IN THE HIGH COURT OF NEW ZEALAND
WELLINGTON REGISTRY

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

CIV-2025-485-451
[2026] NZHC 1198

UNDER	Section 18 of the Broadcasting Act 1989
IN THE MATTER	of a decision of the Broadcasting Standards Authority
BETWEEN	SEAN RUSH Appellant
AND	BROADCASTING STANDARDS AUTHORITY First Respondent
	TELEVISION NEW ZEALAND LIMITED Second Respondent

Hearing:	12 March 2026
Counsel	G K Edgeler for Appellant J Edwards and J O Renner for Second Respondent
Judgment:	6 May 2026

JUDGMENT OF RADICH J

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[1] In its *1News* programme on 14 November 2024, Television New Zealand aired an item on the Principles of the Treaty of Waitangi Bill[1] (the Treaty Principles Bill) which Mr Rush sees as having breached the Code of Broadcasting Standards in New Zealand. The allegation, in broad terms, is that it was inaccurate and misleading.

[2] Mr Rush's complaint to TVNZ was not upheld by TVNZ, or by the Broadcasting Standards Authority (the Authority), to which it was referred.

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1 I will refer to it as the Treaty Principles Bill, as it was commonly known.

[3] In this appeal from the Authority's decision, the issues are whether the Authority's conclusions should be overturned and whether its decision-making process was flawed.

The news item

[4] The item was aired at the beginning of the news broadcast at 6 pm on 14 November 2024. It ran for approximately eight minutes. Over the first 30 seconds, Simon Dallow spoke of the "chaotic and unprecedented scenes" in Parliament that day involving, among other things, the performance of a haka by members of Te Pāti Māori, and by members of the public in the gallery, leading to the Speaker suspending Parliament. After the brief introduction, reporter Benedict Collins presented an item with footage of, and commentary on, the exchanges and events in Parliament and on interviews with members of Parliament afterwards.

[5] After that piece, and at just over five minutes into the item, Simon Dallow said: "So what does the Bill actually propose and, crucially, what are some of the differences between it and the current Treaty principles? Katie Bradford takes a look."

[6] Katie Bradford then said:

> The concept of Treaty principles was introduced in the Treaty of Waitangi Act 1975. Through the years, it has developed through various case law and pieces of legislation. Crucially, there are no principles that have been expressly defined or set out in law. That's what David Seymour says he is trying to do.
>
> Let's compare the current main three principles with the Bill before Parliament.
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> On partnership, the Treaty created a relationship between Māori and the Crown and both parties must act with the utmost good faith. The new Principle One states the government has full power to govern and Parliament has the full power to make laws in the best interests of everyone.
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> The second current principle addresses participation. At present, the Crown is to provide tangata whenua with the opportunity to engage with the decision-making processes at all levels. Proposed Principle Two, the Crown recognises and respects and protects the rights hapū and iwi had when they signed Te Tiriti. Those rights differ from the rights

> everyone has, only when they are specified in legislation, Treaty settlements, or other agreements with the Crown.
>
> Principle Three addresses protection. The existing understanding is that the government prioritises the active protection of Māori interests, rights, taonga and rangatiratanga. The new proposed Principle Three states everyone is equal before the law and entitled to equal protection and benefit without discrimination. Everyone is entitled to the equal enjoyment of the same human rights without discrimination.
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> One of the major concerns from opponents of the Bill is the absence of any mention of tino rangatiratanga. That loosely translates to Māori autonomy. The Bill proposes to take those principles to a referendum for the public once passed, but it's a Bill that looks doomed to never get to that stage.

[7] Graphics were shown while these words were read. So, for example, when Ms Bradford read the paragraph beginning "On partnership …", the word "Partnership" was shown on the screen and bullet points then appeared underneath it reading "Māori and Crown relationship" and "Both parties must act with the utmost good faith". Then the broadcast displayed "Principle 1", with bullet points then appearing under it reading "The Government has full power to govern" and "Parliament has full power to make laws".

