

**IN THE HIGH COURT OF NEW ZEALAND
WELLINGTON REGISTRY**

**I TE KŌTI MATUA O AOTEAROA
TE WHANGANUI-A-TARA ROHE**

CIV-2026-485-218

Under the	JUDICIAL REVIEW PROCEDURE ACT 2016
In the matter of	an application for judicial review
Between	COASTAL RATEPAYERS UNITED INCORPORATED
	Applicant
And	KĀPITI COAST DISTRICT COUNCIL
	Respondent

STATEMENT OF DEFENCE FOR THE RESPONDENT

15 June 2026

BUDDLE FINDLAY

Barristers and Solicitors
Wellington

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The respondent, by its solicitor, says in response to the applicant's statement of claim dated 1 May 2026:

FIRST GROUND OF REVIEW: BREACH OF LEGITIMATE EXPECTATION¹

The parties

1. It has insufficient knowledge of, and therefore denies, paragraph 1.
2. It admits paragraph 2.

Statutory decision-making and consultation

3. It apprehends it is not required to plead paragraph 3.
4. It apprehends it is not required to plead paragraph 4.

Background

5. It admits paragraph 5.

The agreements between the parties

6. It admits paragraph 6.
7. It admits paragraph 7 but says further that it relies on the entire agreement, and the joint memorandum of counsel filed with the Environment Court withdrawing Point 8 in the Notice of Appeal referred to in paragraph 6 as if pleaded in full.
8. It admits paragraph 8 but says further that:
 - (a) it relies on the agreement as if pleaded in full; and
 - (b) clause 12 of the agreement states "*KCDC will consult with the community in relation to proposed management responses to the coastal hazards problem(s) identified as part of the Schedule 1 RMA process and in accordance with the principles of consultation set out in section 82 of the Local Government Act 2002*".
9. It admits notice of a dispute was given by CRU but has insufficient knowledge of the reasons for giving notice, and therefore denies the remainder of paragraph 9.

¹ For ease of reference this adopts the headings used in the statement of claim.

10. It admits that the parties agreed that a panel of independent experts would be appointed by the Council through a collaborative appointment process with CRU to review the science reports commissioned by the parties against the criteria defined in the terms of reference for the panel, but otherwise denies paragraph 10 and says further that it relies on the entire terms of reference document as if pleaded in full.
11. It admits paragraph 11 but says further that it relies on the entire terms of reference document as if pleaded in full.
12. In respect of paragraph 12:
 - (a) it admits paragraph 12.1;
 - (b) it denies paragraph 12.2;
 - (c) it denies the remainder of paragraph 12, but notes that the parties did agree the composition of the expert science panel before the panel commenced work; and
 - (d) it relies on the terms of reference document as if pleaded in full.

Subsequent events

13. It admits paragraph 13 but says further that Dr Shari Gallop was appointed as an "*independent science expert*" as stated in the terms of reference.
14. It admits paragraph 14 but says further:
 - (a) that the report released in November 2025 was a draft version; and
 - (b) the subsequent final version of the report is dated 2 April 2026.
15. It denies paragraph 15 and says further that it relies on the final version of the panel report dated 2 April 2026 as if pleaded in full.
16. It admits CRU raised those matters with the Council but otherwise denies paragraph 16, and adds in respect of paragraph 16.1 that Dr Gallop did not chair the panel.
17. It denies paragraph 17.
18. It denies paragraph 18.
19. It denies paragraph 19.

Grounds of breaches of legitimate expectations

20. It apprehends it is not required to plead paragraph 20, but otherwise denies paragraph 20.

Relief

21. It apprehends it is not required to plead to the relief sought.

SECOND GROUND OF REVIEW: BREACH OF CONSULTATION OBLIGATIONS

22. In response to paragraph 21 it repeats its response to those paragraphs as set out above.
23. It apprehends it is not required to plead paragraph 22.
24. It apprehends it is not required to plead paragraph 23, but otherwise denies paragraph 23.
25. It apprehends it is not required to plead paragraph 24, but otherwise denies paragraph 24.

Relief

26. It apprehends it is not required to plead paragraph 25.

This statement of defence is filed by **Paul Terrence Beverley / Thaddeus Joseph Ryan**, solicitor for the respondent whose address for service is at the offices of Buddle Findlay, Level 17, Aon Centre, 1 Willis Street, Wellington 6011. Documents for service on the respondent may be left at that address or may be:

1. posted to the solicitor at PO Box 2694, Wellington 6140; or
2. left for the solicitor at a document exchange for direction DX SP20201, Wellington; or
3. emailed to paul.beverley@buddlefindlay.com and thaddeus.ryan@buddlefindlay.com