer had submitted a tender, in accordance with the formal tender process, no thought would have been given to the fact it was a consortium of Māori. It is offensive to me to suggest I or my colleagues or Ministry management would have predetermined a matter such as this on the basis of race.

31. Ms Mitchell says at paragraph [24] of her evidence that the Crown "wrongly assumed that tangata whenua interests would be protected through section 40 of the Public Works Act and relied on its 1992 amendments to the Airport Authorities Act 1966". It is incorrect to suggest the Crown "assumed" anything. We did not assume the protections would be afforded through the 1992 amendment to the Airport Authorities Act; we had received advice to that effect and had, we believed, had this confirmed by Justice Neazor's judgment in the High Court. We relied upon this.

32. Ms Mitchell says at paragraph [27] of her evidence that the Crown "washed its hands of its duties under both the Public Works Act and the Treaty of Waitangi". I deny this and am sorry if claimants believe this to be the case. We did what we understood to be what was required in order to protect the interests of the successors of the former owners and Māori. As is stated in [3.49] of the Auditor-General's Report, we "believed that the principles of the Treaty had been adhered to and the consultation process has been extensive and claimants have had every opportunity to express their views." This was our belief at the time.

33. Ms Mitchell says at paragraph [40] of her evidence that "[s]ection 40(2)(a) was overlooked by the Crown when it purported that our rights would be protected". Section 40(2)(a) of the Public Works Act provides that an offer-back need not be made if it is considered

"impractical, unreasonable, or unfair to do so". I have already commented that there was a reasonable concern in the Ministry that any offer back of any title would have forced closure of the airport, which was not the government's intent. I do not believe that the Crown overlooked section 40(2)(a); the decision as to whether it would be, at a time in the future when land was identified as surplus, "impractical, unreasonable, or unfair" or offer the land back under the provisions of section 40 was passed to the purchaser of the airport company lands. As I discuss below, the Crown went to some lengths to ensure that the purchaser of the airport lands met its section 40 obligations.

34. While I was not involved, I am aware that Paraparaumu Airport Ltd disposed of Avion Terrace land soon afterwards, and around 2000/2001 some land to the west of east-west for commercial development. In the absence of a contractual obligation requiring disclosure, it was considered there was no legal obligation option available to require Paraparaumu Airport Limited to disclose its s 40 Public Works Act process to the Minister of Transport. I understand that while Paraparaumu Airport Ltd refused to confirm to the Minister that it had fulfilled the s 40 duties, the indications reported through the media at the time were to the effect that it believed it had.

35. Thus we felt that there was nothing more we could do to determine whether Paraparaumu Airport Limited had met its section 40 obligations. The contract (selling the land to the company) was silent on a requirement for statutory obligations to be meet. I can only presume that the thinking at the time would have been along the lines of: 'Why do we need a contractual provision saying they have to comply with statutory obligations? Doesn't it go without saying?' It seems nonsensical to me that a contractual provision would be required in every contract which <u>contractually</u> binds parties to that contract to comply with their statutory obligations. I do not think anyone even thought of including such a contractual provision in the sale contract at the time.

36. It also must be remembered that Paraparaumu Airport Limited maintained it <u>had</u> met its section 40 obligations. I am not aware of any findings that it had not.

<u>Wai 609: Joanne Lake Bramley (#F29)</u>

37. At paragraph [14] of her evidence, Mrs Bramley says that the then Minister for Treaty Negotiations, Sir Doug Graham, requested to meet with Mr Jenkins, Mr Higgott, Mr Love, Mrs Mitchell and Crown officials. I have no recollection of any meeting with Sir Doug Graham being advised to the Ministry of Transport.

38. At paragraph [15] of her evidence, Mrs Bramley says they "requested the opportunity to submit a tender and [were] turned down because the Crown asserted 'you Māori people are not users of the airport.'" I strongly dispute this and in fact find this very offensive. The suggestion that the Crown had a mindset that Māori were not users of the airport is not right. I have already commented that we would have considered a tender from any eligible tenderer, including a consortium which may have included Māori whether those individual Māori were airport users or not.