[8] Graphics of the same kind were then used when Ms Bradford read the paragraphs beginning "The second current principle" and "Principle Three".

The inaccuracies that are alleged

[9] Mr Edgeler put the concerns held by Mr Rush on the basis that the item sought to draw a distinction between what was said to be the "current main three principles" and the "new" principles proposed by the Treaty Principles Bill. Certainly, the word "new" was used, twice, in describing principles in the Treaty Principles Bill.

[10] Mr Rush is concerned that, first, what the item described as the "current main three principles" was an incomplete description of the principles, that it amounted to shorthand and was reductionist. Secondly, and relatedly, the three principles the broadcast describes – "partnership", "participation" and "protection"[2] – are seen by

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[2] This description of the principles of the Treaty is often referred to as the "three Ps".

Mr Rush as being supportive of iwi aspirations while Mr Rush is concerned that other existing principles, that provide balance, were not mentioned. Primarily, it is said that no mention was made of kawanatanga – that is, the authority of a government. That omission is seen by Mr Rush as leading to the creation of a misleading impression that balancing principles such as the right to govern do not exist or are not important. That, it is said, is likely to lead viewers of the item to think that principles in the Treaty Principles Bill were "new" or "proposed" when in fact they were established, legitimate and important principles.

[11] The point is put on the basis that, with the omission of other relevant principles – kāwanatanga in particular – a skewed impression of the Bill's legitimacy is given.

The process to this point

[12] On 15 November 2024, Mr Rush complained to TVNZ under s 6 of the Broadcasting Act 1989 (the Act), saying that, for reasons I have summarised, standard 6 of the Code, which relates to "accuracy", had been breached.

[13] In a decision of 13 December 2024, TVNZ declined to uphold the complaint under s 7 of the Act.[3] On 6 January 2025, Mr Rush referred his complaint to the Authority under s 8.

[14] In a decision of 10 June 2025,[4] the Authority found that "there is no definitive or exhaustive list of Treaty principles",[5] that Ms Bradford did not suggest that the "three Ps were all-encompassing or that other Treaty principles do not exist" and that,

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3 In a decision of 13 December 2024 and it was then referred to the Authority under s 8.

4 *Rush v Television New Zealand Ltd* BSA 2025-003, 10 June 2025 [the Authority's decision].

5 Reference was made in the decision to there having been "no definition or attempt to define what the principles of the Treaty mean in legislation in a general way" – citing to Te Rōpū Whakamana i Te Tiriti o Waitangi | The Waitangi Tribunal *Ngā Mātāpono | The Principles* (Wai 3300, 2024) at 67. Reference was made also to the courts and the Waitangi Tribunal having been required to interpret what the principles of the Treaty are, citing Carwyn Jones "Carwyn Jones: The Treaty bill is an act of extreme bad faith" *E-Tangata* (online ed, 21 July 2024); and Te Rōpū Whakamana i Te Tiriti o Waitangi | The Waitangi Tribunal *Ngā Mātāpono | The Principles* (Wai 3300, 2024) at 67. Reference was made, at [13], to the Tribunal having found previously that the "three Ps" articulation of Treaty principles is outdated and reductionist – Te Rōpū Whakamana i Te Tiriti o Waitangi | The Waitangi Tribunal *Hauora* (Wai 2575, 2019) at 79–80 and 163.

for these reasons, Ms Bradford's comments were "unlikely to mislead viewers in any material way".[6]

[15] The Authority found that describing the principles proposed in the Treaty Principles Bill as "new" was a reference to the Bill's content, rather than to the origins of that content such that, if the news item was misleading in any way, in the context of the broadcast no harm could be identified which would be such as to justify intervention.[7]

The issues

[16] The issues are these:

(a) Did the Authority err[8] in finding, under standard 6 of the Code, that TVNZ had made reasonable efforts to ensure that the news item was accurate and did not materially mislead?

