NGĀTI MĀKINO

and

NGĀTI MĀKINO IWI AUTHORITY

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

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2 April 2011

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PURPOSE OF THIS DEED

The purpose of this deed is –

- to recognise, provide redress for, and settle past wrongs of the Crown in relation to Ngāti Mākino; and

- thereby, to provide the basis for a fresh start for the relationship between Ngāti Mākino and the Crown.

OUTLINE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Mākino and breached the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches; and
- settles the historical claims of Ngāti Mākino; and
- specifies the cultural redress, and the financial and commercial redress, that has been or is to be provided in settlement, including the redress that is to be provided to the Ngāti Mākino Iwi Authority, a trust that Ngāti Mākino have approved to receive that redress; and
- includes definitions of –
  - the historical claims; and
  - Ngāti Mākino; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

TABLE OF CONTENTS

DEED

TABLE OF CONTENTS

SCHEDULES

WLC

DOCUMENTS

1. Whenua rāhui
2. Statements of association
3. Deed of recognition
4. Taonga tūturu protocol
5. Crown minerals protocol
6. Ministerial letter to Housing New Zealand
7. Ministerial letters to local authorities
8. Encumbrances

ATTACHMENTS

1. Area of interest
2. Deed plans
3. Deed of endowment (marae and social endowments)
4. Ōtamarākau School House site
5. RFR land
6. Deed of Trust of Ngāti Mākino Iwi Authority

DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI MĀKINO

and

THE TRUSTEES OF NGĀTI MĀKINO IWI AUTHORITY

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS BEFORE FEBRUARY 2008

1.1 Ngāti Mākino presented their historical claims to the Waitangi Tribunal's inquiry into the Eastern Bay of Plenty District in June 1995.

1.2 Ngāti Mākino gave the Ngāti Mākino Heritage Trust, a duly incorporated charitable trust, a mandate to negotiate a deed of settlement with the Crown.

1.3 The mandate was based on a total of four hui, held in September 1996, February 1997, and two in March 1997.

1.4 These hui –

1.4.1 approved the establishment of the Ngāti Mākino Heritage Trust; and

1.4.2 gave the trust authority to negotiate a settlement by a negotiations protocol and a deed of mandate.

1.5 The deed of mandate was -

1.5.1 lodged with the Crown on 24 July 1997; and

1.5.2 subsequently recognised by the Crown.

1.6 Ngāti Mākino Heritage Trust and the Crown entered into terms of negotiation dated 8 October 1998.

1.7 The Crown subsequently disengaged from negotiations.

NEGOTIATIONS FROM FEBRUARY 2008

1.8 Ngāti Mākino and the Crown resumed negotiations on 21 February 2008, after Ngāti Mākino's participation in the following inquiries of the Waitangi Tribunal:

1.8.1 the Foreshore and Seabed Inquiry:

1.8.2 Stage One of the Central North Island Inquiry:

1.8.3 two inquiries into the Crown's recognition of the mandate of the Affiliate Te Arawa iwi/hapū to settle claims of Te Arawa:

1.8.4 the inquiry into Crown Settlement Policy and Its Impact upon Te Arawa Waka.

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1: BACKGROUND

TERMS OF NEGOTIATION

1.9 The Crown entered into joint terms of negotiation with Ngāti Mākino and Waitaha on 21 February 2008.

1.10 Those terms of negotiation –

1.10.1 incorporated the earlier terms of negotiation dated 8 October 1998; and

1.10.2 agreed the scope, objectives, and general procedures for the negotiations.

RE-CONFIRMATION OF MANDATE

1.11 The Crown re-confirmed the mandate of Ngāti Mākino Heritage Trust to negotiate the settlement of Ngāti Mākino's historical claims.

AGREEMENT IN PRINCIPLE

1.12 The Crown and Ngāti Mākino -

1.12.1 by agreement dated 16 October 2008, agreed, in principle, to enter into a deed of settlement on the basis set out in the agreement; and

1.12.2 since the agreement in principle, have –

(a) conducted extensive negotiations in good faith; and

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.13 Ngāti Mākino have, since the initialling of the deed of settlement, by a majority of-

1.13.1 99%, ratified this deed and approved its signing on their behalf by the trustees of Ngāti Mākino Iwi Authority; and

1.13.2 98%, approved the the trustees receiving the redress.

1.14 Each majority referred to in clause 1.13 is of valid votes cast in a ballot by eligible members of Ngāti Mākino.

1.15 The trustees approved entering into, and complying with, this deed by a resolution of trustees on 23 March 2011.

1.16 The Crown is satisfied –

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1.16.1 with the ratification and approvals of Ngāti Mākino referred to in clause 1.13; and

1.16.2 with the trustees' approval referred to in clause 1.15; and

1.16.3 it is appropriate for the trustees to receive the redress.

AGREEMENT

1.17 Therefore, the parties –

1.17.1 in a spirit of co-operation and compromise, wish to enter, in good faith, into this deed settling the historical claims; and

1.17.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgements in part 3 to Ngāti Mākino are based on this historical account.

INTRODUCTION

2.2 Ngāti Mākino traditionally operated as an independent entity, sometimes joining neighbouring iwi for mutual defence and cooperation when confronted by external threats or when prompted by common interests. Ngāti Mākino held its land and resources under a customary form of tenure where tribal and hapū collective ownership was paramount. Ngāti Mākino traditionally occupied the area between the Rotorua lakes and the Bay of Plenty coast. They also used the name Waitaha as a tribal name after their ancestor Waitaha-a-Hei.

2.3 Ngāti Mākino are part of the Te Arawa 'confederation' of tribes. Ngāti Mākino have close relationships with other iwi in the Te Arawa confederation particularly Waitaha who they descend from and whakapapa to, and Ngāti Pikiao to whom they are related through marriage. They also have strong relationships with Ngāti Awa.

2.4 Raids from outside tribes in the 1830s forced Ngāti Mākino and others inland from their coastal settlements. Maketū was rich in resources and a key area in traditional trading routes. Pākehā traders and missionaries arrived in the Maketū and Rotorua regions in the early 1830s. In the mid to late 1830s the Ngāti Mākino chief, Te Puehu took the initiative in planning the reoccupation of Maketū and the coast at Ōtamarākau. During the 1830s and early 1840s, Māori in the Maketū region, including Ngāti Mākino, engaged with a small number of Europeans, trading flax for muskets and other goods. After 1840, new opportunities for trade were created with the growing Auckland market.

2.5 Relationships between Ngāti Mākino and other iwi continued to evolve after this time, with Ngāti Mākino always aiming to reassert and maintain their interests over their lands and resources.

NGĀTI MĀKINO-CROWN RELATIONSHIP, 1840-1863

2.6 The first opportunity for engagement between Ngāti Mākino and the Crown was in 1840 when two missionaries brought the Treaty of Waitangi to Rotorua. The purpose of the Treaty was to negotiate for the cession of sovereignty by Māori to the Crown. Ngāti Mākino did not sign the Treaty.

2.7 Even though Ngāti Mākino did not sign the Treaty in 1840, during the following decades they were required to find some accommodation with the Crown and settlers. A major issue for them was the relationship between the authority of the Crown and the exercise of their own rangatiratanga.

2.8 Between 1840 and 1860 the Crown had a limited presence in the region between the Rotorua lakes and the coast. Māori customary law and practice continued largely to prevail. The first official Crown presence came in 1842 when a Police Magistrate and Sub-Protector of Aborigines was placed at Maketū at the invitation of local iwi. Governor Grey visited the region in 1849 seeking to increase the Crown's influence and promising

various forms of material assistance to local Māori. A consequence of Grey's visit was the stationing at Maketū in 1852 of a Resident Magistrate, whose main role was to mediate in disputes between Māori, and between Māori and Pākehā traders. Later a number of Māori 'Assessors' were elected by the tribes to assist the Magistrate. The Ngāti Mākino chief Rota Rangihoro was one of the elected Assessors from 1859.

2.9 Between 1840 and the mid 1860s European settlement in the Bay of Plenty remained minimal and there was little pressure on Bay of Plenty Māori from the Crown to sell their lands. According to two Crown land purchase agents, writing in 1876, by the mid-1850s:

> *The Arawa tribes came to the unanimous decision that no lands should be alienated to either Government or private individuals; but that their country would be opened for lease, a determination they seem to have adhered to, with little or no variation, up to the year 1872.*

2.10 From the 1840s Bay of Plenty Māori were engaging with the new trading economy. Vessels were purchased to transport goods and mills constructed to produce flour. The Government provided financial assistance for some of this enterprise.