39. I note that at paragraph [4.20] of the Auditor-General's Report it says the Ministry did not consider whether Māori or other former owners could be invited to tender for the aerodrome either on their own or in conjunction with another group. Officials considered they were not in a position to do so because, although the Cabinet directive to sell the aerodrome referred to "other local groups" as well as user groups, the Ministry had been instructed that the term "other local groups" should be confined to the Wellington Airport Company and the Kapiti Coast District Council. Thus, unless a consortium which included members of the Puketapū hapū (or other local Māori asserting rights and interests in the airport (remembering that there were five separate claims before the Waitangi Tribunal at that time from different groups, all of whom we consulted)) had submitted an eligible tender, we were not in a position to consider whether 'Māori or other former owners' (as the Auditor-General put it) could be invited to tender for the aerodrome.

40. At paragraph [34] of her evidence, Mrs Bramley talks about how Murray Cole leased a warehouse that he sublet to 'Wellington bakeries'. I understand there is still misunderstanding as to what a "user group" meant, in the Information Memorandum issued by the Ministry. I recall we received advice to the effect that people who rented houses on Avion Terrace were not "users" of the airport. Rather, the term "user groups" was used to identify local aircraft operators and any aircraft operators that had used the airport in the preceding 12 months, as well as owners or lessees of airport infrastructure. Murray Cole leased a hangar site from the Ministry of Transport (via Landcorp as the Crown's agents). That made him a 'user'. I knew of Murray Cole as a fellow member of the Wellington Aero Club years before the sale (but in no way were we more than fellow members) and that he owned an aircraft (Cessna 182) which he hangered at Paraparaumu. I cannot recall how we described Mr Cole in the media release about the sale, but I have a feeling that he still had the aircraft then. It is important to note that Murray Cole's tender was from a consortium which included a local helicopter operator so clearly they were

eligible as a "user group". It is also important to note that the sale process was handled by the consultants at 'arm's length' from the Ministry so we could not influence it.

Wai 1620: George Jenkins (#F41)

41. I recall Mr Jenkins from our dealings over the airport. I definitely recall him and one or two others visiting John Edwards and I at the Ministry of Transport offices in Wellington but I do not recall that they identified themselves as anything other than descendants or relatives of the former owners. I have no recollection of Mrs Lake being present or being "taken to task" about failing to consult with her.[10] My recollection of the meeting was that we gave the standard explanation of the sale process and how the Public Works Act still protected the interests of the successors of the original owners, which they seemed to understand. I believe we would also have explained how we considered descendants/relatives to not be "users or local groups" as required to be eligible to submit a tender for the purchase of the aerodrome land.

42. At paragraph [18] of his evidence, Mr Jenkins says that they "found out about the sale of the airport by reading it in the paper - no one from the Crown came to tell us." Given the amount of consultation we had undertaken with, among others, Mrs Huirangi Lake, as well as the significant amount of local media being given to the issue of the sale of the airport, this is somewhat surprising to me.

43. It is not clear from Mr Jenkins' brief of evidence when he read about the sale of the airport in the newspaper. At paragraph [17] of his brief of evidence, Mr Jenkins says he was shown Mrs Lake's correspondence with ministries of the Crown and "not long after this"[11] to learning about the sale "[a]bout a week after the Pakaitore protest action"; I do not know when this was however I note the Pakaitore (Moutua Gardens) occupation commenced in February 1995 and ended on 18 May 1995. Mr Jenkins could be talking about anytime between late February to late May 1995.

44. By way of reminder, as is set out in the Bassett & Kay Public Works Issues Report, at page 397, the Information Memorandum for tenderers for the aerodrome land was issued by the Ministry of Transport on 17 February 1995.

45. At page 387-390 of the Bassett & Kay Public Works Issues Report there is reference to the press release issued by the Minister of Transport in 1991 about the plan to sell seven aerodromes which prompted contact with the Ministry by Mrs Lake and Mrs Erskine, and

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10 This is asserted by Mr Jenkins at paragraph [29] of his brief of evidence.

11 George Jenkins brief of evidence: #F41 at [18].

then the letter authored by me and sent to claimant groups dated 14 May 1993 which said:[12]

> In recognition of the Crown's Treaty of Waitangi obligation of good faith, the Ministry of Transport seeks the comments of the iwi and hapū that may be affected by the proposal for the sale of Paraparaumu aerodrome, before inviting any tenders.

46. I note that Mr Jenkins' own evidence refers to the many letters Mrs Lake had relating to the airport. One of those letters is from Mrs Lake to me dated 17 April 1995. It appears at **Appendix E**. In that letter, Mrs Lake writes on behalf of "the concerned descendants of Puketapu hapū". Mr Jenkins is specifically named in that letter as a representative of the hapū. This was most certainly not the first letter I had received from Mrs Lake and I had always understood her to be speaking as a representative of her wider whānau.