(b) Was the Authority's decision-making process flawed in the sense that it did not properly evaluate the complaint, or in the sense that it was plainly wrong?

Legal principles

[17] Under s 21 of the Act, the Authority is to develop and issue codes of broadcasting practice and is to encourage their observance.[9]

[18] The Code was developed by broadcasters and the Authority, in consultation with other stakeholders and the public, and took effect on 1 July 2022. Part 2 is headed "Balanced and Accurate Reporting in News, Current Affairs and Factual Content". Within pt 2, standard 6 is in the following terms:

> Broadcasters should make reasonable efforts to ensure news, current affairs and factual content:

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6 At [12]–[14].
7 At [17] and [18].
8 The word "err" is used in the sense of the appeal principles discussed below.
9 Section 21(1)(e), (f) and (g).

- is accurate in relation to all material points of fact
- does not materially mislead the audience (give a wrong idea or impression of the facts).

In the event a material error of fact has occurred, broadcasters should correct it within a reasonable period after they have been put on notice.

[19] Under s 4 of the Act, broadcasters are responsible for maintaining, in their programmes and their presentation, standards that are consistent, among other things, with a code.[10] Broadcasters must receive and consider formal complaints that allege any programme they broadcast failed to comply with s 4.[11] Section 7 requires broadcasters to make decisions about whether a formal complaint is justified. A complainant may refer their formal complaint to the Authority if they are dissatisfied with the broadcaster's decision.[12] The broadcaster or complainant may appeal to the High Court against a decision of the Authority.[13]

[20] Section 18(4) provides that "The court shall hear and determine the appeal as if the decision or order appealed against had been made in the exercise of a discretion".

[21] An appeal against the exercise of a discretion can only succeed if the appellant proves that the decision-maker acted on a wrong principle, failed to take into account some relevant matter, took account of some irrelevant matter, or was plainly wrong.[14]

[22] An assessment of whether a decision is "plainly wrong" in the light of evidence brings in the principles expressed by the Supreme Court in *Bryson v Three Foot Six Ltd* to the effect that the Court should only intervene on a ground of this nature if a decision is "so insupportable – so clearly untenable – as to amount to an error of law".[15]

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10 Section 4(1)(e).
11 Section 6(1)(a).
12 Section 8(1B)(b)(i).
13 Section 18(1).
14 *May v May* (1982) 1 NZFLR 165 (CA) at 170 – a test that has been applied in the Authority context, for example, in *Lowry v Television New Zealand Ltd* [2019] NZHC 351, [2019] NZAR 467 at [19].
15 *Bryson v Three Foot Six Ltd* [2005] NZSC 34, [2005] 3 NZLR 721 at [26], citing Lord Radcliffe in *Edwards v Bairstow* [1956] AC 14 (HL) at 36.

[23] As Simon France J said, in the context of an appeal from a decision of the Authority, decisions on which views can differ are "less susceptible to being over-ruled as plainly wrong".[16]

[24] When an appeal is limited to an assessment of the exercise of a discretion, a form of deference to the specialist nature of the decision-maker, in this case the Authority, is built in. Accordingly, it is not a matter of the Court giving less deference in a case like this – involving an assessment of the description of Treaty principles – than a case involving specialist broadcasting expertise, as had been suggested. The height of the hurdle is set through the terms of s 18(4) of the Act, not through a case-by-case assessment of the expertise of the Authority in comparison with that of the Court.

First ground of appeal – Did the Authority err in its assessment of whether the news item breached the relevant standards?

Was the news item inaccurate?

[25] Standard 6 in the Code required TVNZ to make reasonable efforts to ensure that the news item was accurate. Under the guidelines that accompany the standard, it is said that the assessment of whether a broadcaster has made reasonable efforts to ensure accuracy includes consideration (among other matters) of the source of material broadcast and the extent to which the issue of accuracy was reasonably capable of being determined by the broadcaster.[17]

[26] With that in mind, I come back now to the content of the news item.