2.11 Within this context of Crown cooperation, expressions of friendship and support for the Governor by Te Arawa became more common in the mid-1850s. However, they also continued to assert their own independence and autonomy.

2.12 At this time Ngāti Mākino and others were also independently developing peaceful means of engagement and resolving disputes. They had largely abandoned war and adopted non-violent dispute resolution by the mid-1850s in their dealings both with Europeans and with each other. Their tikanga and tribal authority was flexible and generally compatible with the developing colonial economy. They were sometimes assisted by the Magistrate or missionaries.

2.13 By the late 1850s disputes between Māori and the Crown over land sales in other parts of the country were causing tension. This gave rise to what was known as the King movement or Kīngitanga. Māori who supported the movement placed themselves and their lands under the protection of a Māori King. Most Ngāti Mākino preferred to manage their engagement with the new Pākehā world themselves.

2.14 In 1860, partly in response to the King movement, the Crown convened the Kohimarama Conference, a large hui for Crown and iwi representatives to discuss issues relating to the Treaty of Waitangi, land sales, and law and order. At the hui, the Governor spoke on the protective and beneficial elements of the Treaty. Rirituku Te Puehu, a chief who identified himself as Ngāti Pikiao and is associated with Ngāti Mākino, rejected the Māori King and instead spoke in support of the Queen "who is the source of our wealth". Te Puehu, however, cautioned that this relationship was "newly grafted" and that it would have to be handled carefully "lest it become displaced".

2.15 There was some talk at the hui of possible means of ascertaining ownership of Māori land. Several chiefs were in favour of the broad concept, seeing a need to provide a more secure form of land tenure in the new economic environment for themselves and Pākehā who wished to lease some of their lands. Crown officials suggested that Māori Rūnanga operating under the supervision of a Pākehā official could be established to

investigate land disputes. No decision was reached on this matter, however, as the chiefs needed to return home and consult their iwi. The Crown agreed to reconvene the conference the following year but the new Governor adopted a different approach.

2.16 In 1861 the Governor promoted a system for the administration of 'Native Districts' which came to be known as the Rūnanga system, or 'new institutions'. Māori districts were to be under the control of Village and District Rūnanga, made up of rangatira with a Pākehā chair, which would propose by-laws on a range of matters. The intention was that these bodies would also undertake the role of defining tribal land interests. This promised a level of Māori self-government and some Ngāti Mākino were supportive of the 'new institutions'. They were involved in the Maketū Rūnanga and the Rotoiti Rūnanga where the Ngāti Mākino chief Te Mapu Te Amotu was appointed President. Ultimately the 'new institutions' proved a short-lived experiment. The Crown later decided to take a different approach and shifted the authority for determining the owners of Māori land to the Native Land Court under the new native land laws.

WAR

2.17 In July 1863 war broke out between the Crown and Kīngitanga Māori in the Waikato. As a result of this conflict, an extended period of tension began in the Bay of Plenty. Ngāti Mākino were split by the need to choose between support for the Crown, degrees of armed neutrality and support for the Kīngitanga.

2.18 In early 1864 the Ngāti Mākino chief, Te Puehu Taihorangi, sought permission for a force of Tai Rāwhiti and other Māori (which was said to include some Ngāti Mākino) to pass through Te Arawa lands to join Māori forces fighting in the Waikato. Te Arawa iwi, however, put a prohibition on armed parties moving through its territory and were supported by the Crown who dispatched troops to the Tauranga area, including a force at Maketū. The Ngāti Mākino chiefs Te Puehu Taihorangi, Te Mapu Te Amotu and Rota Rangihoro were among those Ngāti Mākino who blocked and fought off the East Coast force in battles at Rotoiti, Maketū and Kaokaoroa between March and April 1864. There were severe losses on both sides of these battles.

2.19 A further engagement involving Ngāti Mākino took place at Te Ranga, near Gate Pā, in June 1864. At Te Ranga, Māori were surprised by a British reconnaissance force before they had completed their rifle pits and defensive works but declined to withdraw when they had the chance to do so. The British immediately opened fire on the Māori position and when reinforcements arrived, they charged. Much of the resulting combat was hand to hand. While many of the Māori eventually broke and fled, a small group including some Ngāti Mākino stood firm. Ngāti Mākino state that Te Ahoaho was among those 'rebel' Māori who were killed at Te Ranga.

RAUPATU

2.20 A new round of conflict began in August 1865 when the Crown sought to apprehend those responsible for the murder of Crown official James Te Mautaranui Fulloon and others at Whakatāne. Ngāti Mākino played no part in the killings.

2.21 In September 1865, the Crown issued a nationwide Proclamation of Peace declaring that the war, which had begun in the Waikato in 1863, was at an end. The Proclamation

stated that the Crown would not pursue those who had taken up arms against the Crown since 1863, including those at Tauranga and other places. However, it excluded those guilty of certain murders, including that of Fulloon, adding that if those responsible for Fulloon's killing were not given up to the Governor then the Crown would take parts of the lands of those tribes who concealed the murderers.

2.22 While some Ngāti Mākino fought as allies of the Crown, other Ngāti Mākino allied with those fighting against the Crown due to kinship links. Te Puehu Taihorangi is thought to have remained neutral.

2.23 As a consequence of the military conflict between Māori and the Crown forces sent to apprehend the murderers of Fulloon, the Crown deemed that certain Bay of Plenty tribes, and sections of tribes, had been in rebellion. By an Order in Council on 17 January 1866 (subsequently amended on 1 September 1866), the Crown confiscated approximately 448,000 acres of land in the Eastern Bay of Plenty between the Waitahanui and Araparapara Rivers under the New Zealand Settlements Act 1863. While the confiscation was not directed specifically at them, Ngāti Mākino were affected. The western boundary of the confiscation district, which was not a tribal boundary, included land in which Ngāti Mākino had interests. The confiscation affected all Ngāti Mākino, including those who had been 'friendly' or neutral towards the Crown.

2.24 The indiscriminate nature of the confiscation was demonstrated in August 1866 when a Parliamentary Select Committee estimated that approximately half the owners in the confiscated territory had been 'friendly' or neutral towards the Crown.

2.25 The Crown, under the New Zealand Settlements Act 1863, established a Compensation Court to compensate anyone who had suffered land confiscation when they had not been in "rebellion". The Act did not provide a definition of "rebel". The awards made by the Compensation Court did not reflect customary forms of land tenure. Ngāti Mākino asserted interests in a block of 36,000 acres within the western part of the confiscation district, being the balance of the land remaining to the west of Te Awa o Te Atua after a series of earlier awards had been made. Following an incorrect application to the Native Land Court, Crown official HT Clarke lodged a claim to the Compensation Court in the names of three Ngāti Mākino chiefs on behalf of 'Ngatipikiao katoa' (all of Ngāti Pikiao) in October 1867.

2.26 The Ngāti Mākino claim relied upon whanaungatanga links with Ngāti Pikiao because some Ngāti Mākino had been identified as fighting against the Crown. The Ngāti Mākino chief Rota Rangihoro told the Compensation Court that "some of the people concerned in the claim have been in rebellion" and that of Te Arawa "we are the only hapū who have had land taken for the rebellion".

2.27 Their claim was contested by other iwi (who had been involved in fighting against the Crown) who also asserted interest in these lands. In 1867 the Compensation Court awarded the land, known as Whakarewa or Lot 63 Parish of Matata, to Ngāti Pikiao. A Crown grant was issued to seven chiefs who were to act as trustees of the land. Three of these chiefs, Te Puehu Taihorangi, Rota Rangihoro and Te Mapu, were Ngāti Mākino. The beneficial owners of the Whakarewa block were not determined until 1872 when a list of 153 names was submitted by Ngāti Pikiao to a Crown agent at Maketū. Tension later arose over the list of owners and whether it was meant to include just those with customary associations with the land, or a wider community.

2.28 Te Rirituku Te Puehu, son of Te Puehu Taihorangi, was one Ngāti Mākino chief not included on the Whakarewa ownership list. in 1893, Ereatara Roto told a Native Land Court hearing in regard to the ownership list that:

> *None of N'Makino [sic] – not one – who joined the rebellion were put in, only those who remained loyal. Rota and Te Mapu wished to put in Rirituku and some others, but the officers of the Crown would not allow it.*

2.29 When the block was sold in 1883 a 112 acre reserve, which Rirituku Te Puehu had requested be put aside, was excluded from the sale.

2.30 While those Ngāti Mākino considered to be 'rebels' lost their land, those Ngāti Mākino deemed to be 'loyal' received an individual title.

