

UPDATE ON STOLEN LANDS

AT MAUNGANUI BLUFF

How the Crown Law Office Tampered with Documents

to

**Acquire Mr Allan Titford's Freehold Titled Farm,
Under Duress and Without Legal Advice to Help Settle
Te Roroa's *Alleged* Treaty of Waitangi Claim**

then

Jailed Him for 24 Years Without a Fair Trial!

ALLAN TITFORD

**New Zealand's First Political
Prisoner**

Compiled by Ross Baker, Researcher One New Zealand Foundation Inc.

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***"All that is necessary for the triumph of evil is that good men do nothing"*
Edmond Burke.**

UPDATE ON STOLEN LANDS AT MAUNGANUI BLUFF

This book is an update on "Stolen Lands at Maunganui Bluff" published by the One New Zealand Foundation Inc.

No family should go through what the New Zealand Crown put Mr and Mrs Titford and their young family through. A young innocent family destroyed by a Government more interested in appeasing part-Maori than looking after its citizens. A Government that was prepared to use distorted history, corrupt documents and a rigged Maori Affairs Select Committee to steal a farm for an alleged Treaty of Waitangi Claim. A claim without one genuine document to support it and a claim that was rejected by Parliament in 1942 after a judicial inquiry by Chief Judge Shepherd in 1939. Not satisfied with this, the Crown has now jailed Mr Allan Titford for 24 years without a fair trial or one witness in his defense.

Mr Allan Titford, New Zealand's first Political Prisoner.

Warning/Disclaimer

All references to fraud, alleged fraud, corruption or conspiracy in this book must be considered in the light of the fact that no criminal charges have been brought against anyone within its contents – yet!

The reader should not assume that a person or a organization are guilty of any crime until that person or organization has been convicted in a Court of Law. What you read here may be elements of a possible prosecution case were one to be brought, but please bear in mind that you have not heard the defence submissions – if any!

The views and opinions in this book are not necessary the views and opinions of the writer or the One New Zealand Foundation Inc. as they have been compiled from many sources, including documents by those involved at the time. If you feel any of the facts in this book are not correct, please notify the One New Zealand Foundation Inc. with written factual evidence so corrections can be made in the next edition. Thank you, Ross Baker, Researcher, One New Zealand Foundation Inc.

Please donate or become a member of the One New Zealand Foundation Inc.

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UPDATE ON STOLEN LANDS AT MAUNGANUI BLUFF

As explained in "*Stolen Lands at Maunganui Bluff*" published by the One New Zealand Foundation Inc, in September 1994 the Crown had offered to buy Mr Titford's freehold titled farm for well below its true value to help settle Te Roroa's "alleged" Treaty of Waitangi claim. Philips Fox Solicitors had drafted the 1994 Agreements. After lengthy discussions with his lawyer Clive Jackson, Mr Titford rejected the Crown's offer and submitted an offer using registered valuer's valuations but the Crown refused this offer. The Federated Farmers put another offer to the Crown on Mr Titford's behalf but the Crown again rejected this offer.

In 1987 when Te Roroa's "alleged" claim was placed on Mr Titford's farm, the Crown, the Ministers, the Police, Te Roroa and the Rural Bank began calling Mr Titford's freehold titled land "Maori land", with the Rural Bank taking over his financial affairs and the Police arresting him on numerous occasions for protecting his family and property. While he was acquitted on all counts, it cost him a staggering \$145,000 in legal fees. Due the signs saying it was "Moari land" his beachside section sales to pay his debt had also dried up. In fear of their lives from Te Roroa and without protection from the Police or the Crown, Mr Titford, his wife and young daughter fled to Tasmania in 1993 for safety.

After Mr Titford had refused the Crown's offers in 1994/95, the Crown offered Mr Titford's father and brother \$500,000 in September 1995 to claim Allan was insane, become Power of Attorney and sign the Agreements on Allan's behalf. The family rejected this offer.

On December the 6th 1995 the Crown re-extended its 1994 Phillips Fox drafted offer. Mr Titford again discussed this with his lawyer, Clive Jackson and as his debt has now escalated to \$2.25 million due to Te Roroa "alleged" claim, the mismanagement by the Rural Bank, interest on his loan and the false charges by the Police, Mr Titford decided he would have to sell his farm under duress to the Crown or go bankrupt with the National Bank taking his father's farm held as security. By now the National Bank had purchased the Crown owned Rural Bank.

On the 8th December 1995 Mr Titford agreed in writing to sell his freehold titled farm "under duress" for \$3.25 million. A debt of \$2.25 million dollars created by the Rural Bank mismanagement and Te Roroa's "alleged" claim, \$750,000 for stock and \$50,000 for plant leaving Mr Titford just \$200,000 to replace his 1653 acre farm and the million dollar beach side subdivision, but after 7 years of fighting the Crown, the Bank, Te Roroa and the Police to keep his farm, his options had finally run out.

On the 11 December 1995 the sale documents arrived at the office of the Crown instructed and paid Notary Public, Mr Sam Samec in Tasmania for Mr and Mrs Titford to sign the next morning. After a quick perusal of the sale documents, Mr Titford realised this was not the Phillips Fox 1994 re-extended agreement he had agreed to sign. It was a completely new agreement drafted by the Crown Law

Office, which included many extra clauses he had not agreed to sign, including one that he could not sue the National Bank for mismanagement. See Doc 'C'.

Mr Titford Makes a Large Amendment to Page 11.

Mr Titford made a large amendment to page 11 of the Sale Agreement (See Doc 'A') stating he was only receiving \$200,000 to purchase a 1653-acre replacement farm. He also mentioned he had attached a memorandum, "To Attach to the Liabilities" and that the Agreement had been completely changed with extra clauses without his knowledge or consent, including a clause to stop him from suing the National Bank. By the insertion of this clause; there is no doubt the Bank and the Crown had worked together to bankrupt Mr Titford to acquire his farm. See Doc 'C'.