[27] It was said in the news item, by way of summary, that the "current main three principles" of the Treaty are partnership, participation and protection. Each is given a brief description. In each case, one of these "current" principles is compared to one of the three "new" principles from the Treaty Principles Bill. However, it is not entirely an apples-for-apples exercise because principles 1, 2 and 3 from the Treaty Principles Bill were endeavours to rephrase the drafter's view of arts 1, 2 and 3 of the

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16 *Television New Zealand Ltd v Freeman* HC Wellington CIV-2011-485-840, 26 October 2011 at [30].

17 Code, cl 6.3, first and fifth bullet points.

Treaty itself, while the three existing principles used in the news item were three of a number of principles said to stem from the Treaty as a whole.

[28] When I go on now to describe the Treaty and principles arising from it, I do so by no means in any definitive way. Different views and thoughts are available on the meanings of the Māori text in English words.[18] Accordingly, I refer to aspects of the Māori and English versions of the Treaty simply for context in order to frame the analysis of this ground of appeal.

[29] The Treaty is comprised of a preamble and three articles. The Māori text of article 1 refers to rangatira giving to the Queen of England kawanatanga – the right of governance – whereas, in the English text, references made to Māori having ceded sovereignty.

[30] The Māori version of article 2 uses the word 'rangatiratanga' in promising to uphold the authority of tribes over their lands and taonga, whereas the English text refers to the Queen guaranteeing to Māori the undisturbed possession of the properties, including the lands and fisheries. Article 2 provides also for land sales to be effected through the Crown, giving the Crown the right of pre-emption in the sale of land.

[31] In article 3, the Crown in the English text promises 'royal protection' to Māori and full citizenship. The Māori text references rights and duties. Both texts emphasise equality.

[32] The preamble of the Treaty of Waitangi Act 1975 notes that the Māori text and the English text of the Treaty differ and provides that the Waitangi Tribunal will make recommendations "relating to the practical application of the principles of the Treaty". Section 9 of the State Owned Enterprises Act 1986 refers also to "the principles of the Treaty". The Court of Appeal considered the phrase in the *Lands* case.[19] Cooke P said that:[20]

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18 See, for example, I H Kawharu "Literal Translation of Māori text by I. H. Kawharu" in Michael Belgrave, Merata Kawharu and David Williams (eds) *Waitangi Revisted: Perspectives on the Treaty of Waitangi* (Oxford University Press, Oxford, 2005) 388–393; and Ned Fletcher *The English Text of the Treaty of Waitangi* (Bridget Williams Books, Wellington, 2022).

19 *New Zealand Maori Council v Attorney-General* [1987] 1 NZLR 641 (CA) [*Lands*].

20 At 655–656.

> … the Treaty is a document relating to fundamental rights; that it should be interpreted widely and effectively and as a living instrument taking account of the subsequent developments of international human rights norms; … I accept that this is the correct approach when interpreting ambiguous legislation or working out the import of an express reference to the principles of the Treaty.

[33] McKay J put it this way in the *Broadcasting Assets* case:[21]

> It is the principles of the Treaty which are to be applied, not the literal words. The English and Maori texts in the first schedule to the Treaty of Waitangi Act 1975 are not translations the one of the other, and the differences between the texts and shades of meaning are less important than the spirit.

[34] The Treaty principles referred to in *Lands* included the duty to act reasonably and in good faith, the active protection by the Crown of Māori interests, informed decision-making, remedying past grievances, and the Crown's right to govern.[22] As the Treaty is a "living instrument" that "has to be applied in light of developing national circumstances",[23] so consideration by the Courts, the Waitangi Tribunal and the Crown of the principles that may be drawn from the Treaty is ongoing.