INTRODUCTION OF THE NATIVE LAND LAWS

2.31 The Treaty of Waitangi gave the Crown a monopoly on purchasing land from Māori. The Crown's concern with the existing system of purchasing and dealing with Māori land prompted the Crown to introduce a new system in the early 1860s. The Crown established the Native Land Court under the Native Land Acts of 1862 and 1865, to determine the owners of Māori land "according to native custom" and to convert customary title into individual title derived from the Crown. The Crown's pre-emptive right of purchase was also set aside allowing Māori to sell and lease their lands with few restrictions.

2.32 The Crown aimed, with these measures, to provide a means by which disputes over the ownership of lands could be settled and facilitate the opening up of Māori customary lands to Pākehā settlement. It was expected that land title reform would eventually lead Māori to abandon the tribal and communal structures of their traditional land holdings.

2.33 Ngāti Mākino had been involved in discussions about methods of land title determination and tenure reform at Kohimarama in 1860, and were involved in Grey's Rūnanga set up in 1861. The native land laws adopted a different approach, which did not fully reflect earlier proposals. Ngāti Mākino were not specifically consulted about the new native land laws and nor were they informed of the full implications of applications to the Court. In an 1871 letter to the Native Minister "all of the Arawa" complained that they had never seen translations of the Native Land Acts. Māori committees had no standing in the Native Land Court.

2.34 The native land laws introduced a significant change to the Māori land tenure system. Customary tenure was able to accommodate multiple and overlapping interests to the same land, but effective participation in the post 1840 economy required clear land boundaries and certainty of ownership. The Native Land Court was not designed to accommodate the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws gave rights to individuals, instead of hapū and iwi.

2.35 Ngāti Mākino had no alternative but to use the Court if they wished to secure legal title to their lands. A freehold title from the Court was necessary if they wanted to deal with their land legally, by lease or sale, or for security to enable the development of land.

NGĀTI MĀKINO ATTEMPTS TO LEASE LAND

2.36 In the two decades after the introduction of the native land laws, most of Ngāti Mākino lands were surveyed and had their ownership determined by either the Compensation Court or the Native Land Court. Ngāti Mākino had preferred to lease their lands to private parties but through a series of circumstances, by the mid-1880s the majority of their lands had instead been sold to the Crown and private parties.

2.37 In 1868 leading Ngāti Mākino chiefs and others arranged to lease a block known as Ōtamarākau, situated between the coast and Lakes Rotoiti and Rotoehu to a private individual. At the time of the lease, part of this block had already been dealt with by the Compensation Court as the Whakarewa block but the balance had not passed through the Land Court, so the legal owners had not been determined. The lessee paid six months rent (£100) in advance, but would not take possession of the land, or pay further rent, until the Native Land Court had determined the title to the land. To enable application for title to the balance to be made to the Court, Ngāti Mākino and Ngāti Pikiao arranged to have the necessary survey plan of the whole block carried out at their own cost. The survey of Ōtamarākau lands cost £750, which became a debt and a burden on Ngāti Mākino.

2.38 In July 1870 the Ngāti Mākino chief Rota Rangihoro 'and others' filed a claim under the names Ngāti Pikiao and Waitaha in the Native Land Court to the Ōtamarākau lands. The Court sat at Tauranga in January 1871 but was forced to adjourn before reaching its Ōtamarākau decision, because of disturbance in Maketū as a consequence of other Court rulings. As a result Ngāti Mākino were unable to gain any benefit from their lease arrangement over Ōtamarākau, and their survey debt remained outstanding.

2.39 In June 1873 the Crown employed two land purchase agents who had been working for private parties to begin negotiations over land in the central North Island. The Crown preferred to purchase land but there was widespread opposition amongst Māori to land sales. As a result the Crown purchase agents reported that they were cautious of raising the sale of land with Te Arawa and mainly confined their proposals to leasing land. One of the land purchase agents employed by the Crown had assisted the private party in the 1868 negotiations to lease the Ōtamarākau block.

CROWN PURCHASE AND LEASE NEGOTIATIONS FOR WAITAHANUI AND WHAKAREWA BLOCKS, 1873

2.40 In August 1873 the two agents met with Māori at Maketū to discuss purchasing land in the district. At this time Ngāti Mākino had a survey debt on the Ōtamarākau land, but there had been little progress in bringing the lease of those lands into effect. Some Ngāti Mākino and others agreed to sell approximately 30,000 acres of land in the Ōtamarākau area, later known as the Waitahanui block, to the Crown for £2,500. A transaction was initiated but was not completed.

2.41 By September 1873 the operation of the Court in the Bay of Plenty was creating tensions between tribes. The Crown suspended the operation of the Native Land Acts over the Bay of Plenty district, including the Waitahanui block. While this was to avert conflict between tribes it was also according to one Crown land purchase agent to "discourage the interference of private individuals with Government negotiations".

2.42 The Crown land purchase agents used the outstanding survey charge on the Ōtamarākau block in their negotiations to persuade some Ngāti Mākino and others to sell that land. One of the agents later told the Land Court that he had "mentioned to them that they were hard pressed on account of survey charges". He also stated that interest was accumulating on their survey debt, but this was a misrepresentation. In October 1873 the Crown's purchase agents sought authority to pay off the survey debts from the funds owed to Māori for purchases. The Crown agents reported that "the immediate liquidation of these costs is the main inducement to sell to the Government".

2.43 While agreeing to sell Waitahanui, Ngāti Mākino's preference for leasing re-emerged with the agreement of the Whakarewa owners to lease that 36,000 acre block to the Crown in 1873. Title to this block had already been determined by the Compensation Court. However, there were disagreements among the owners, and the Government did not consider that it had an effective deed until after one was signed in 1876. Even then, the Trust Commissioner initially refused to affirm the lease because of doubts whether the trustees who signed it had the authority to do so. Eventually he approved the lease in 1878 after the Government threatened to validate it by legislation if he did not. A new deed was signed in 1879. The Crown had paid a £100 advance of rent in 1873, but did not pay further rent until 1878. At this time it only agreed to pay back rent to 1876, as opposed to 1873 when the agreement was made.

COMPLETION OF THE WAITAHANUI PURCHASE

2.44 With the Court suspended, ownership of the Ōtamarākau block could not be determined and the Crown's purchase of the Waitahanui part of that block could not be completed. Despite this, in 1875 the Crown entered into a second sale agreement with Ngāti Mākino for the 27,700 acre Waitahanui block for the higher price of £4,000. The boundaries of Waitahanui, being only a part of the Ōtamarākau block, had to be defined by a further survey. This was carried out in 1875 at a cost of £230. The survey costs were to be deducted from the purchase money paid to the Māori owners.

2.45 The suspension of the Court's operation in the Bay of Plenty district was lifted in February 1877. In order to protect its uncompleted land purchases with Māori, such as Waitahanui, the Crown passed the Government Native Land Purchases Act 1877 which restricted the ability of private purchasers to interfere with Government negotiations provided that purchase negotiations had been entered into and/or money had been advanced for the purchase of land. In March 1878 the Crown publicly notified that money had been paid for the purchase of the Waitahanui lands within Ōtamarākau. This excluded any other party from negotiating the purchase or lease of the block.

2.46 The Native Land Court investigation of title into Ōtamarākau, which had been adjourned in 1871, resumed in 1878. The block was awarded to those "hapū descended from Waitaha", which included Ngāti Mākino. The Ōtamarākau block was then divided into three portions, Waitahanui, (the area in the Crown's 1875 deed of purchase and survey), Tāhunaroa, and a portion to be added to the adjoining Pukehina block.

2.47 When drawing up the lists of names to be inserted in the titles of Waitahanui and Tāhunaroa the Ngāti Mākino chiefs who arranged the sale of Waitahanui to the Crown in 1875 did not include their own names in the 76 owners listed for Waitahanui, and instead placed their names in the ownership list for Tāhunaroa. The Crown alleged that this action was an attempt by Ngāti Mākino to defraud the Crown, but a Royal Commission of Inquiry in 1881 into the Ōtamarākau case rejected the allegations. The naming of owners other than those who had signed the 1875 purchase deed meant, however, that the purchase of Waitahanui could not be completed.

2.48 However, having already advanced a substantial sum for the purchase of Waitahanui, the Crown was anxious to complete its purchase. It drew up a fresh deed to provide for the 76 owners to sell their interests to the Crown. After 1877, the native land laws provided that the Native Land Court could award the Crown any individual interests that it had acquired regardless of whether all the owners consented. By 1883, 73 of the 76 owners had signed the purchase deed.