Mr Titford made it perfectly clear in his amendment on page 11; this was not the 1994 re-extended Phillips Fox drafted Agreement he had agreed to sign on the 8th December 1995 and therefore only initialed page 10, 11 and 12, which were the only pages the same as the 1994 re-extended Phillips Fox drafted Agreement. He stated he was signing this Agreement under "Protest".

Mr Samec the Crown instructed and paid Notary Public had two sets of documents but Mr Titford only signed one, the other one was left blank, which Mr Samec returned to the Crown Law Office with the signed and witnessed set. Mr Titford and his lawyer Clive Jackson were refused copies of the fully executed sale documents, therefore making it very easy for the documents to be tampered with without detection. Once Mr Titford had signed the documents they were solely in the hands of those employed by the Crown.

The Crown Law Office drafted the final sale documents for the Crown to purchase Mr Titford's freehold titled farm. The Crown then employed Notary Public, Mr Sam Samec to witness Mr Titford's initials/signature, which Mr Titford did under duress and without legal advice to help settle Te Roroa's "alleged" claim. Mr Samec then returned all the documents to the Crown Law Office. The Crown was now acting as "Judge and Jury". The only people that could have tampered with the documents were those employed by the Crown Law Office.

Pages Substituted.

Pages 'A' below are from the Sale Agreement Mr Tiford perused on the 12 December 1995, made a large amendment to page 11, added his memorandum "To Attach to the Liabilities, then signed/initialed pages 10, 11 and 12 and had the Crown's Notary Public, Mr Sam Samec witness his signature to the execution page 13. Mr Titford or Mr Samec did not initial any other pages except 10, 11 and 12.

Pages 'B' is from the Sale Agreement the Crown tampered with before giving it to the Commissioner of Crown Lands, Mr Sam Brown to sign on behalf of Her Majesty the Queen. Mr Sam Brown's is the only initial that appears on these pages. There is no amendment to page 11 or the memorandum, "To attach to the Liabilities" on the fully executed Sale Agreement. They had been removed.

Since this extra information has come to hand, there is no denying the Sale Agreement to purchase Mr Titford's freehold titled farm was tampered with by the Crown's officials. This would be one of the most disgraceful misuses of legal documents ever used to acquire land within New Zealand, far outweighing any "alleged" claim before the Waitangi Tribunal and it was orchestrated by the most powerful law enforcement office in the land, the Crown Law Office.

While Mr Titford has always maintained he made a large amendment to page 11 of the Sale Agreement, we had never been able to find a copy. It was only recently when going through old Police files for Mr Titford's up and coming trial that we found initialed/signed copies of pages 10, 11 and 12. We had believed that people in the Crown Law Office had successfully destroyed these pages 18 years ago to cover the falsification of the Sale Agreement to acquire Mr Titford's freehold titled farm for Te Roroa's "alleged" Treaty of Waitangi claim, but somehow one set survived in a Police file. We believe without this the Crown's officials would have got away with falsifying documents to acquire Mr Titford's freehold titled farm.

The Crown has no other option now than to compensate Mr Titford for its gross injustice against an innocent New Zealand Citizen and those found guilty of "tampering with the documents" brought to justice. The One New Zealand Foundation Inc estimates this "alleged" claim has cost the taxpayers of New Zealand in excess of \$50 million dollars, plus an innocent man, his farm and his family to satisfy an "alleged" Treaty of Waitangi claim, a claim that had been rejected by Parliament in 1942 after a judicial inquiry by Chief Judge Shepherd in 1939.

Mr Allan Titford becomes a Political Prisoner.

In 2013 the Crown jailed Mr Titford for 24 years without one witness being called in his defense. The charges were laid by his estranged wife and the Police with assistance from the Hon John Carter, a Minister of the Crown at the time.

At Mr Titford's recent trial, two fundamental principles of our legal system were breached while Mr Titford's Crown paid lawyer stood by and let it happen.

1. The criminal justice system must be, and must be seen to be, free from political interference.
2. One of the most crucial aspects of a fair legal trial is the right to call witnesses on both sides; Mr Titford was never given the right to call witnesses at his recent trial.

Evidence we have on file.

1. The Hon John Carter, a Minister of the Crown at the time interfered in a matrimonial dispute between Mr and Mrs Titford.
2. The Hon John Carter had a meeting with Mrs Titford and myself on the 9/2/2010 to discuss how Mrs Titford could lay charges against her husband

without being charged for Perjury. Mr Carter stressed to me this meeting was strictly confidential. In fact, he phoned me and emailed me later to confirm this. The Minister of Justice had previously advised Mrs Titford by letter on how to elude Perjury charges.

3. The Hon John Carter offered Mrs Titford immunity if she made a list of charges against her husband Mr Titford going back to 1987.
4. The Hon John Carter contacted and had long discussions with Mrs Titford's lawyer.
5. The Police took over the charges against Mr Titford, *"To change charges, either throw some out, add new ones or what ever they think fit"*, Email from Susan Titford. 15/3/11.
6. The Police interviewed the Titford's children behind closed doors then edited the tapes before presenting them to the court but this was never cross-examined by Mr Titford's Crown paid lawyer.
7. It was stated at the Court, Mrs Titford offered her children \$5000 each if they would testify against their father.
8. No mention was made to the Court of Mrs Titford, the Police or CYFS allowing Mrs Titford's 15-year old daughter to sleep with a 23-year old man and become pregnant. This was about 12 months after Mr and Mrs Titford had separated. See Doc 'D'.
9. No mention was made that Mrs Titford and her family would beat her daughter and starve her if the Police sent her home. The Police and CYFS allowed her to remain with the 23 year old man after she had run away from home therefore, they must have followed up on her fears.
10. The Police never charged the 23-year man under section "134 of the Crimes Act" or the family for alleged child abuse. We believe this was because any charges of this nature would have discredited the Crown's key witnesses?
11. If Mrs Titford had been raped and abused in such a small house, then surely the teenage children would have heard it but they made no mention of this during the trial.
12. No medical records of assault, rape or sexual abuse were asked for or doctors cross-examined by Mr Titford's Crown paid lawyer.
13. If James aged about 12 or 14 at the time was hit with a 2 x 2 fence batten, kicked with steel capped boots and jumped on by his father, then surely there would be medical records.
14. Affidavits have come to light that the Police, Mr Titford's Crown paid lawyer and the Crown's solicitor had information before Mr Titford was sentenced that showed Mrs Titford misled the court in charging Mr Titford with arson, but it was withheld from the Court. See Doc 'E'.
15. If Mr Titford's Crown paid lawyer had research this case and spoken to witnesses then we believe he would have defended Mr Titford and in our view, not helped convict him.
16. Mr Titford's Crown paid lawyer refused to allow Mr Titford to call witnesses in his defense, which would have shown the court that there was political