[35] Ongoing consideration of the principles can be found, for example, in the Supreme Court's decision in *Ririnui v Landcorp Farming Ltd*, where Arnold J said that the Crown's duty to actively protect Māori interests is a well-established principle of the Treaty.[24]

[36] In *The Ngai Tahu Report 1991*, the Waitangi Tribunal discussed the principle of "exchange" or "reciprocity" which derives from "the exchange of the right to govern for the right of Māori to retain their full tribal authority and control over their lands and all other valued possessions".[25]

[37] Mr Rush has referred to the Waitangi Tribunal's 2003 *Report on the Wellington District*, which describes the "leading principle" as being that "Maori ceded

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21 *New Zealand Maori Council v Attorney-General* [1992] 2 NZLR 576 (CA) at 590.
22 *Lands*, above n 19, at 664–666, 683 and 715.
23 *Te Runanga o Muriwhenua Inc v Attorney-General* [1990] 2 NZLR 641 (CA) at 655, per Cooke P.
24 *Ririnui v Landcorp Farming Ltd* [2016] NZSC 62, [2016] 1 NZLR 1056 at [51], n 54. Arnold J noted the Court of Appeal's application of this principle in *Lands*.
25 Waitangi Tribunal *The Ngāi Tahu Report 1991* (Wai 27, 1995) vol 2 at [4.7.5]. And see Waitangi Tribunal *Report of the Waitangi Tribunal on Claims Concerning the Allocation of Radio Frequencies* (Wai 26, Wai 150, 1990) at 53.

sovereignty to the Crown in exchange for the protection by the Crown of Maori rangatiratanga".[26]

[38] Since that report's release in 2003, the Waitangi Tribunal has advanced the position that Māori viewed the Treaty as an agreement for partnership and shared authority.[27]

[39] I mention this, not to take a position – as that is well outside the scope of this decision – but to show that the Treaty principles continue to evolve.

[40] However, some use the words "partnership, participation and protection" as a shorthand way of capturing the essence of the principles of the Treaty as a whole. In a world of sound bites, they are often reduced further to simply the "three Ps". It can be said that the notion of "partnership" captures, for example, the balancing of kawanatanga and rangatiratanga, that "participation" captures the duty to act reasonably, the need for informed decision-making and the notion of equity, and that "protection" is a central feature in most descriptions of the Treaty principles.

[41] In this way, it is not so much the case, as Mr Rush suggests, that the news item omitted recognised principles that would, if included, have brought balance to the item. Rather, it endeavoured to summarise them. The principle of kawanatanga, for example – with which Mr Rush is most concerned – is embedded within the notion of partnership.

[42] While I would not encourage the notion of wrapping up the Treaty principles as the "three Ps", they do embrace Treaty principles in a way that, while summarised, is not inaccurate – and certainly not to an extent that would enable this Court on appeal to find that the Authority's conclusions on the point should be overturned.

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26 Waitangi Tribunal *Te Whanganui a Tara me ona Takiwa | Report on the Wellington District* (Wai 145, 2003) at [4.4.1].

27 Waitangi Tribunal *He Whakaputanga me te Tiriti | The Declaration and the Treaty: The Report on Stage 1 of the Te Paparahi o Te Raki Inquiry* (Wai 1040, 2014) at [10.4.4]; and Waitangi Tribunal *Tino Rangatiratanga me te Kāwanatanga: The Report on Stage 2 of the Te Paparahi o Te Raki Inquiry, Part I* (Wai 1040, 2023) vol 1 at 411.

[43] Moreover, the context in which the news item aired is all-important. It was a short segment to provide some context to the controversy in Parliament that day. A two-minute item. It did not set out to, nor did it have to, discuss all known Treaty principles in depth. It was a high-level summary, intended to provide a digestible explanation. Ms Bradford referred to the principles she used as "the main" principles. It seems to me that in those circumstances Ms Bradford did, in terms of cl 6.3 of the guidelines in the Code, make "reasonable efforts to ensure accuracy" and that the item was ultimately sufficiently accurate in the context in which it was aired.

[44] Therefore, in finding that the description in the news item did not breach the accuracy requirement in standard 6 of the Code, the Authority did not act on a wrong principle, fail to take into account a relevant matter, or to take account of an irrelevant matter and it was not plainly wrong.