2.49 The Crown applied to the Court to have its interests in the land partitioned out and in March 1883 the Court awarded it the Waitahanui 1 block, believed to contain 25,566 acres. The partitioning out of the Crown's interests left a block of 1,050 acres (Waitahanui 2) in the hands of the three non-sellers.

2.50 In 1883 the Crown reconciled all the payments it had made for survey costs and in advances to sellers since 1873 to determine what money was still owing to those selling their interests in Waitahanui. Although Ngāti Mākino had intended that the sale of Waitahanui would pay the whole of the survey debt for Ōtamarākau, the Crown offset only part of the debt against Waitahanui and transferred the remainder as a debt against Tāhunaroa and Pukehina. This meant that the owners of the other blocks became liable for a portion of the Ōtamarākau survey charges.

2.51 The 1,050 acre Waitahanui 2 block was landlocked within the Crown's Waitahanui 1 block. The Crown purchased it four years later.

PURCHASES IN THE TĀHUNAROA BLOCK

2.52 When the title to Tāhunaroa was determined by the Court in 1878, the private party who had arranged to lease Ōtamarākau lands in 1868 applied to the Court for confirmation of the lease. The Court stated that it would not recognise the lease, because the period for appeal against its award of the Ōtamarākau lands had not yet expired.

2.53 Immediately afterwards the Crown prohibited any private dealings over the block by declaring, under the Native Land Purchases Act 1877, that it was in negotiations over the Tāhunaroa block. This was because the Crown was seeking to protect advances that it had made in the context of its Waitahanui negotiations to Ngāti Mākino chiefs who were now listed on the title of Tāhunaroa but not Waitahanui. There is no evidence that at the date of the notice the Crown had paid any money on Tāhunaroa or was in negotiation with any of the owners for its sale thereby allowing the Crown to place the block under the provisions of this Act.

2.54 The Crown ultimately acquired the interests of three of the ten owners of Tāhunaroa, and in March 1883, the Court partitioned out the Crown's 6,590 acres interest in the block. At

the same time another 3,000 acres of Tāhunaroa was designated for sale to a private party, leaving 12,217 acres intended to remain in Ngāti Mākino ownership.

2.55 When the Crown surveyed its blocks (Waitahanui 1 and Tāhunaroa 1), errors in the earlier surveys were revealed and an amendment to the boundary between Waitahanui and Tāhunaroa was made. This resulted in the surveyed areas of Waitahanui 1 and Tāhunaroa 1 being over 4,000 acres larger than was estimated at the time of the Court awards. Rather than resurvey the awards, the Crown in 1885 purchased the additional acreage.

2.56 The area remaining in Tāhunaroa in Ngāti Mākino ownership was reduced to 8,590 acres (Tāhunaroa 3). This area was landlocked. In 1895-96, 8,290 acres (Tāhunaroa 3B) was purchased by the Crown.

CONCLUSION OF LEASE AND PURCHASE OF WHAKAREWA BLOCK

2.57 In January 1879 a new lease for the Whakarewa block was drawn up and the Crown made a further payment of £329 to the trustees. Ever since the list of owners and trustees had been drawn up in 1872, there had been internal disputes, as to both the breadth of the ownership and the actions of the trustees. These were manifested in the report of an offer by the trustees to sell the block in September 1879, and in a petition to the House of Representatives by Rota Rangihoro and four others of Ngāti Mākino in July 1880 claiming that persons not entitled were receiving rental payments. in August 1880 the Crown decided to withhold any further rent payments until the owners and trustees had sorted out their internal differences.

2.58 In 1881 the Crown offered to buy the Whakarewa block in order to resolve the ongoing dispute over rent and because it had no policy for making use of leased land. It warned the owners that if the lease was cancelled the rent paid to date would have to be refunded. Ngāti Mākino initially refused the offer to purchase and demanded that the Crown pay back-rent. Robust negotiations followed before the Crown purchased the block in 1882 for £6,000.

RESERVES RETAINED BY NGĀTI MĀKINO

2.59 Between 1873 and 1900 almost 82,000 acres of Ngāti Mākino lands were alienated to the Crown or settlers. Crown purchases accounted for approximately 94 per cent of the land alienation in this period. By 1900 Ngāti Mākino retained only 3.6% of the 85,093 acres of the Waitahanui, Tāhunaroa and Whakarewa blocks.

2.60 When purchasing Waitahanui 1, Tāhunaroa 1 and Whakarewa, the Crown agreed to provide a reserve of 1,550 acres at Ōtamarākau, five kainga and wāhi tapu sites on the northern side of Lakes Rotoehu and Rotomā, 1,000 acres in the north-west corner of Whakarewa, and 112 acres at Mimiha (for Rirituku Te Puehu's family). In addition a 76 acre portion of the northern tip of Tāhunaroa, known as Waewaehikitia, was intended to be reserved. This was not provided for, however, in the Court's partition of Tāhunaroa in 1883 (and amended in 1885). It was not recorded in Native Land Court records until 1921 when it was awarded to the original 10 owners of Tāhunaroa.

WRE

NGĀTI MĀKINO CLAIMS FOR LAND AROUND LAKES ROTOITI AND ROTOEHU

2.61 Up until at least the late 1860s Ngāti Mākino had engaged in a traditional seasonal occupation of their coastal and inland rohe. Their traditional pattern was to occupy the coast in the summer months and the areas around Lakes Rotoiti and Rotoehu in winter.

2.62 In 1899 the Native Land Court heard claims to the 24,000 acre Rotoiti block on the northern shores of Lake Rotoiti. Many hapū including Ngāti Mākino contested the lengthy title determination hearings held between July 1899 and December 1900.

2.63 Out of the Rotoiti block Ngāti Mākino were awarded 180 acres (the Rotoiti 9 or Okahu Block), although some Ngāti Mākino were admitted to other lands through different whakapapa (Rotoiti 3 and 7).

LOSS OF RESERVES

2.64 By 1900 Ngāti Mākino were virtually landless. The 1909 Native Land Act removed all restrictions preventing the alienation of land titles, including reserves, awarded by the Native Land Court. It also introduced a range of checks to ensure that any sales would not result in impoverishment or landlessness. Nonetheless, in the twentieth century, private parties continued to purchase what land remained.

2.65 During the first half of the twentieth century the majority of Ngāti Mākino's two largest reserves, the 1,550 acre Ōtamarākau reserve and the 1,000 acre Whakarewa reserve, both of which were originally awarded with inalienable titles, were sold to private parties.

2.66 By 1992, largely as a result of private purchasing, the area of the nineteenth century reserves still in Ngāti Mākino ownership had been reduced to 514 acres in a series of small fractured partition blocks, representing 18% of the reserves' original combined area of 2,822 acres, or 0.6% of the combined area of the Waitahanui, Tāhunaroa and Whakarewa blocks.

SCENERY PRESERVATION TAKINGS

2.67 In 1910 and 1911 the Crown compulsorily acquired Māori-owned land between Lakes Rotoiti, Rotoehu and Rotomā for scenic reserves under the Public Works Act 1908 and the Scenery Preservation Act 1908. This land included 73 acres from the Rotoiti 6 & 7 Block, whose owners included members of Ngāti Mākino. These takings were the first steps towards more extensive acquisitions of Māori-owned land for scenic reserves along the northern shores of Lakes Rotoiti and Rotoehu. In 1916, in order to prevent destruction of the bush, the Crown prohibited Māori owners from leasing, selling or mortgaging their land to private parties. This action prevented the owners making use of their lands, while at the same time ensuring those lands remained susceptible to being taken for scenery preservation purposes.

2.68 In 1917 the Crown began negotiations for the purchase of land along the northern side of Lake Rotoiti, including a riparian strip along most of the lake shore. Terms, however, could not be agreed. Thereafter the Crown determined to take the land compulsorily under the Scenery Preservation Act 1908. This forced the owners to seek ways to control the terms and extent of the taking. Ngāti Mākino therefore 'gifted' land to the

Crown so they could have some control over what areas would pass to the Crown, ensure continued access to urupā within the reserve, and participate in the management of the reserve. The Crown subsequently also abandoned its proposal to take the riparian strip along the lake shore.

2.69 Chief Morehu Te Kirikau of Ngāti Mākino was the leading negotiator of the arrangements made with the Crown. Legislation to enable the gifting was passed in 1919 and 1920. The 1,035 acres that were gifted to the Crown in April 1921 included historical pā sites, urupā and the bush-covered slopes of the maunga Matawhāura. A Lake Rotoiti Scenic Reserves Board, consisting of five Māori members plus one ex-officio Crown appointee, was appointed.