interference in this case by a Minister of the Crown and the Police. We believe Mr Titford's witnesses could have proved many, if not all charges against Mr Titford were false with documented evidence of support.

These are just a few of the question that witnesses could have supplied Mr Moroney, Mr Titford's Crown paid lawyer in his cross-examination of the Crown's key witnesses but he failed to do so. See Doc 'E'.

We believe this resulted in Mr Titford being unfairly jailed for an unprecedented 24 years to silence him over the way the Crown Law Office helped the Crown acquire his freehold titled farm *under duress* and *without legal advice* for Te Roroa's "alleged" Treaty of Waitangi claim, a fact admitted by the Minister of Justice, the Hon Doug Graham when he initialed and signed the Deed of Sale on behalf of Her Majesty the Queen.

We believe it's time the Crown Law Office admitted to hundreds of documents of evidence that we both have on file from those involved at the time. Mr Titford must be given a retrial where all the evidence is presented to the court. Without this, how can the people of New Zealand have faith in the Crown, the Crown Law Office, our lawyers or our Justice system?

The Law Society Do not Want to Know.

Since 1987, our lawyers have allowed our justice system to deteriorate from a Justice system to a Legal system to a corrupt Political system where a man can be jailed for an unprecedented 24 years for opposing the Crown breaching the laws of New Zealand to acquire his freehold titled farm. We have approached the New Zealand Law Society but they do not want to know. Has the money become more important to them than the Justice system they are supposed to uphold or are they afraid of upsetting the Crown and losing their lucrative contracts etc, therefore close a blind eye? Surely, there is one lawyer out there who still believes in Justice and is prepared to help Mr Allan Titford to a fair re-trial, but we hold our breath as none have come to light yet.

If Mr Titford is found guilty after a fair retrial, then he deserves everything he gets, but until then he should be released from jail, fair compensation paid for the way the Crown acquired his farm, which would give him the finance to a fair retrial without Political interference or a Crown paid lawyer refusing him witnesses in his defence.

In 1995 the Crown took Mr Allan Titford's freehold titled farm *under duress* and *without legal advice* by *tampering with the documents*. In 2013 the Crown jailed Mr Allan Titford for 24 years without a fair trial.

Mr Allan Titford, New Zealand's First Political Prisoner.

For further information, www.allantitford-politicalprisoner.com/wordpress/
www.onenzfoundation.co.nz or ONZF@bigpond.com.au

Prepared by Ross Baker, Researcher, One New Zealand Foundation Inc.

"Fiat justitia ruat caelum - Let justice be done though the heavens may fall".

SCHEDULE I

Description of the Property

1. **Land Description**

The farm property of Allan John Telford at Maunganni Bluff comprising an estate in fee simple in:

Certificate of Title	Area	Description	Encumbrances
1. 71B/800	35m ²	Lot 4 DP 121600	
2. 70C/572	1500m ²	Lot 33 DP 121600	s309(1)(c) Local Government Act 1974
3. 70C/571	1500m ²	Lot 32 DP 121600	s309(1)(c) Local Government Act 1974
4. 70C/570	1500m ²	Lot 51 DP 121600	s309(1)(c) Local Government Act 1974
5. 70C/569	1.2672ha	Lot 50 DP 121600	s309(1)(c) Local Government Act 1974
6. 70C/567	850m ²	Lot 1 DP 121600	
7. 70C/568	900m ²	Lot 2 DP 121600	
8. 1893/57 (Balance Title)	407.2501 ha	Part Sections 2 & 19 Block XII, Part Section 1 Block XII, Waipoua Survey District Part Lot 17, Part Lots 15 & 16 DP 1457, Lot 28 DP 1458, Lot 1 DP 49062	<ol style="list-style-type: none"> 1. All taxes on the property are excluded as shown in Transfer 17616. 2. Part Section 19 is subject to the Coal Royalty Right shown on the title. 3. Part Section 19 is subject to the Gold and Silver Rights Contract in the Mining Purposes Act 1873. 4. Order of Court 8234 5. Application under Section 279 Local Government Act 1974 A.626863 6. Certificates of Compliance 793844.1 and C.119956.9 under Local Government Act 1974 7. Easement Certificate B.927254.1

HMA-93172

SCHEDULE I

Description of the Property

1. Land Description

The farm property of Allan John Tinford at Maunganni Bluff comprising an estate in fee simple in:

Certificate of Title	Area	Description	Encumbrances
1. 71B/800	35m ²	Lot 4 DP 121600	
2. 70C/572	1500m ²	Lot 53 DP 121600	s309(1)(c) Local Government Act 1974
3. 70C/571	1500m ²	Lot 52 DP 121600	s309(1)(c) Local Government Act 1974
4. 70C/570	1500m ²	Lot 51 DP 121600	s309(1)(c) Local Government Act 1974
5. 70C/569	1.2672ha	Lot 50 DP 121600	s309(1)(c) Local Government Act 1974
6. 70C/567	550m ²	Lot 1 DP 121600	
7. 70C/568	900m ²	Lot 2 DP 121600	
8. 1893/57 (Balance Title)	407.5501 ha	Part Sections 2 & 19 Block XII, Part Section 1 Block XII, Waipoua Survey District Part Lot 17, Part Lots 15 & 16 DP 1457, Lot 20 DP 1458, Lot 1 DP 48062	<ol style="list-style-type: none"> 1. All trees on the property are excluded as shown in Transfer 17616. 2. Part Section 19 is subject to the Coal Royalty Rights shown on the title. 3. Part Section 19 is subject to the Gold and Silver Rights Contract in the Mining Purposes Act 1873. 4. Order of Court 8224 5. Application under Section 279 Local Government Act 1974 A.626863 6. Certificates of Compliance 793844.1 and C.119956.3 under Local Government Act 1974 7. Easement Certificate B.927254.1

HMA-93172

CSB

9.	942/93	87.5537 ha	Section 27A Block XIII Waipoua Survey District	1. s206 Land Act 1924 2. Application A.626863
10.	69D/398	154.8000 ha	Lot 3 DP 120557	1. s8 Mining Act 1971 2. s5 Coal Mines Act 1979 3. Water easement in Transfer C166703.1
11.	1893/56	7820m ²	Lot 1 DP 48230	Fencing agreement in Transfer 650404
11.	FOG/373	1700m ²	Lot 34 DP 181680	s309(1)(a) Local Government Act 1974

2. Description of Stock, Plant and Equipment

All farming stock, plant, equipment and other improvements whether fixed or moveable now situated on the Property. 1450 head valued at \$750,000 plus \$50,000 plant.

- This means there will be less than \$200,000 to cover other matters and to re-purchase 1653 acres of land.
- Attached to this agreement is an "Attachment to the Liabilities".
- The Vendor states - This agreement has again been totally changed and there is no ex-gratia payments as promised.
- The Crown's paid lawyer present has made it clear that no deletions are allowed.
- The Vendor accepts the cover page, first page, but notes there would not have been any liabilities at all if it wasn't for a false land claim.
- The Vendor accepts pages 5, 10, 11, 12 + 13 the signing page and attachment.
- On the Deed the Vendor accepts the cover, first page and signing page only. All other pages left un-initialled are totally refuted by the Vendor.
- The Vendor and his wife both state they will not give up our rights to just compensation as the Crown promised the Nation that I would not lose one square inch of land.
- This is being signed under protest and due to the Banks foreclosure and the Crown's recent attempt to declare the Vendor insane in order to get power of attorney, so have no other choice but to sign.

HMAS93172

M J Jittards

9.	942/93	87.5537 ha	Section 27A Block XIII Waipoua Survey District	1. s206 Land Act 1924 2. Application A.626863
10.	69D/398	154.8000 ha	Lot 3 DP 120557	1. s8 Mining Act 1971 2. s5 Coal Mines Act 1979 3. Water easement in Transfer C166703.1
11.	1893/56	7820m ²	Lot 1 DP 48230	Fencing agreement in Transfer 650404
12.	70C/373	1300m ²	Lot 24 DP 121600	s207(1)(e) Land Act 1974 1974

2. Description of Stock, Plant and Equipment

All farming stock, plant, equipment and other improvements whether fixed or moveable now situated on the Property.

Handwritten initials 'S'

70C/573 1300m² Lot 24 DP 121600

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Handwritten initials 'S'

HMA:93172

SCHEDULE II
The Liabilities

Debtor	Creditor	Maximum Amount of Debt to be Paid by Purchaser (Principal and Interest)
Allan John Tittford	The National Bank of New Zealand Limited	\$1,830,000
Allan John Tittford	Douglas John Tittford	\$55,000
Allan John Tittford (being moneys on lent by Douglas John Tittford from the Mills and Duke Mortgages)	Wynyard Wood Solicitors (unregistered mortgages given to Mills and Duke Solicitors Nominee Company Limited)	\$145,200
Allan John Tittford	Lewis Tittford	\$110,000
Allan John Tittford	Clive Jackson Solicitor	\$12,500
Allan John Tittford	Legal Services Board (legal aid)	\$6,600
Allan John Tittford	Kaipara District Council (rates)	\$3,140.50
Allan John Tittford	M P Huxford Accountancy Fees	\$2,000
Allan John Tittford	Accident Compensation Corporation	\$15,000
Allan John Tittford	B Tittford	\$30,000
Allan John Tittford	Tier Motors	\$4,084
Allan John Tittford	Sundry Creditors	\$36,475.40

MAXIMUM TOTAL OF LIABILITIES **\$2,250,000.00**

BMA58172

M. A. J.

SCHEDULE II

The Liabilities

Debtor	Creditor	Maximum Amount of Debt to be Paid by Purchaser (Principal and Interest)
Allan John Titford	The National Bank of New Zealand Limited	\$1,830,000
Allan John Titford	Douglas John Titford	\$55,000
Allan John Titford (being moneys on lent by Douglas John Titford from the Mills and Duke Mortgages)	Wynyard Wood Solicitors (unregistered mortgages given to Mills and Duke Solicitors Nominee Company Limited)	\$145,799
Allan John Titford	Lewis Titford	\$110,000
Allan John Titford	Clive Jackson Solicitor	\$12,500
Allan John Titford	Legal Services Board (legal aid)	\$6,600
Allan John Titford	Kaipara District Council (rates)	\$3,140.60
Allan John Titford	M P Huxford Accountancy Fees	\$2,000
Allan John Titford	Accident Compensation Corporation	\$15,000
Allan John Titford	B Titford	\$30,000
Allan John Titford	Tier Motors	\$4,084
Allan John Titford	Sundry Creditors	\$36,475.40

MAXIMUM TOTAL OF LIABILITIES

\$2,250,000.00

EDMA-93172

EXECUTION

This Agreement was executed on *12th December* 1995

SIGNED by the said
ALLAN JOHN TITFORD
in the presence of the undersigned,
who being a solicitor, Tasmania
certifies that before **ALLAN JOHN**
TITFORD signed this Agreement,
the effects and implications thereof
were fully explained to him
by the undersigned:

A. J. Titford

Witness:

J. J. Jones

Occupation:

Notary Public & Solicitor

Address:

*75 Mount St Basson
Tasmania*

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
by
~~under a delegation from the~~
Commissioner of Crown Lands
(for New Zealand)
in the presence of:

Witness:

Occupation:

Address:

EXECUTION

This Agreement was executed on *12th December* 1995

SIGNED by the said
ALLAN JOHN TITFORD
in the presence of the undersigned,
who being a solicitor, Tasmania
certifies that before ALLAN JOHN
TITFORD signed this Agreement,
the effects and implications thereof
were fully explained to him
by the undersigned:

Witness:

Occupation:

Address:

James [unclear]
Notary Public & Solicitor
25 Market St. Hobart
Tasmania
[Signature]

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
by
under a delegation from the
Commissioner of Crown Lands
(for New Zealand)
in the presence of:

Witness:

Occupation:

Address:

LYNETTE PORTER
TEAM MEMBER
NATIONAL OFFICE
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

HMA:93172

"To Attach to the Liabilities"

As can be seen on the left, the document, "To Attach to the Liabilities" is attached to the Sale Agreement (A), which the Crown's Notary Public returned to the Crown Law Office on the 12 December 1995 along with all the other documents, but it is not attached to the Sale Agreement (B), which the Crown gave to the Commissioner of Crown Lands, Mr Sam Brown to sign on behalf of Her Majesty the Queen.

When the documents arrived back in New Zealand the Crown's officials were concerned with Mr Titford's amendments and removed the Memorandum "To Attach to the Liabilities" and substituted pages 10, 11 and 12 with clean pages so it would not show that this was a completely new agreement and that Mr Titford had only agreed to pages 10, 11 and 12 of this new Sale Agreement.

The Ombudsman's officials found, *"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"*. Mr Titford's comment at the end of the memorandum was, *"I, Allan Titford believe we have been pushed into this list of creditors as a result of the Waitangi Tribunal claim"*.

The Ombudsman's investigation 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"*.

What right did the Crown's Officials have to tamper with the documents without Mr Titford's authority or consent after Mr Titford had signed the documents and had Mr Samec witness them?

As the documents to purchase Mr Titford's farm at Maunganui Bluff have been found to have been tampered with by the Crown's officials, then the Agreements are null and void and Mr Titford must be fully compensated for his losses and those found guilty of tampering with the documents brought to justice.

The Crown's officials are not above the Law!

Prepared by Ross Baker, Researcher, One New Zealand Foundation Inc.

For further information, www.onenzfoundation.co.nz

TO ATTACH TO THE LIABILITIES

In relation to E. Titford, I do not know whether the National Bank has been paying him for work on the Maunganui Bluff property since Ray Chappels offer, as I have had no correspondence from the Bank.

I understand there were vehicle repairs and tyres that E. Titford was owed for and I understand the rates have been paid to the best of my knowledge by E. Titford out of his own personal money.

Mr J.R. Roberts is owed \$1,000.00.

Farrand and Mason, in Dargaville, are owed \$185.00 which Mr Chappal was aware of but I noticed had not been included.

Mr Noel Hillian, of Dargaville, is owed for one David Brown tractor motor \$6000.00.

(When we last used the tractor it was on the property, but it went missing and we do not know of its whereabouts. Approx 2 1/2 years ago.)

I understand to the best of my knowledge, I'm unaware of any other creditors. But, the only other outstanding matters are the Federated Farmers reports which was put together, which has reopened this situation and failed, putting us into the situation we are now in.

Also the matter of the Lawyer here in Tasmantia which you have appointed to assist in the matter.

I Allan Titford, believe we have been pushed into this list of creditors as a result of the Waitangi Tribunal claim.

Ally Titford

12/12/1995

Witness of Alliance

*Notary Public & Solicitor
Bessie Johnson*

14.0 Further Assurance

14.1 The Vendor will execute and deliver any further documents and do all acts, matters or things necessary to complete the transaction contemplated by this Agreement. The Vendor irrevocably appoints the Purchaser the attorney of the Vendor to complete any such documents or do any acts, matters and things on behalf of the Vendor.

15.0 Governing Law

15.1 This Agreement is to be governed by and construed in accordance with the laws of New Zealand.

15.2 Each of the parties irrevocably and unconditionally agree that the courts of New Zealand have non exclusive jurisdiction to hear and determine any matter, which may arise out of or in connection with this Agreement.

16.0 Release of National Bank From any Liability to Vendor

16.1 Upon settlement being effected in accordance with this Agreement the Vendor agrees that it fully discharges the National Bank from all and any liability the National Bank may have to the Vendor in respect of the Vendor's debtor/creditor relationship with the National Bank.

16.2 The Purchaser is authorised by the Vendor, in accordance with Clause 3.2 to sign any further discharge of liability to the National Bank upon settlement being effected in accordance with this Deed.

16.3 The National Bank shall be entitled to the benefit of clause 16.1 and to enforce the terms of clause 16.1 in accordance with the Contracts Privity Act 1982.

From: susan
Sent: Thursday, February 10, 2011 7:49 AM
To: richard ; Ross Baker
Subject: What do you think

Hi

What do you think of this

Letter to Commissioner of Police

I have a 15 year old daughter (Ulanda Titford) who has a 23 year old boyfriend (Gene Hanham). They were both living under my roof for 9 months sharing the same room under view of others so were guaranteed that there was nothing sexual going on. Due to constant thieving from Mr Hanham I kicked him out on 26th December 2010. He was on a curfew for previous convictions of using someone else's credit card along with a friend of his with his share being \$950. He went to Court in November 2010 and was ordered to pay \$40 per week as he is on a benefit and a curfew between 8pm and 6am until mid February 2011. Previous to this he spent time in prison but did not tell us the reasons why we assume for stealing also. He also had unpaid fines of \$5595 and also had an alcohol related problem before going to prison previously. He also admitted to using methamphetamine once in the past. I was under the impression that I could not kick him out I kicked him out cause he was curfewed to my home for three months but after talking to the local policeman (Russell Rawiri of Hikurangi) on the 26th after the boyfriend had stolen jewellery from the Whangarei warehouse I was advised that I could kick him out. The day after I kicked Mr Hanham out he had snuck back into the house and was in my daughter's room so I kicked him out again. The next day being the 28th December my daughter had run away from home. I made a missing person report with the police and Mr Hanham and his mother (Denise Whitehead also known as Lonsdale) both denied any contact with her and both stated they had not seen her since she had left.

