

ONE NEW ZEALAND FOUNDATION INC

P.O.Box 7113, Palmerston North, New Zealand. Email ONZF@bigpond.com.au

4 June 2014.

Complaints Officer,
Ombudsman's Office,
P.O.Box 10152,
Wellington, 6143.

Dear Sir/Madam,

Re: Review on the Findings of the Chief Ombudsman, Dame Beverley Wakem.

The One New Zealand Foundation Inc is concerned Dame Beverley Wakem our Chief Ombudsman and President of the International Ombudsman Institute may have failed in her duty to, *“Protect the people against violation of rights, abuse of powers, error, negligence, unfair decisions and maladministration and to improve public administration while making the government's actions more open and its administration more accountable to the public”*.

In 1995 the New Zealand government acquired freehold titled land “under duress” from an innocent New Zealand farmer, Mr Allan Titford to help settle an “alleged” Treaty of Waitangi claim. At the time of the sale Mr Titford and his lawyer were refused copies of the executed documents. After obtaining copies through the Official Information Act, we found there was more than one copy of the Sale Agreement and Deed on the government's files. It seemed pages had been substituted or removed from the copies executed by the Crown's Ministers on behalf of Her Majesty the Queen.

On the 15 May 2007 the Chief Ombudsman, Beverley Wakem agreed, *“To undertake an investigation under the Ombudsmen Act limited to the circumstances surrounding the execution of the agreement and deed relating to the sale of Mr Titford's former farm, and to the rather confusing number of copies which have appeared”*.

During the investigation the Ombudsman's Officers found the memorandum, “To Attach to the Liabilities” had been removed from the Sale Agreement because, *“The Crown's officials perhaps did not consider it appropriate for it to be authenticated as part of the agreement in view of the comments at the end of the document. For the documents to have been initialled might have suggested agreement with the views you had stated”*. Legal documents were tampered with.

The Ombudsman's officials also found, *“From my Officer's perusal of a substantial number of files held by the Office of Treaty Settlements and by the Crown Law Office, there is no doubt that Mr Titford had, rightly or wrongly, a sense of*

grievance about the sale of his farm. He held the view he was pushed into the sale without justification". The Crown acknowledged it was only an "alleged" claim.

On the 6 May 2008, we wrote to the Solicitor General, Dr David Collins, QC explaining the discrepancies with the sale documents to acquire Mr Titford's farm. On the 12 November 2008 he replied, "*The Ombudsman dealt with this matter in a previous communication with you last year. I understand the Ombudsman found nothing to support your allegations of tampering or corrupt use of the documents. Rather the Ombudsman commended there was a clerical error or errors in the handling of the documents at the time. I consider the Ombudsman's inquiry disposes of the allegations*". "Clerical Errors" in the Crown's favour!

On the 25 February 2013 we asked the Crown Law Office under the Official Information Act, "*What legal advice did Mr and Mrs Titford receive when they signed the documents on the 12 December 1995*". The Crown Law Office replied, "*Please refer to the letter of 27 June 2007 sent to you by the Ombudsman. That letter set out the findings of the Ombudsman's investigation into circumstances surrounding execution of the sale agreement. The Ombudsman found that Mr. Samec provided legal advice to the Titfords and that "there is no substance in the allegations that Mr. and Mrs. Titford did not receive legal advice at the time of the execution of the 1995 documents"*".

In an Affidavit from Mr. Sam Samec, Notary Public, Tasmania, dated the 19 June 2009, page 1 states, "*I suspect I was merely acting as a Notary Public, but possibly I was acting as a solicitor for the New Zealand Crown*". He also stated on page 3 (10), "*I reject any allegation that I instructed Mr or Mrs Titford to sign anything. I was merely a witness*".

We are also concerned the Chief Ombudsman may have breached Clause 3.1 of the IOA Code of Ethics by passing the letter dated the 27 June 2007 addressed to the ONZF onto the Crown Law Office without our knowledge or consent.

While Mr and Mrs Titford had agreed with their lawyer, Clive Jackson to sign a draft Agreement by Phillip Fox Solicitors on the 8 December 1995, the Crown Law Office drafted a completely new Agreement without Mr or Mrs Titfords knowledge or consent. This new Agreement had many extra clauses not in the original Agreement and Mr and Mrs Titford had no other option than to sign the documents without legal advice or representation on the 12 December 1995. Mr Titford and his lawyer Clive Jackson were then refused copies of the fully executed Agreements.

The government used its own lawyers to draft the new Agreement, its own solicitor/Notary Public to assist Mr and Mrs Titford to sign the Agreements without legal advice or representation and its own Crown lawyers to administer the execution of the Agreements then refused copies to Mr Titford or his lawyer, Clive Jackson.

Recently 3 pages of the Sale Agreement, one with a large amendment have come to light that were signed or initialled by Mr Titford and witnessed by Mr Samec the

Crown's Notary Public that it seems had been substituted for clean pages in the fully executed Sale Agreement but the Chief Ombudsman refuses to investigate this new evidence.

On 27th January 2014, the ONZF wrote to the newly appointed Solicitor General, Mr Michael Heron, QC explaining how we believed the documents to acquire Mr Allan Titford's freehold titled farm at Maunganui Bluff had been tampered with by the Crown Law Office after Mr Titford and the Crown paid Notary Public had signed them.

On the 2 April 2014 the Solicitor General replied, *"The circumstances surrounding the sale of Mr Titford's property have been canvassed at length by this office and the Ombudsman. Nothing has been found to support your allegations of tampering". In relation to the Sale Agreement, in particular, you misstate the Ombudsman's findings when you say that the Ombudsman has previously found that the Crown officials had tampered with the Sale Agreement. As the Solicitor General previously explained to you in his letter of the 12 November 2008, on these same matters, the Ombudsman found "nothing to support the allegations or corrupt use of documents". I refer you again to that letter and the Ombudsman's findings"*.

While the Chief Ombudsman has stated Mr and Mrs Titford had legal advice when they signed the documents on the 12 December 1995 and has denied the documents were tampered with, we believe the documented evidence her Officers, the Affidavit from Mr Samec and the ONZF have supplied, tell a very different story.

The One New Zealand Foundation Inc is very concerned that the Chief Ombudsman decided to ignore her Officer's findings and all the documented evidence supplied by the ONZF by stating she could find, *"nothing to support the allegations or corrupt use of documents"*.

We ask that the Ombudsman's Office review Chief Ombudsman, Dame Beverley Wakem's findings, as we believe she may have breached the IOA Ombudsman's Code of Ethics and the Standards Practice to clear the New Zealand Government and the Crown Law Office of any wrongdoing.

Yours sincerely,

Ross Baker,

Researcher, One New Zealand Foundation Inc.

Cc. Dame Beverley Wakem, Chief Ombudsman and President of the IOI.

All the evidence to support this letter can be supplied by the One New Zealand Foundation Inc. ONZF@bigpond.com.au