2.70 Morehu Te Kirikau was also instrumental in preparing and presenting a petition in 1921 for the return of the Rotoiti Native Township site. This township, the majority of which would have been included in the Rotoiti 6 & 7 block, had been laid out by the Crown in 1900. It had subsequently been administered by the Crown and the Waiariki District Māori Land Board. In negotiations with the Crown, in which Morehu Te Kirikau played a leading part, it was agreed that the site, apart from a lakeshore strip and an area to be set apart as scenic reserve, would be returned. The agreement was implemented by the passing of special legislation in 1922.

PUBLIC WORKS TAKING AND LAND DEVELOPMENT SCHEMES

2.71 Further Ngāti Mākino land was acquired for roads and railways under public works legislation during the twentieth century. Compensation was generally paid for land taken for public works. In 1916 and 1923 land was taken from the Ōtamarākau reserve for a railway line, thus creating an effective barrier between the reserve and the coastline.

2.72 From the late 1920s the Crown attempted to resolve the issue of Māori being left with fragmented and often uneconomic land holdings by introducing consolidation and land development schemes. Several of these schemes were located around the Rotorua lakes, but Ngāti Mākino, without adequate land, were unable to participate or benefit from them as Ngāti Mākino.

FORESTRY

2.73 From the 1940s many Ngāti Mākino moved to Lake Rotoehu and other forestry settlements to take up empioyment in the exotic forest industry. The Crown encouraged this migration as a means of helping Ngāti Mākino escape poverty and develop new skills. The forest industry became an important part of the economic well being of Ngāti Mākino.

2.74 The forestry industry was administered by the New Zealand Forest Service but was restructured in the 1980s. The Government was advised that these changes would have a severe impact on forest towns in the central North Island. The Government established a five million dollar fund to assist communities to adapt to the changes. Notwithstanding this, the restructuring resulted in extensive unemployment and dislocation amongst communities who relied on the forest industry, including Ngāti Mākino.

3 CROWN ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that the people of Ngāti Mākino have long sought redress for their grievances, and that the Crown's withdrawal from earlier negotiations and the subsequent delay in settlement had a detrimental effect on Ngāti Mākino. The Crown hereby recognises the legitimacy of the historical grievances of Ngāti Mākino and makes the following acknowledgements.

3.2 The Crown acknowledges that when it despatched troops to the Bay of Plenty in 1864, following the outbreak of hostilities in the Waikato, Ngāti Mākino were drawn into the war and forced to choose between different allegiances. This split the iwi and pitted individuals and hapū against one another.

3.3 The Crown acknowledges that Ngāti Mākino suffered loss of life at the hands of Crown forces in the battle of Te Ranga in 1864.

3.4 The Crown acknowledges that the confiscation in the eastern Bay of Plenty in 1866 -

3.4.1 included some of Ngāti Mākino's land; and

3.4.2 affected all Ngāti Mākino, even those who had not been in conflict with the Crown; and

3.4.3 compulsorily extinguished customary title in the confiscation district; and

3.4.4 alienated land from those Ngāti Mākino the Crown deemed to be rebels; and

3.4.5 was, in its effects on Ngāti Mākino, unjust, indiscriminate and a breach of the Treaty of Waitangi and its principles.

3.5 The Crown acknowledges that -

3.5.1 the Compensation Court awarded land to individuals rather than iwi or hapū, which was not consistent with customary tenure. This system was imposed on Ngāti Mākino; and

3.5.2 because some members of the iwi had been identified as rebels, Ngāti Mākino were forced to rely upon links to other iwi in their claims to the Compensation Court.

3.6 The Crown acknowledges that -

3.6.1 Ngāti Mākino sought to retain authority over the determination of the ownership of their land; and

3.6.2 Ngāti Mākino's tribal structure was based on collective tribal and hapū custodianship of land; and

3.6.3 the native land laws were enacted, in part, to facilitate the opening up of Māori land to Pākehā settlement. It was expected that Māori would abandon their tribal and communal structures as a result of the new system; and

3.6.4 the Native Land Court awarded land to individual Ngāti Mākino rather than to iwi or hapū, and that this made those lands more susceptible to alienation; and

3.6.5 the Crown failed to provide an effective form of corporate title until 1894. Such a title would have enabled Ngāti Mākino to exercise control over their land collectively, but by 1894 all Ngāti Mākino lands were held under individualised titles.

3.7 The Crown acknowledges that the native land laws contributed to the erosion of the mana, rangatiratanga and traditional tribal structures of Ngāti Mākino. The Crown also acknowledges that its failure to provide an effective means in the native land legislation for the collective administration of Ngāti Mākino lands until 1894 was a breach of the Treaty of Waitangi.

3.8 The Crown acknowledges that -

3.8.1 by seeking to lease rather than sell land, Ngāti Mākino aimed to develop and retain their lands; and

3.8.2 the Crown undermined these efforts and applied pressure on Ngāti Mākino to sell by -

(a) leading Ngāti Mākino to believe wrongly that interest was accruing on survey debts; and

(b) improperly using the Native Land Purchases Act 1877 to prevent private parties entering lease or sale negotiations with Ngāti Mākino in relation to the Tāhunaroa block; and

3.8.3 as a result, Ngāti Mākino felt they had no option other than to sell land to the Crown; and

3.8.4 between 1873 and 1900, 82,000 acres of Ngāti Mākino land was alienated. Only 3.6% of the Waitahanui, Tāhunaroa and Whakarewa blocks remained in Ngāti Mākino hands by the end of the nineteenth century; and

3.8.5 accordingly, the Crown failed to protect actively the interests of Ngāti Mākino in the land it wished to retain. This was a breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that Ngāti Mākino experienced further land loss during the twentieth century through purchases by private parties, and takings by the Crown for public works, including a parcel taken for railway purposes that cut the Ōtamarākau marae off from the sea.

3.10 The Crown acknowledges that it compulsorily acquired Ngāti Mākino land to establish scenic reserves. In this context Ngāti Mākino were left little option but to gift land to the Crown if they were to have any control over which land was to be alienated and how that land was to be managed.

3.11 The Crown acknowledges that -

3.11.1 the cumulative effect of its actions rendered Ngāti Mākino virtually landless by 1900; and

3.11.2 Ngāti Mākino were therefore left with insufficient land to participate in, or benefit from, the development and consolidation schemes initiated from the 1920s; and

3.11.3 by 1992, only 0.6% of the Waitahanui, Tāhunaroa and Whakarewa blocks remained in Ngāti Mākino's hands; and

3.11.4 the lands formerly in Ngāti Mākino's possession have contributed to the wealth and development of New Zealand, while Ngāti Mākino have been deprived of the benefits of those lands; and

3.11.5 Ngāti Mākino's physical, cultural and spiritual wellbeing was compromised by the loss of their land and that this suffering and hardship has continued to the present day; and

3.11.6 the Crown's failure to ensure that Ngāti Mākino were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

3.12 Through these acts the Crown, its Ministers and government departments have dishonoured the Treaty of Waitangi, its principles and its spirit denigrating te mana motuhake o Ngāti Mākino. In so doing, the Crown acknowledges that it has brought dishonour upon itself.

it now falls time for these grievances to be lifted.

It is the desire of the Crown to build a foundation of trust and commitment, so that Ngāti Mākino and the Crown can work together to revitalise te rangatiratanga o Ngāti Mākino

Na ēnei mahinga kino a te Karauna, ōna Minita me ngā Tari Kāwanatanga kua takakinotia te Tiriti o Waitangi, tōna Mauri, tōna Wairua me te mahi whakaiti i te mana motuhake o Ngāti Mākino. Na runga i tēna, e whakaae atu ana na te Karauna ano a ia i māteatea.

Kua eke ki te wā kia hikitia ake i ēnei mamae.

Ko tā te Karauna ko te hanga i te tūāpapa i runga i te pono, i te tika me te whakawhirinaki atu a tētahi ki tētahi kia mahitahi ai te Karauna me Ngāti Mākino i runga i te wairua o te kotahitanga, kia tutuki ai kia mana ai te rangatiratanga o Ngāti Mākino.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that -

4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but

4.1.2 full compensation of Ngāti Mākino is not possible; and

4.1.3 Ngāti Mākino intend their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Mākino and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāti Mākino acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, -

4.3.1 the historical claims are settled; and

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.3.3 the settlement is final.

4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

4.5 The redress, to be provided in settlement of the historical claims, –

4.5.1 is intended to benefit Ngāti Mākino collectively; but

4.5.2 may benefit particular members, or particular groups of members, of Ngāti Mākino if the trustees so determine in accordance with Ngāti Mākino Iwi Authority's procedures.