47. The Auditor-General's Report at paragraph [3.64] talks about having received a written account from "the Puketapu representative" of the meeting held on 19 May 1995 between Ministry of Transport officials and Puketapu hapū representatives. I believe that George Jenkins would have been one of those Puketapu representatives referred to.

48. At paragraph [3.65], the Auditor-General's Report records:

> We asked the representative why he and the other members of the group were not aware of the Ministry's intention to sell the aerodrome, given its regular communications with the one former landowner about the matter. He told us that he believed that the one former landowner or her adult children may have overlooked the correspondence, or failed to understand its significance.

49. The "one former landowner" referred to here is, I believe, Huirangi Lake. Mrs Lake never presented as anything other than lucid and mentally competent. She was also legally represented. The letter from her of 17 April 1995 also evidenced to us that she was acting in the wider interest of the Puketapu hapū.

50. I note Mr Jenkins' evidence about Mrs Lake showing him all of the correspondence with ministries of the Crown regarding the airport. The evidence of various of Mrs Lake's children presented to the Tribunal about the many meetings held at the whānau home, and the importance of the matter of the airport to their mother,[13] makes me doubt that Mrs Lake either "overlooking the correspondence" or "failed to understand its significance".

51. I recall Mrs Lake's solicitor contacted us after the media release of the intention to sell, and John Edwards (of Ministry of Transport) and I visited Mrs Lake and her solicitor at her

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12 See at page 390 of Bassett & Kay Public Works Issues Report: Wai A211. A copy of my letter of 14 May 1993 is attached as **Appendix** D and is also image 1833-1840 of the Bassett & Kay document bank.

13 See for example the brief of evidence of Denise Sandra Parata (nee Lake): #F40 at [14].

home. My recollection of that meeting is that Mrs Lake was very hospitable and that our discussions were conducted politely and constructively. We explained the continuing Public Works Act protection and she appeared satisfied. There was, I believe, further "how's it going" correspondence through her solicitor. I do not have copies of these documents, but I expect they would have been part of the many boxes of documents made available to Heather Bassett and Richard Kay for their writing of their Public Issues Report and/or to Suzanne Woodley for her Local Government Issues Report.

52. I also note at [7.6] of the Auditor-General's Report the following observation:

> We acknowledge that it is often very difficult for government departments to find out accurately who is representing whom, and relatively easy for a claimant group to say it was not consulted when in fact some of its members have been consulted. But it is important to bear in mind the need to obtain the views not only of iwi but also of hapū.

53. With the benefit of hindsight, I can understand that view. All I can say is we thought we were doing all we were required to do, in terms of consulting with the affected Māori., both in terms of their Public Works Act rights and their Treaty rights. I accept the findings of the Auditor-General's Report that there was more we could have done, although I do note that the Auditor-General's inquiry and report came a decade after the events into which it was inquiring.

54. At paragraph [30] of his evidence, Mr Jenkins refers to two boxes of documents which turned into only one box of documents. I have no knowledge of what he is referring to here but I do know that there are many more than just two boxes of documents containing records relating to the sale of the Paraparaumu aerodrome. These have, as I understand it, been made available to the historians engaged by the Tribunal/Crown Forestry Rental Trust to research this matter for the Tribunal. There is no reason that I can think of why anyone would have tried to prevent Mr Jenkins obtaining access to publicly available documents. I cannot comment on that any further.

55. At paragraph [33] of his evidence, Mr Jenkins discusses a joint tender by Te Whānau a Ngarara with Kapiti Aero Club and Wellington Tenths Trust. I have absolutely no knowledge of this whatsoever. I recall that Kapiti Aero Club were intending to tender in a consortium along with Murray Cole but that he subsequently went his own way.

56. At paragraph [34] of his evidence, Mr Jenkins discusses a meeting with myself and other members of the Ministry where he says a proposal was submitted in partnership with the Kapiti Aero Club and the Wellington Tenths Trust. The offer was apparently for $2million.

57. I do not recall any such meeting occurring. I only recall ever meeting with George Jenkins on the one occasion, which I refer to at paragraph 41 above. I do not remember any subsequent contact. If a proposal had been received for $2million, I would most certainly have recalled that. I do not recall ever being presented with any such proposal.