Did the news item materially mislead the audience?

[45] At one level it can be said that, if an item is found to be sufficiently accurate, it cannot have been materially misleading. But I do go on to consider, beyond the accuracy of the explanation of what the Treaty principles are, whether it was misleading to have presented those principles, alongside the principles in the Treaty Principles Bill, in the way I have described the item earlier in this decision.

[46] Mr Rush is concerned that viewers who watch the item would have been left with the impression that the Treaty Principles Bill did not have any relationship to the established Treaty principles, when that was not the case. In expanding on this point for Mr Rush, Mr Edgeler says that the three Ps have never mapped one-to-one with the three Articles of the Treaty and, therefore, it was misleading to map them one-to-one with three principles from the Treaty Principles Bill. The impression was created, it is said, that the Bill was wholly new and was replacing existing principles. Moreover, Mr Rush is concerned that (as discussed earlier under the "accuracy" head), the item failed to discuss at all the "balancing principles", such as kāwanatanga, which he sees as being directly relevant to the debate on the Bill.

[47] As I have discussed already, the principle of partnership involves balancing kāwanatanga with tino rangatiratanga and so, in a shortform item of this nature, that was sufficient.

[48] Beyond that, Mr Rush's concerns can, as I see it, be addressed in two points. The first is that TVNZ was entitled to undertake a comparative exercise between some of the key Treaty principles and the principles contained in the Treaty Principles Bill.

[49] Secondly, any comparison between existing formulations of the Treaty principles and the Bill's principles would have highlighted that the Bill departed from the existing principles in at least some respects. That is the case because existing principles were derived holistically from the Treaty while the Bill's three principles are adjusted versions of the Treaty's articles themselves.

[50] Was it, then, misleading to marry up the Bill's principles with a summary of the current Treaty principles? While the comparative exercise was a little clumsy, it was not, in my view, misleading. And it certainly was not "materially" misleading as the code requires.

[51] For these reasons I cannot conclude that the Authority acted on a wrong principle, failed to take into account some relevant matter, took into an irrelevant matter or was plainly wrong when it concluded that the item did not materially mislead the audience.

Second ground of appeal – Was the Authority's decision-making process flawed?

[52] Two grounds are advanced for Mr Rush under this head. The first is that the Authority determined unreasonably that Mr Rush's complaint was based upon his personal preference for how TVNZ should have approached its reporting, rather than treating it as a complaint about the accuracy of the reporting.

[53] This is a difficult argument. It is founded in s 5(c) of the Act which provides that one of the principles on which pt 2 of the Act is based is that "complaints based merely on a complainant's preferences are not, in general, capable of being resolved by a complaints procedure". Section 11, in turn, provides that the Authority may

decline to determine a complaint if it considers that it is frivolous, vexatious or trivial or that, in all of the circumstances, it should not be determined by the Authority. Mr Edgeler submits that, in previous cases, if the Authority was of the view that a complaint was based on a complainant's preference (with s 5(c) in mind), it has tended to dismiss the complaint, using s 11. Here, he says, the Authority has in its decision used the language in s 5(c)[28] but, nevertheless, has determined the complaint under s 13 but without actually evaluating the accuracy of the item.

[54] I cannot see that the Authority's brief mention of Mr Rush's preference was determinative of the issues it was considering. Its reasoned analysis considered the Treaty principles as a whole, considered the way in which they were described in the item, and reached a reasoned view on whether they were inaccurate or misleading.

[55] The second ground advanced is that the Authority did not use "the correct evaluative framework" in its decision.

[56] Mr Edgeler says that the core of the complaint concerns the omission of reference to an existing Treaty principle – the Crown's right to govern – which has similarities to the principles in the Treaty Principles Bill. In a related way, he points to the absence of any reference in the news item to there being a serious debate about what the present Treaty principles encompass.

