

What Lies Beneath

From: Ross Baker

Sent: Wednesday, May 14, 2014 7:36 AM

To: Iulia.Leilua@maoritelevision.com

Cc: John Ansell ; doutre@ihug.co.nz

Subject: Fw: Native Affairs programme – What lies beneath.

Iulia Leilua,

Maori Television.

Dear Iulia,

Re: “What Lies Beneath”.

While the One New Zealand Foundation Inc was not interviewed for your program although mention many times, we are very concerned by some of the comments made. The One New Zealand Foundation Inc has followed the acquisition of Mr Titford’s freehold titled property since Te Roroa lodged their claim.

At the time, Mr Titford was an innocent victim, he had bought a property under the laws of New Zealand and was issued with a freehold title by the Crown. The claim on his land had nothing to do with Mr Titford, it was an issue between Te Roroa and the Crown that had already had a judicial inquiry in 1939 and

was rejected by Parliament in 1942 due to there being no evidence to support the claim. There was no further evidence supplied to the Waitangi Tribunal to over-rule the 1939 inquiry or the 1942 Parliament rejection.

It was stated in the program the Crown paid Mr Titford six times what he had paid when he bought the land. The fact is, the Crown (Taxpayers) accepted liability of \$2.25 million debt that was incurred when the Rural Bank, with the Crown's help froze Mr Titford's accounts and took over the running of his farm. Interesting to note, the Crown included a clause in the Sale Agreement stopping Mr Titford from suing the Bank for, we believe, mismanagement. Attached, copy of debts incurred and accepted by the Crown, page 12.

I have also attached page 11 of the Sale Agreement signed by Mr Titford and witnessed by the Crown paid Notary Public but does not appear in the Sale Agreement executed by Mr Sam Brown the Minister of Crown Lands on behalf of Her Majesty the Queen or held in the Crown Law Office's files. As can be seen from this page, Mr Titford did not agree with this draft agreement, but it was used by the Crown with page 11 substituted to acquire his farm under duress and without legal advice. Attached page 11.

While Mr Titford receive \$1 million dollars for his farm no mention was made that this included \$750,000 for stock and \$50,000 for plant, leaving him just \$200,000 to purchase 1750 acres of land to replace his farm in 1995. Mr and Mrs Titford were also forced to sign the Sale Agreements under duress and without legal advice or forced into bankruptcy with Mr Titford's father's farm also taken as he was guarantor.

Mr Titford was never compensated for the beachside subdivision he was in the process of selling when the claim was lodged, which would have cleared all his debts. The beachside sections seemed to be the catalyst for Te Roroa's continuing harassment.

There was also no mention made that Mr Titford was not allowed one witness in his defense at his trial and two Affidavits, which you have copies show that the Police and his Crown paid lawyer withheld vital evidence from the trial that Mrs Titford's father, Graham Cochrane set fire to the house to get his daughter away from Te Roroa's continuing harassment, and not Mr Allan Titford.

The Hon John Carter, a Minister of the Crown at the time became very involved when he found Mr and Mrs Titford had matrimonial problems and offered Mrs Titford immunity if she would help the Crown silence Mr Titford over the treatment he had received from the Crown to acquire his farm for Te Roroa's "alleged" claim. I was at this meeting with Mr Carter and Mrs Titford on the 10 February 2010 and also have emails to prove this point. "Our system of government requires that courts operate independently of Ministers of the Crown, and that there is no actual implied interference in decisions by the courts in individual cases". Minister of Justice, Hon Simon Power.

After Mr and Mrs Titford separated, Mrs Titford allowed her 15 year old daughter to sleep with a 23 year old man under her roof. Later the daughter ran away with the 23 year old man and when the Police found her they handed her over to CYFS as they were concerned Mrs Titford and her family would beat her up

and starve her if she was returned home. CYFS allowed the 15 year old girl to continue sleeping with the 23 year old man until she became pregnant, but the Police close a blind eye instead of charging the man under 'Section 134 of the Crimes Act' and the family with alleged Child Abuse. Could this be because all were Crown key witnesses to convict and jail Mr Titford for an unprecedented 24 years? Also interesting, at the same time Mrs Titford was accusing her husband of sex charges and child abuse, you have to ask yourself who was abusing who? See attached letter from Mrs Titford to the Commissioner of Police.

While we believe there are claims that must be settled, both for Maori and Pakeha that had land confiscated or taken unfairly, there is absolutely no evidence to show Te Roroa's claim is one of them. This was even acknowledged by the Crown when the Minister of Justice, Hon Doug Graham signed the Deed of Sale that this was an "alleged" claim. See attached page 2 of Deed.

Hopefully Iulia, you will put the record straight, all this information is held in New Zealand's Archives for all to see, it just takes a little longer to research all the facts than just "cherry pick" those that suit. We also have all these documents plus thousands more on file from those involved at the time.

If justice is to be done, then Mr Titford must have a retrial with out Crown and Police interference were all the documented evidence and witnesses in Mr Titford's defense can appear before the court.

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 we believe he was unfairly jailed for 24 years by this "Kangaroo Court".

For more information, log onto www.onenzfoundation.co.nz or <http://allantitford-politicalprisoner.com/wordpress/>

Yours sincerely,

Ross Baker.

Researcher, One New Zealand Foundation Inc

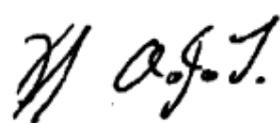
SCHEDULE II
The Liabilities

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)	\$145,200
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

EMA-99172



-11-

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/372	1300m ²	Lot 34 DP 121080	s308(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 Crowns 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 Crowns recent attempt to declare the Vendor insane in order to get power of attorney, so have no other choice but to
EMAS93172 Sign.

Al J Titford

PARTIES

1. **ALLAN JOHN TITFORD** formerly of Kaukapakapa, now of Tasmania, Farmer and his executors and administrators ("Allan Titford")
2. **HER MAJESTY THE QUEEN** acting by the Minister of Justice ("the Crown")

BACKGROUND

- A. Allan Titford is the owner of a property situated at Maunganui Bluff, Aranga Northland ("the Property") described in the Agreement for Sale and Purchase ("the Agreement") between Allan Titford and the Crown.
- B. The Crown intends, contemporaneously with this Deed, to enter into the Agreement with Allan Titford for the purpose of purchasing the Property, and in particular securing the purchase of the ^{ALLEGED} wahi tapu of Manuwhetai to assist settlement of the claim of the Te Roroa people under the Treaty of Waitangi Act 1975. L
copy
21
not
- C. In consideration of the Agreement Allan Titford and the Crown have agreed to make certain assurances and acknowledgements.

THE PARTIES THEREFORE ACKNOWLEDGE, COVENANT AND AGREE that:

1. The Agreement provides, inter alia, for the payment by the Crown to Allan Titford of NZ\$1,000,000.00 on or before 14 days after the execution of this deed. That sum will

HMA:93141

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 elses 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 daughters 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 persons 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 too. 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 daughters 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