58. If such a proposal was only put verbally, as I understand Mr Jenkins told the Tribunal when questioned during an earlier hearing week, we would have advised the proponents to put the tender in writing and in accordance with the terms of the tender. We would not have been able to accept an oral offer, even if one had genuinely been made. I do not recall ever being presented with any such offer. If one had been made, it would have been incumbent on us to make a file note, including the reason for its rejection.

59. I do note, for completeness, that if a tender had been presented by a consortium including the Kapiti Aero Club (which clearly was a "user group") and with financial backing from the Wellington Tenths Trust, I am sure it would have been taken very seriously. We were seeking to maximise the return to the Crown but at the same time seeking to ensure the continued operation of the airport for as long as possible,[14] and to fulfil the Crown's Treaty and Public Works Act obligations.

Wai 609: Mark Mitchell (#E1)

60. Mr Mitchell says that he, too, was at a meeting with Ministry of Transport officials, including myself, sometime "in the 1990s" at which he says he "heard my mother make the offer, to the officials, of two million dollars for the airport. Some of the officials laughed. The comment was made that they "wouldn't bother" putting in such a bid. Their minds were already made up. We didn't feel treated with respect. There was some huffing and puffing while we talked. It was like they saw us as a spanner in the works."

61. As stated above, I do not recall any such meeting nor any such offer being made. Importantly, I do not believe that I or any of my colleagues ever treated any concerned people in a cavalier fashion.

Wai 609: Muri Stewart (#E2)

62. Mrs Stewart also says she was at a meeting with government officials in Wellington in the 1990s, at which Yvonne Mitchell made an offer to pay two million dollars for the airport. Mrs Steward says:

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14 The government could not of course ensure continuing operation in perpetuity.

> I saw and heard her make that offer. One official's response to the offer was to say that the price offered was too high and was unrealistic. I was flabbergasted and couldn't believe what I heard. After that we went on with the business of the meeting.

63. Again, I have no such recollection. As I said above, if an offer was put for $2million dollars which was substantiated as coming from an eligible user group and before the closing of the tender, the proponent would have been asked to put the offer in writing and in accordance with the tender. I cannot imagine anyone at the Ministry ever saying that an offer was "too high"; if I had heard that, I think that I, too, would have been flabbergasted.

Wai 875: Joint Statement of Evidence Of Hari Jackson, Poiria Love-Erskine, Matthew Love-Parata, Takiri Cotterill and Rowan Cotterill (#E2)

64. Paragraph [84] of this evidence refers to two former owners approaching the Ministry of Transport independently. One was Mrs Lake, "whom the Ministry kept in contact with". The other was Poiria Love Erskine who apparently wrote, on 7 August 1991, and supplied her home phone number to "N. Mowatt (sic) the Controller Domestic Air Services". That would be me.

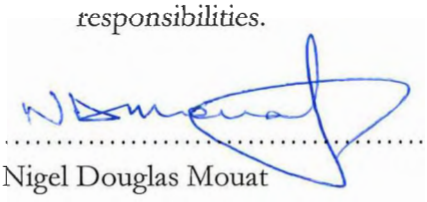
65. I am sorry to say that my recollection of Mrs Love-Erskine is dim, although I certainly do recall her name. I recall going alone to a meeting at Lindale Village organised by Matthew Love-Parata with others present. I recall I gave the standard explanation about Public Works Act protection. I have no recollection of any offers being made and I'm sure I made a file note of the meeting, however I do not have that now. I presume it would be in the Ministry of Transport files.

66. One thing that does strike me about the fact that Mrs Love-Erskine wrote to me in 1991 is that this shows that members of the Puketapu hapū, even if not known by that name by the Ministry of Transport at that time (I do not have Mrs Love-Erskine's letter so I do not know if she identified herself as representing, or being of, Puketapu hapū) knew about the proposed sale of the aerodrome well before Mr George Jenkins read about it in a newspaper in 1995. Again, I refer to the press release in 1991 which I refer to at paragraph 45 above.

Concluding remarks

67. I would like to conclude by reiterating what I said in paragraphs 13 and 14 above: In considering and ultimately proceeding with the sale of the airport lands through the vehicle

of an airport company, the Ministry was aware of the Crown's responsibilities to those with interests in the aerodrome land. Those responsibilities arose under both the Public Works Act and the principles of the Treaty of Waitangi. I believe that the nature of our engagement with local Māori was undertaken absolutely in good faith. We took our responsibilities seriously and sought to do what we were advised by the various specialist departments including the Crown Law Office we needed to do in order to meet those responsibilities.



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Nigel Douglas Mouat
8 July 2019