On 11th January 2011 the police found her living with Mr Hanham and his mother but said they could not bring her home because they are saying they will lay charges against me and the family saying that we are going to beat her up and that I starved her. I was told I have to leave her where she is and that the police had to notify cyfs. Everyone knows from things said that it is Mr Hanham talking not Ulanda as she is not that type of person. She went to counselling after leaving her father with some of the other children but Mr Hanham came into the picture when she was doing that so she has clung to him since and does as she is told.

As a mother who recently got my 7 children away from their abusive father (Allan Titford) where there is a protection order against the father and he is facing numerous charges (54) I feel for the safety of my daughter as she does not have the security system the police have put on our premises. Can these people protect her from her father the way I am able to. Mr Hanham in my opinion from him living with us for 9 months is the same type of person my husband was, demanding, controlling, bad tempered, etc but not physically abuse. I feel he is putting words and opinions in my daughter's head. He is also now trying to get Ulanda to go see her father after I told her that she will get no money from me now or in the future as I have heard rumours around town that Mr Hanham has told people he has this girlfriend that when she turns 16 she will be getting a lot of money. So since I said she will get

nothing from me he is trying to get her to approach her father. Ulanda has given evidence against her father so Mr Hanham is putting her at risk.

I don't think that a person that can steal as much as Mr Hanham can, should only have a 3 month curfew. Since he was put on a curfew in November 2010 he has stolen stuff since then. A number of things from my home (which he had noted in a book which I had passed onto Constable Rawiri), my petrol from my vehicle, items from the warehouse, items from the shed on the property that I rent belonging to the owners of the property, petrol from mobil in Kaitaia which he only got a diversion for from Russell Rawiri, where his mother had to pay the mobil without it even going to court. That is not justice.

Mr Hanham told me when he moved in with us that had been selling dope for his mother to local people from the end of the drive way. I told him I would go to the police and kick him out if he did it again and he guaranteed me he wouldn't. But with the lies that he and his family tell I have no idea if he stopped or not.

Mr Hanham drives around on a learner licence with no L Plates and carries passengers. I believe he owes fines for that already but still continues to do so. If it was someone else they would be dealt to just like my son he was caught 3 times carrying passengers on his restricted he lost his licence for three months.

I have no problem with the Hikurangi Constable Mr Rawiri he is a very good Policeman the only thing is I feel that this family (Whitehead) is getting away with a lot of things. I have heard rumours around town that Mr Rawiri and the Whitehead family have something going on between them but they are rumours and can not be proven.

Mr Hanham is always boasting he can get away with anything cause Russell will not do anything cause he is a Whitehead.

I feel this family is getting away with too much. I feel people that offend she pay for their crimes not be allowed to continue the same trend with a slap on the hand.

Yours faithfully
Susan Cochrane

205 Upper Waiwera Road
RD 1
SILVERDALE 0994

This statement is made this 6th day of January 2014.

I Sheryll Mary Titford make this statement in regards to an incident that took place at the home of the late Graeme Cochrane, the day before he was buried at Kauri Cemetery in August 2011.

Graeme was Susan's father and when he died Brian and I had decided that we would go up and see Susan and our nephews and nieces the day prior to the funeral as Brian had business to attend to the next day.

On arriving at her late parent's home we were welcomed into the house.

We were told by Susan that her father, Graeme was in the lounge if we want to go in.

We gathered at the back of the house with some of the children and joined in light conversation.

At some point of time I followed some of the little children who were running around thru the lounge and hallway, and stopped by the lounge door, looking in I could see Graeme lying in his coffin. I had been standing there for a few seconds when Susan came and stood next to me, we engaged in light conversation and then Alyssa and James joined us standing next to Susan. During this conversation Susan told me that her Father Graeme had made a death bed confession to her while she sat at his bedside.

His confession was that he was the one who had burnt down their family home.

(I gathered this was the Titford Family home at Maunganui Bluff.)

I remember thinking, wow, who would have thought.

She said that he had told her he did it because it was the only way he could get them away from the place, as he was sick of the situation that she was in.

Alyssa joined in and said "Yeah, Yeah he did, I was there."

We chatted for a few more minutes and then we returned to the others gathered outside.

When I saw on TV that Allan had been convicted on the charge of burning down of the family home at the Bluff, I found this very disturbing when I knew that Susan herself had told me that her father had confessed to her that he did it.

I believe that Susan told me the truth.

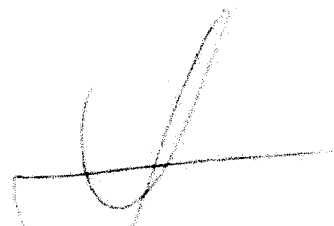
Since then I have spoken with Detective Eddie Evans at the Kaitaia Police and made a similar statement to him. He informed me that he had noted my comments.

This was done prior to Allan being sentenced on the 20th November 2013.

Sheryll Mary TITFORD (Mrs)

Sheryll Mary Titford

Signature witnessed by


M M Botha
Declarations Officer
NZ Police

06 01 14

Time line of the Titford Case

One Hundred and Ten Reasons Why Allan Titford Must Be Given a Re-trial.