IMPLEMENTATION

4.6 The settlement legislation will, on the terms provided for by, –

4.6.1 part 3 of the settlement legislation: agreed contents schedule, settle the historical claims; and

4.6.2 part 4 of the settlement legislation: agreed contents schedule, -

(a) exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

(b) provide that the Māori land claims protection legislation does not apply -

(i) to a redress property; or

(ii) the deferred selection property, if that property is purchased, and the settlement of that purchase is effected, under this deed; or

(iii) to the RFR land; or

(iv) for the benefit of Ngāti Mākino or a representative entity; and

(c) require any resumptive memorial to be removed from a certificate of title to, or a computer register for, -

(i) a redress property; and

(ii) the deferred selection property, if that property is purchased, and the settlement of that purchase is effected, under this deed; and

(iii) any RFR land.

4.7 The settlement legislation will, on terms provided for by part 14 of the settlement legislation: agreed contents schedule, -

4.7.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not -

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which -

(i) the trustees may hold or deal with property; and

(ii) Ngāti Mākino Iwi Authority may exist; and

4.7.2 require the Secretary for Justice to make copies of this deed publicly available.

4.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 CULTURAL REDRESS

E AI KI A NGĀTI MĀKINO/ACCORDING TO NGĀTI MĀKINO

The region which extends from Lake Rotoehu out to sea is extremely significant to Ngāti Mākino. It was these lands and waters that sustained Ngāti Mākino, providing them with an abundant source of food and medicine. The fertile lands were farmed and the forests, lakes and waterways were sustainably harvested for generations.

These practices were controlled by a system of law that emerged from an understanding of the environment that Ngāti Mākino are a part of. This intimate connection links the sustenance of the environment with the success of Ngāti Mākino.

Such are the connections to the land of Rotoehu that Mākino history records that forty kete of the rich soil from there were taken to Pirongia when Mākino and a number of her people travelled there to ensure the survival of their kūmara.

Pepeha also tell of the relationship of the people and the land and its richness.

Te Ohu kei te kongutu awa ki Ohau

Te Mōkai kei te Mataarae I ō rehu

Ko Whakahau kei te tihi ō Matawhāura

Ko Taingaru kei Rotoehu

He taniwha ngā tāngata

He paru paru ngā kai

This pepeha describes the Ngāti Mākino chiefs, Whakahau and Taingaru among other taniwha, overseeing and protecting this rich and fertile area. They are there still, and it is the desire of Ngāti Mākino to aid them in their ongoing obligations.

WHENUA RĀHUI

5.1 The settlement legislation will, on the terms provided for by part 5 of the settlement legislation: agreed contents schedule, -

5.1.1 declare part of Lake Rotoma Scenic Reserve (as shown on deed plan OTS-275-13) subject to a whenua rāhui; and

5.1.2 provide the Crown's acknowledgement of the statement of Ngāti Mākino values in relation to the site; and

5.1.3 require the New Zealand Conservation Authority, or a conservation board, -

(a) when considering general policy, or a conservation management strategy, a conservation management plan, or a national park management plan, in relation to the site, to have particular regard to the

statement of Ngāti Mākino values, and the protection principles, for the site; and

(b) before approving general policy, or a conservation management strategy, a conservation management plan, or a national park management plan, in relation to the site, to -

(i) consult with the trustees; and

(ii) have particular regard to their views as to the effect of the policy, or the document, on Ngāti Mākino values and the protection principles; and

5.1.4 require the New Zealand Conservation Authority to give the trustees an opportunity to make submissions to it, if the trustees have significant concerns about a draft conservation management strategy in relation to the site; and

5.1.5 require the Director-General of Conservation to take action in relation to the protection principles, including any action set out in paragraph 1.4 of the documents schedule; and

5.1.6 enable the making of regulations and bylaws in relation to the site.

5.2 The statement of Ngāti Mākino values, the protection principles, and the Director General of Conservation's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.3 The settlement legislation will, on the terms provided for by part 6 of the settlement legislation: agreed contents schedule, -

5.3.1 provide the Crown's acknowledgement of the statements by Ngāti Mākino of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) part of Lake Rotoma Scenic Reserve (as shown on deed plan OTS-275-10):

(b) part of Lake Rotoiti Scenic Reserve (as shown on deed plan OTS-275-11); and

5.3.2 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and

5.3.3 require relevant consent authorities to forward to the trustees -

(a) summaries of resource consent applications affecting either of the areas; and

(b) copies of any notices of resource consent applications served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.3.4 enable the trustees, and any member of Ngāti Mākino, to cite the statutory acknowledgement as evidence of Ngāti Mākino's association with either of the areas.

5.4 The statements of association are in part 2 of the documents schedule.

DEED OF RECOGNITION

5.5 The Crown must, by or on the settlement date, provide the trustees with a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to part of Lake Rotoma Scenic Reserve (as shown on deed plan OTS-275-10).

5.6 The area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.7 The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within the area that the deed relates to, -

5.7.1 consult the trustees; and

5.7.2 have regard to the trustees' views concerning Ngāti Mākino's association with the area, as described in the statement of association in relation to that area in part 2 of the documents schedule.

TAONGA TŪTURU AND CROWN MINERALS PROTOCOLS

5.8 By or on the settlement date, -

5.8.1 the taonga tūturu protocol must be signed and issued to the trustees by the Minister for Arts, Culture and Heritage; and

5.8.2 the Crown minerals protocol must be signed and issued to the trustees by the Minister of Energy and Resources.

5.9 Each protocol will set out how the Crown will interact with the trustees with regard to the matters specified in the protocol.

FORM AND EFFECT OF DEED OF RECOGNITION AND PROTOCOLS

5.10 The deed of recognition, and each protocol, must be issued –

5.10.1 in the form in parts 3, 4, or 5 (as the case may be) of the documents schedule; and

5.10.2 under, and subject to, the terms of the settlement legislation provided for by parts 6 and 7 of the settlement legislation: agreed contents schedule.

5.11 A failure by the Crown to comply with a deed of recognition, or a protocol, is not a breach of this deed.

PROMOTION OF RELATIONSHIPS

5.12 The Minister for Treaty of Waitangi Negotiations will, by or on the settlement date, write-

5.12.1 to Housing New Zealand Corporation the letter included in part 6 of the documents schedule, supporting an application by the trustees for funding from the Māori Demonstration Partnership; and

5.12.2 the letter in the form in part 7 of the documents schedule to each of the following local authorities, encouraging the local authority to enter into an effective and durable working relationship with Ngāti Mākino:

(a) Rotorua District Council:

(b) Tauranga City Council:

(c) Whakatane District Council:

(d) Bay of Plenty Regional Council:

(e) Western Bay of Plenty District Council:

(f) Kawerau District Council.

CULTURAL REDRESS PROPERTIES

5.13 The settlement legislation will vest in the trustees on the settlement date –

Rākau ō Kauwae Hapa site

5.13.1 the fee simple estate in Rākau ō Kauwae Hapa site, subject to the trustees providing a registrable covenant in relation to that site in the form in subpart A of part 8 of the documents schedule; and

Ngā Pōrōtai-o-Waitaha-a-Hei site, Lake Rotoehu Scenic Reserve site, and Balance of Matawhāura site

5.13.2 the fee simple estate in each of the following sites as a scenic reserve, with the trustees as the administering body:

(a) Ngā Pōrōtai-o-Waitaha-a-Hei site:

(b) Lake Rotoehu Scenic Reserve site:

(c) Balance of Matawhāura site; and

Rotoehu Forest Central Wānanga site

5.13.3 the fee simple estate in the Rotoehu Forest Central Wānanga site as a local purpose (conservation and education) reserve, with the trustees as the administering body; and

Te Kōhanga site

5.13.4 the fee simple estate in Te Kōhanga site, subject to -

(a) the trustees providing a registrable easement in gross in relation to that site in favour of the Minister of Conservation in the form in subpart B of part 8 of the documents schedule; and

(b) the terms of the settlement legislation provided for in this part.

GENERAL PROVISIONS AFFECTING CULTURAL REDRESS PROPERTIES

5.14 Each cultural redress property is to be –

5.14.1 as described in schedule 3 of the settlement legislation: agreed contents schedule; and

5.14.2 vested on the terms-

(a) of the settlement legislation, provided for by parts 8 to 10 of the settlement legislation: agreed contents schedule; and

(b) provided by part 2 of the property redress schedule; and

5.14.3 subject to, or with the benefit of, any encumbrances, or other documentation, in relation to that property -

(a) required by clause 5.13 to be provided by the trustees; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule 3 of the settlement legislation agreed contents schedule; or

(d) required to be given by the Crown under clause 5.15.