[57] He says that these points were not addressed in the Authority's decision. Mr Edgeler refers to the Authority's decision in *Horowhenua District Council v Mediaworks Radio Ltd*, which made the point that programmes may be misleading by omission and that being "misled" can be defined as being given a "wrong idea or impression of the facts".[29]

[58] The Authority in this case reasoned (by way of overview) that:

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[28] At [14] of its decision the Authority said: "The complainant may have preferred Bradford's analysis to include additional background on the development and origins of the Bill's principles, but such a complaint is not, in general, capable of being resolved by a complaints procedure because it relates to the exercise of discretion."

[29] *Horowhenua District Council v Mediaworks Radio Ltd* BSA 2018-105 (29 July 2019) at [40].

(a) there is no definitive or exhaustive list of Treaty principles;[30]

(b) Ms Bradford did not suggest that the "three Ps" were all-encompassing or that other Treaty principles did not exist and, accordingly, it is unlikely that viewers would have been misled about what *was* said;[31]

(c) it was not necessary, in the interests of accuracy, to have given more prominence "to the five principles outlined in the *Principles for Crown Action on the Treaty of Waitangi* document".[32] Accordingly, there was nothing inaccurate or misleading in what *was not* said; and

(d) viewers would not have been misled by Ms Bradford's description of principles in the Treaty Principles Bill as being "new" because the Bill is a new document that attempts to define Treaty principles in legislation.[33]

[59] While Mr Rush would have wished for further analysis from the Authority – on the alleged omissions in particular – the point was addressed appropriately by the Authority in this way. While further analysis might have been optimal, the Authority's reasons were adequate and there was no flaw in its evidential approach as has been alleged.

[60] For the same reasons, the Authority did not take irrelevant factors into account or fail to take relevant factors into account, and the decision could not be described, as it has in the submissions for Mr Rush, as being "plainly wrong". To the contrary, for the reasons I have given, I regard the decision as being tenable and supportable such that it would not approach the threshold for a "plainly wrong" finding, which I have described in [21]–[23] above.

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30 The Authority's decision, above n 4, at [12].

31 At [13].

32 At [14]. This is a reference to a document written by Sir Geoffrey Palmer while Attorney-General: Rt Hon Geoffrey Palmer "The Treaty of Waitangi – principles for Crown action" (1989) 19 VUWLR 335 at 338. The document refers to principles of "Kawanatanga", "Rangatiratanga", "Equality", "Reasonable Co-operation" and 'Redress'.

33 The Authority's decision, above n 4, at [16]–[17].

[61] Finally, it is said for Mr Rush that the Authority failed to consider the extent to which TVNZ made reasonable efforts to ensure that the news item was accurate and did not materially mislead viewers, and that no reasonable efforts were in fact made.

[62] Because I have found that the appeal could not succeed on the Authority's findings on accuracy, this submission cannot be sustained. As was said in *Radio New Zealand Ltd v Bolton*, if a broadcast is found to be accurate and not misleading, the broadcasters' efforts to ensure accuracy do not fall to be examined.[34] Given the findings made on accuracy, the efforts made to ensure accuracy can be regarded as reasonable.

Outcome

[63] For these reasons, the grounds for a successful appeal are not made out and the appeal is dismissed.

[64] Mr Edgeler described the appeal as having been brought in the public interest and submitted that on that basis costs should lie where they fall. Mr Edwards wished to be heard on costs following the outcome of the appeal. Accordingly, in the event that a common position cannot be reached between the parties, then TVNZ may file a memorandum within 20 working days of the date of this decision and a memorandum for Mr Rush may be filed within a further 10-day working period. Any such memoranda (including schedules) should not exceed five pages in length.

Radich J

Solicitors:
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Russell McVeagh, Auckland for Second Respondent

[34] *Radio New Zealand Ltd v Bolton* HC Wellington CIV-2010-485-225, 19 July 2010 at [54] (which applied to the analogous "accuracy" principle from the then Radio Code of Broadcasting Practice.