1. Te Roroa tried to steal land from Ngapuhi and sell it to the Crown in 1874.
2. Ngapuhi threaten to take up arms to defend their land.
3. The chiefs agreed, Waipoua No 2 for Te Roroa and Manganui for Ngapuhi.
4. Te Roroa sold their land in 1876 to the Crown as willing seller/willing buyer.
5. Te Roroa tried to get more money from the Crown in 1876 but failed.
6. Te Roroa only began to claim for Manuwhetai after the chief that sold it had died.
7. In 1937 an inquiry was held but the Court found there was no evidence.
8. Parliament rejected the Te Roroa's claim in 1942.
9. Mr Titford bought his farm in 1987 with freehold title issued by the Crown.
10. Mr Titford borrowed \$600,000 from the Crown owned Rural Bank.
11. The farm included a Council approved beachfront subdivision.
12. The subdivision when sold would clear his debt to the Rural Bank.
13. Te Roroa lodged a claim with the Waitangi Tribunal a month later.
14. The Crown agreed to the claim in a 'Statement of Fact' in 1990.
15. The claimants harass Mr Titford and erect signs on his subdivision.
16. The signs state Mr Titford's freehold titled land was "Maori Land".
17. The Crown and Police also refer to Mr Titford's land as "Maori Land".
18. People stopped buying sections or cancelled sales.
19. First house burnt to the ground and no charges laid.
20. Mr Titford continues to have stock shot and machinery sabotaged.
21. Mr Titford accused of setting fire to his family home. (Second house).
22. Affidavits show Susan Titford's father, Graham Cochrane set fire to the house.
23. In 1992 the Waitangi Tribunal stated, "The land must be returned to Te Roroa".
24. Mr and Mrs Titford and the ONZF began the fight for the their rights.
25. Mrs Titford was just as keen as Allan in researching the Te Roroa claim.

26. Mr and Mrs Titford found Te Roroa had no claim to this land.
27. Allan and Susan together wrote the book, "Robbery by Deceit"
28. The Crown encourages Te Roroa to harass Mr and Mrs Titford.
29. Mr Titford receives death threats, but the Police refuse to act.
30. Mr Titford is charged with many offences but is found not guilty on all counts.
31. The Rural Bank freezes Mr Titford's account and takes over running the farm.
32. Mr and Mrs Titford flee with their young daughter to Tasmania for safety.
33. Mr Titford's debts climb to \$2.25 million dollars with the Bank running the farm.
34. A Crown's representative travels to Tasmania with an agreement to buy his farm.
35. Mr Titford did not want to sell his free hold titled farm he had just bought.
36. The Crown and the Bank gang up on Mr Titford to sell or go bankrupt.
37. The Crown offers Mr Titford's father and brother a bribe to declare Allan insane.
38. The family refuses to take the bribe of \$500,000.
39. Eventually Mr Titford is forced to sell his farm under duress in 1995.
40. He discusses the sale agreement with his solicitor, Clive Jackson.
41. The Crown offered Mr Titford a price well below its true (certified) valuation.
42. Mr Titford was forced to sell his farm 'under duress' or forced into bankruptcy.
43. This would include his father's farm held by the bank as collateral on the loan.
44. Phillip Fox Solicitors drafted the original agreement in 1994 for the Crown.
45. He agreed to the sale agreement on 8 December 1995 with one amendment.
46. The amended agreements arrive on the 11th but it is a completely new agreement.
47. The Crown Law Office had drafted a new agreement with many extra clauses.
48. A new clause stated Mr Titford could not sue the Bank for mismanagement.
49. Mr Titford makes a large amendment to page 11 and only initials 4 pages.
50. He also amended the Deed that the Te Roroa claim was an "alleged" claim.
51. The Crown also agrees that the Te Roroa claim is only an "alleged" claim.
52. Mr Titford has the amended agreement witness by the Crown's Notary Public.

53. Mr Titford signs the agreement 'without legal advice' and 'under duress'.
54. The Crown removed Mr Titford's 4-initialed pages before they execute it.
55. The Ombudsman's officials confirm the documents had been 'tampered with'.
56. Mr Titford and his lawyer were refused copies of the executed documents.
57. In 1995 the Crown stole their farm, assets and capital for an "alleged" claim.
58. Mr and Mrs Titford and family return to New Zealand to start again at Awanui.
59. The Crown continues to harass Mr and Mrs Titford.
60. By now Mr and Mrs Titford have seven healthy children.
61. All the assets were now placed in 'Trust' as Allan did not trust the Crown.
62. By 2009 Susan had had enough of the harassment and decided to leave Allan.
63. Susan writes to Barrister Greg Denholm.
64. She asks, "If Allan was in jail would I be able to get control of the Trust".
65. Was this, "Criminal Intent to jail Allan to get control of the Trust"?
66. Susan writes to the Minister of Justice about Perjury.
67. He tells her if she can prove she was forced to lie she would not be charged.
68. Hon John Carter hears of the separation and holds a meeting with Susan.
69. He offers her immunity if she will co-operate with the Crown and Police.
70. It seems Susan has had enough, "If you can't beat them, join them"!
71. Carter asks Susan to make a list of anything that would convict Mr Titford.
72. The Crown then takes over, deleting some charges and adding many others.
73. The Police interview the children behind closed doors.
74. The Police censor the interview recordings before presenting them to the Court.
75. It was stated at the trial Susan offered the children \$5000 each.
76. It was stated the \$5000 was to testify against their father at the trial.
77. Susan allowed her 15-year-old daughter to sleep with a 23-year-old man.
78. Susan's daughter ran away and the Police found her with the 23-year-old man.
79. She said the family would beat her up and starve her if she went home.