REGISTRABLE EASEMENTS IN RELATION TO CERTAIN SITES

5.15 The Crown must, by or on the settlement date, provide the trustees with a registrable right of way easement in relation to each of the following cultural redress properties in the forms in subparts C, D, and E of the documents schedule:

5.15.1 Ngā Pōrōtai-o-Waitaha-a-Hei site:

5.15.2 Rotoehu Forest Central Wānanga site; and

5.15.3 Te Kōhanga site.

LIFTING OF PART OF PROTECTIVE COVENANT FROM MOUTOROI

5.16 The parties acknowledge that under paragraph 6.26.4 of the property redress schedule the Waitahanui Stream protective covenant is to be varied to exclude from the covenant the area known as Moutoroi, as shown on deed plan OTS-275-12.

MARAE AND SOCIAL ENDOWMENTS

5.17 The parties acknowledge and agree that –

5.17.1 on 19 December 2008, the Crown settled on the Ngāti Mākino Heritage Trust, under clauses 33 and 35 of the agreement in principle, -

(a) $1,000,000, for the purpose of restoring and revitalising six marae in the Ngāti Mākino rohe, for the benefit of all Ngāti Mākino (the **marae endowment**); and

(b) $500,000, for the purpose of identifying and remedying the social services needs of Ngāti Mākino (the **social endowment**); and

5.17.2 the marae and social endowments were made and accepted on the terms set out in –

(a) the agreement in principle; and

(b) the deed of endowment between the Crown and the Ngāti Mākino Heritage Trust, a copy of which is included in the attachments.

BALANCE OF MATAWHĀURA SITE

5.18 As soon as reasonably practicable after Matawhaura (part of Lake Rotoiti Scenic Reserve) vests in an entity (the **joint entity**) under section 119 of the Affiliate Te Arawa Iwi and Hapu Claims Settlement Act 2008, the trustees must transfer the fee simple estate in the Balance of Matawhāura site –

5.18.1 to the joint entity; and

5.18.2 in accordance with the provisions of the settlement legislation made under paragraph 10.3 of the settlement legislation: agreed contents schedule (so that, in particular, the joint entity becomes the administering body of the Balance of Matawhāura site).

5.19 The trustees are not required to transfer the Balance of the Matawhāura site to the joint entity under clause 5.18 if they are not satisfied, and until they are satisfied, on reasonable grounds, that the joint entity –

5.19.1 is appropriate to have the Balance of Matawhāura site transferred to it; and

5.19.2 has a structure that provides for -

(a) representation of members of Ngāti Mākino and members of Ngāti Pikiao; and

(b) transparent decision-making and dispute resolution processes; and

(c) accountability to members of Ngāti Mākino and members of Ngāti Pikiao.

5.20 Until the trustees transfer the fee simple estate in the Balance of Matawhāura site to the joint entity under clause 5.18, they must not transfer that site to any person except in accordance with the provisions of the settlement legislation made under paragraph 10.3.7 of the settlement legislation schedule (enabling trustees to transfer to new trustees of Ngāti Mākino Iwi Authority).

TE KŌHANGA SITE

5.21 The vesting of Te Kōhanga site under the settlement legislation is subject to clauses 5.22 to 5.41.

Background

5.22 Ngāti Mākino's environmental beliefs and practices are outlined in the background to the cultural redress section of this deed. Ngāti Mākino considers that these environmental beliefs and practices can be applied in the modern context and can be used as key principles in managing the land in Rotoehu Forest for the benefit of the public conservation land being transferred to Ngāti Mākino as cultural redress under this settlement.

5.23 As in the past, Ngāti Mākino still depend on nature for countless matters. Food, water, and medicines, for example, are ingredients taken from nature which Ngāti Mākino require in their daily lives. The regeneration, protection and management of these resources are paramount.

5.24 The cultural redress properties under this deed lie within a larger ecological corridor, and ecological corridors help to maintain cohesion in otherwise fragmented ecosystems by creating viable and connected habitats for native plants and animals.

Principles for use of Te Kōhanga site

5.25 Ngāti Mākino intends that Te Kōhanga site will be used for cultural, economic and environmental purposes, based on the following three principles:

5.25.1 ***principle one - the well-being of Ngāti Mākino*:**

cultural purposes including land use which enhances the physical, mental and spiritual well-being of Ngāti Mākino, such as learning about Ngāti Mākino and conservation;

5.25.2 ***principle two - sustainable land use*:**

economic purposes including sustainable land use, such as pine woodlots, which generate income that will be used for the benefit of the other cultural redress properties;

5.25.3 ***principle three - environmental benefits*:**

environmental zones that benefit the environment, such as ecological corridors.

Conditions applying to the use and management of Te Kōhanga site

5.26 The use and management of Te Kōhanga site by the trustees must be for purposes consistent with that site -

5.26.1 being located within a peaks-to-sea ecological corridor; and

5.26.2 adjoining an area of public conservation land within the Rotoehu Forest that is managed as an ecological area.

5.27 In managing and using Te Kōhanga site, the trustees should ensure that the outcomes identified below are achieved:

5.27.1 the risk of fire is minimised; and

5.27.2 any areas containing farmed domestic stock are well fenced to prevent stock accessing native vegetation; and

5.27.3 diverse use, with a minimum of open or cleared land, is promoted; and

5.27.4 the introduction of domestic animals, such as dogs and cats, is prevented; and

5.27.5 the presence and spread of weeds is minimised.

5.28 To avoid doubt, the following activities are inconsistent with the purposes and outcomes identified in clauses 5.26 and 5.27:

5.28.1 the clear felling of indigenous vegetation; and

5.28.2 the conversion of all of the site to pasture; and

5.28.3 open cast mining; and

5.28.4 the farming of animals controlled under the Wild Animals Control Act 1977.

Land use management plan

5.29 The trustees and the Director-General will together prepare a land use management plan for Te Kōhanga site.

5.30 The purpose of the land use management plan will be to guide the proper use and management of Te Kōhanga site.

5.31 The trustees and the Director-General will:

5.31.1 commence the preparation of the land use management plan within one year after the settlement date; and

5.31.2 work together in a co-ordinated and co-operative manner in the preparation of the land use management plan.

Entry on to Te Kōhanga site

5.32 The Director-General may, after giving reasonable notice to the trustees of the intention to do so, enter on to Te Kōhanga site for the purpose of assessing whether the management and use of that site is consistent with clauses 5.26 to 5.28 and the land use management plan.

Application of Revenue

5.33 The trustees must ensure that all revenue (including interest) deriving from the use of Te Kōhanga site, after the deduction of any reasonable expenses, is applied for conservation purposes on one or more of the following sites:

5.33.1 Matawhāura (part of the Lake Rotoiti Scenic Reserve):

5.33.2 Balance of Matawhāura site:

5.33.3 Lake Rotoehu Scenic Reserve site:

5.33.4 Ngā Pōrōtai-o-Waitaha-a-Hei site:

5.33.5 Rotoehu Forest Wānanga site:

5.33.6 Rākau ō Kauwae Hapa site.

5.34 For the purpose of clause 5.33 **conservation purposes** -

5.34.1 means the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations; and

5.34.2 includes the provision of educational services relating to the matters set out in clause 5.34.1.

Notation on computer freehold register

5.35 Immediately following the creation of a computer freehold register for Te Kōhanga site, the Registrar-General will enter on the computer freehold register a notation that Te Kōhanga site is subject to those sections of the settlement legislation governing:

5.35.1 the use and management of that site as set out in clauses 5.26 to 5.28; and

5.35.2 the application of revenue from that site as set out in clauses 5.33 and 5.34.

Dispute resolution

5.36 Clauses 5.37 to 5.40 apply in the event of a dispute between the trustees and the Crown over -

5.36.1 the use and management of Te Kōhanga site; or

5.36.2 the preparation or interpretation of the land use management plan; or

5.36.3 the exercise of the Director-General's right of entry on to Te Kōhanga site;or

5.36.4 the application of revenue from Te Kōhanga site.

5.37 The parties may, at any time, seek to resolve any dispute by negotiation or any other informal dispute resolution technique that is agreed between the parties.

5.38 If one of the parties considers that a dispute is not able to be resolved under clause 5.37, that party may give notice to the other party that a formal dispute exists between the parties.