80. The Police informed CYF but they decided to leave her where she was.
81. The Police and CYF allowed her to continue to sleep with the 24-year old man.
82. Susan 15-year old daughter became pregnant to the 24-year old man.
83. No charges were laid against the man under 'Section 134 of the Crimes Act'.
84. No charges were laid against her mother Susan or the family for 'Child Abuse'.
85. Mr Titford was arrested for breach of bail while looking for his daughter.
86. Mr Titford was acquitted after being jailed for 3 months.
87. Susan and her family were the Crown's main witnesses against Mr Titford.
88. Affidavits state the Police and Mr Titford's Crown paid lawyer withheld evidence.
89. Susan claimed Mr Titford claimed insurance for sinking his fishing boat.
90. She claimed he sank it with an axe but the boat had a steel hull.
91. Susan's brother Richard accused Mr Titford of assaulting his son James.
92. He accused Allan of punching James to the ground and jumping on this neck.
93. Also kicking him with his steel capped boots when on the ground.
94. Mr Titford was about 95 kilos and his son was 12 or 14 years of age.
95. No medical records were produced of these vicious attacks.
96. Surely there would be medical records if the offences really took place.
97. Richard Cochrane, Susan's brother has many convictions against his name.
98. Mr Titford's Crown's paid lawyer did not allow one witness in Mr Titford's defense.
99. Susan accused Allan of rape, but no medical records or evidence were produced.
100. It is stated Susan offered the children \$5000 each if they would support her.
101. Susan wanted to take control of the money and assets held by the Trusts
102. Susan joins forces with Allan's account and the Crown to take over the Trusts.
103. The Crown with Allan's accountant's help, writes Allan out of the Trust.
104. Allan's bail conditions would not allow him to go within 250 klms of his farm.
105. The Court orders the farm at Awanui, now in Trust to be sold.
106. The value of the farm has drastically reduced due to Mr Titford's bail conditions.

107. Susan Cochrane will end up with the remaining assets and funds of the Trust.
108. Mr Allan Titford, an innocent New Zealand farmer will rot in jail for 24 years.
109. Once again the Crown has stolen Mr Titford's assets, leaving him a broken man.
- 110. Mr Allan Titford, New Zealand's First Political Prisoner!**

The blame must be laid firmly at the Crown's feet.

The blame must be laid firmly at the Crown's feet, Allan Titford bought a 1750-acre farm at Maunganui Bluff and the Crown issued him with "freehold title" to the land. This should have been the end of the story, but it was only the beginning of a very long sad story that lasted 25 years and saw Alan Titford jailed by the Crown for 24 years. The Crown is suppose to protect its citizens and their property but in this case the Crown destroyed 9 young peoples lives forever and those responsible must be brought to justice!

I was at a meeting with Susan Cochrane/Titford and Minister John Carter after he found out there was a matrimonial dispute between Mr and Mrs Titford. The Minster promised Susan immunity if she would help the Crown and Police to lay charges against her husband to silence him over the "freehold titled" land the Crown stole from him to help settle Te Roroa's "alleged" Treaty of Waitangi claim, a claim that had been rejected by Parliament in 1942 after a full judicial inquiry.

Susan wrote to the Minister of Justice asking how she could evade being charged for Perjury. The Minster said if she could prove that she had been forced to lie then she would not be charge. Susan, her children and her brother then made out a list of charges they 'dreamt up' over the 25-years she had been married to her husband Allan Titford.

The Crown then took over Susan's list of charges, deleting some and adding many others then 'grooming' their witnesses to support each other at the trial. Remember this started as a matrimonial dispute between a husband and wife that the Crown turned into a witch-hunt to silence Mr Titford for possibly the rest of his life for speaking out for his Human Rights.

Both Allan and Susan Titford and their children need help as the ONZF and others have all the evidence to show the Crown used dubious methods to steal Mr Titford's "freehold title" farm to help settle Te Roroa's "alleged" Treaty of Waitangi claim and to also put Mr Titford behind bars for 24 years by using Susan Cochrane, her children and brother Richard.

I am doubtful Susan and her children are telling the truth as I have spent a lot of time staying with them in Tasmania and New Zealand researching the claim and helping Allan on the farm and they have stayed with my wife and I on the Sunshine Coast. In all this time I have never seen any physical abuse to Susan, James or any of the children by Mr Titford. The verbal abuse is something completely different, but each gave as good as the other but that was it, there was never physical abuse of any nature.

If Mr Titford did these terrible things he was charged with, then we believe there should be many of the Crown's officials in jail with him as they were the cause of all this disruption to a young innocent farmer, his wife and his young family over a 23-year period.

What happened to "Innocent Until Proven Guilty" in our country, we should all be extremely afraid until a re-trial is held where all the withheld evidence is open for public scrutiny and all those found guilty of corruption or withholding evidence, to swap places with Mr Titford. We believe Susan Cochrane and the children need help and Mr Titford a fair trial and compensation from the Crown for stealing his "freehold titled" land, pain and suffering and the loss of his family. Until Mr Titford gets a fair trial, the ONZF will never give up, we have all the evidence but without your help, the Crown's officials will continue to use every available method they have at their disposal to stop Mr Titford from having a fair re-trial where all the evidence is heard.

One of the most crucial aspects of a fair legal trial is the right to call witnesses on both sides, Mr Titford was never given this opportunity at his recent trial, the Crown made sure it never happened and he was unfairly jailed for 24 years by this "Kangaroo Court".

Allan Titford must have a retrial where all the evidence is open for public scrutiny!

Compiled by Ross Baker, Researcher, One New Zealand Foundation Inc from document we have on file left by those involved since the beginning of this disgraceful treatment by the Crown of an innocent New Zealand Citizen and his young family. The Crown stole his "freehold titled" property "under duress" and "without legal advice" then "tampered with" the documents to help settle Te Roroa's "alleged" Treaty of Waitangi claim, a claim that had been rejected by Parliament in 1942 after a full Court inquiry by Chief Judge Shepherd in 1939. 8/4/2014.

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For information to substantiate this article, log onto: <http://allantitford-politicalprisoner.com/wordpress/> or contact the One New Zealand Foundation Inc at email: ONZF@bigpond.com.au. We believe in fair justice for all the people of New Zealand, irrespective of race, colour or creed. 24/03/2014 (C).