5.39 If notice is given by a party under clause 5.38 -

5.39.1 every effort will be made in good faith to resolve matters at a local level. This may involve the relevant Area Manager of the Department of Conservation meeting with a representative of the trustees to discuss the dispute; and

5.39.2 if, within a reasonable period of time, the dispute is not resolved through the process under clause 5.39.1 either party may refer the dispute to the relevant Conservator of the Department of Conservation and a nominated representative of the trustees, and those persons will meet to discuss the dispute; and

5.39.3 if, within a reasonable period of time, the dispute is not resolved through the process under clause 5.39.2, either party may refer the dispute to the Director-General (or nominee) and the Chairperson of the trustees, and those persons will meet to discuss the dispute; and

5.39.4 if, within a reasonable period of time, the dispute is not resolved through the process under clause 5.39.4, either party may refer the dispute to mediation, with the mediator to be mutually agreed and the costs of the mediation to be met equally by the parties.

5.40 The parties will seek to resolve any dispute and will work through the processes referred to in clauses 5.37 to 5.39, in a timely, respectful and constructive manner.

Settlement legislation

5.41 The settlement legislation will provide for the matters set out in clauses 5.26 to 5.28 and 5.33 to 5.35.

CULTURAL REDRESS NON-EXCLUSIVE

5.42 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the trustees on the settlement date –

6.1.1 $900,000, being the financial and commercial redress amount of $6,700,000 less $5,800,000 being the total transfer value of the licensed land (as described in part 3 of the property redress schedule); and

6.1.2 $3,100,000, being an additional payment in recognition of the delay in settling the historical claims.

LICENSED LAND

6.2 The licensed land is to be transferred by the Crown to the trustees on the settlement date -

6.2.1 as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the trustees or any other person; and

6.2.2 on the terms of transfer in part 6 of the property redress schedule.

6.3 The transfer of the licensed land will be –

6.3.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to it; and

6.3.2 subject to –

(a) the trustees providing to the Crown by or on the settlement date right of way easements in gross on the terms and conditions set out as "type A" in subpart F of part 8 of the documents schedule (subject to any variations in form necessary to ensure their registration); and

(b) subject to the trustees providing to the Crown by or on the settlement date a right of way easement on the terms and conditions set out as "type C" in subpart F of part 8 of the documents schedule (subject to any variations in form necessary to ensure its registration); and

(c) subject to the Crown granting to the trustees right of way easements on the terms and conditions set out as "type B" in subpart F of part 8 of the documents schedule (subject to any variations in form necessary to ensure their registration); and

(d) subject to the Crown granting to the trustees a right of way easement on the terms in conditions set out as "type D" in subpart F of part 8 of the

documents schedule (subject to any variations in form necessary to ensure its registration); and

6.3.3 subject to an easement in gross in the form in subpart G of part of the documents schedule giving a right of public access and signed by the responsible Ministers under the Crown Forest Assets Act 1989 as grantor and the Minister of Conservation as grantee.

6.4 The settlement legislation will, on the terms provided for by part 12 of the settlement legislation agreed contents schedule, specify the following in relation to the licensed land:

6.4.1 its transfer by the Crown to the trustees:

6.4.2 it to cease to be Crown forest land upon registration of the transfer:

6.4.3 the trustees to be, from the settlement date, in relation to the licensed land –

(a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(b) entitled to the rental proceeds since the commencement of the Crown forestry licence:

6.4.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence in so far as it relates to the licensed land at the expiry of the period determined under that section, as if –

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on settlement date:

6.4.5 the trustees to be the licensor under the Crown forestry licence as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and

6.4.6 clause 6.2 of the Crown forestry licence (which relates to public entry for recreation purposes) to continue to apply even though the Crown is no longer licensor; and

6.4.7 a public right of way easement may be granted under section 8 of the Crown Forests Act 1989 that is enforceable in accordance with its terms; and

6.4.8 for rights of access to areas that are wāhi tapu.

RIGHT OF DEFERRED PURCHASE

6.5 Subject to paragraph 6.6, the trustees may, for six months after the settlement date, purchase the deferred selection property -

6.5.1 described in subpart A of part 4 of the property redress schedule (being the Ōtamarākau School site); and

6.5.2 on, and subject to, the terms and conditions specified in parts 5 and 6 of the property redress schedule.

6.6 The trustees' right to purchase the deferred selection property is subject to the Ministry of Education and the trustees agreeing by the settlement date the terms of a leaseback of the property to the Crown that is to have effect immediately after the trustees' purchase of the property. As the lease will be a registrable ground lease of the property, the trustees will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

6.7 Clause 6.8 applies in respect of the Ōtamarākau School House site if, before the settlement date, the board of trustees of Ōtamarākau School (the **board of trustees**) relinquishes the beneficial interest it has in the Ōtamarākau School House site.

6.8 If this clause applies to the Ōtamarākau School House site –

6.8.1 the Crown must, within 10 business days of this clause applying, give notice to the trustees that –

(a) the beneficial interest in the Ōtamarākau School House site has been relinquished by the board of trustees; and

(b) the deferred selection property will include the Ōtamarākau School House site; and

6.8.2 all references in this deed to the deferred selection property are to be read as if the deferred selection property was the Ōtamarākau School site and the Ōtamarākau School House site together.

RFR

6.9 The trustees are to have a right of first refusal in relation to a disposal by the Crown, of RFR land, being land described in the attachments as RFR land that, on the settlement date, -

6.9.1 is vested in the Crown; or

6.9.2 the fee simple to which is held by the Crown.

6.10 The right of first refusal is –

6.10.1 to be on the terms of the settlement legislation provided for by part 13 of the settlement legislation: agreed contents schedule; and

6.10.2 in particular, to apply –

(a) for a term of 100 years from the settlement date; and

(b) only if the RFR iand is not being disposed of in circumstances specified in accordance with paragraphs 13.10 to 13.13 of the settlement legislation: agreed contents schedule.

SETTLEMENT LEGISLATION

6.11 The settlement legislation will, on the terms provided for by parts 11 and 12 of the settlement legislation: agreed contents schedule, enable the transfer of the licensed land and the deferred selection property.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

7.1 Within six months after the date of this deed, the Crown must propose settlement legislation for introduction to the House of Representatives.

7.2 The settlement legislation proposed for introduction must include all matters required by-

7.2.1 this deed; and

7.2.2 in particular, the settlement legislation: agreed contents schedule.

7.3 However, the settlement legislation, and in particular the settlement legislation proposed for introduction to the House of Representatives, may include changes to the requirements of this deed agreed in writing by the trustees and the Crown.

7.4 Ngāti Mākino and the trustees must support the enactment of the settlement legislation.

SETTLEMENT CONDITIONAL

7.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.

7.6 However, the following provisions of this deed are binding on its signing:

7.6.1 clauses 7.4 to 7.10:

7.6.2 paragraph 1.3, and parts 5 to 8, of the general matters schedule.

EFFECT OF THIS DEED

7.7 This deed –

7.7.1 is "without prejudice" until it becomes unconditional; and

7.7.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or other judicial body or tribunal.

7.8 Clause 7.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

WRE

TERMINATION

7.9 The Crown or the trustees may terminate this deed, by notice to the other, if –

7.9.1 the settlement legislation has not come into force within 24 months after the date of this deed; and

7.9.2 the terminating party has given the other party at least 60 business days notice of an intention to terminate.

7.10 If this deed is terminated in accordance with its provisions, it -

7.10.1 (and the settlement) are at an end; and

7.10.2 does not give rise to any rights or obligations; and

7.10.3 remains "without prejudice".

8 MOUTOROI PĀ SITE

MOUTOROI PĀ SITE

8.1 The settlement legislation will vest in the trustees on the settlement date the fee simple estate in the Moutoroi Pā site.

8.2 The Moutoroi Pā site is to be –

8.2.1 as described in schedule 4 of the settlement legislation: agreed contents schedule; and

8.2.2 vested in the trustees, but not as redress, on the terms provided in paragraph 14.1 of the settlement legislation: agreed contents schedule.

9 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

9.1 The general matters schedule includes provisions in relation to-

9.1.1 the implementation of the settlement; and

9.1.2 the Crown's -

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

9.1.3 giving notice under this deed or a settlement document; and

9.1.4 amending this deed.

HISTORICAL CLAIMS

9.2 In this deed, **historical claims** -

9.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Mākino, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that -

(a) is, or is founded on, a right arising -

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992 -

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

9.2.2 includes every claim to the Waitangi Tribunal to which clause 9.2.1 applies that relates exclusively to Ngāti Mākino or a representative entity, including the following claims:

(a) Wai 275 – Tāhunaroa and Waitahanui Blocks claim; and

(b) Wai 334 – Matata land claim; and

9.2.3 includes every other claim to the Waitangi Tribunal to which clause 9.2.1 applies, so far as it relates to Ngāti Mākino or a representative entity.

9.3 However, **historical claims** does not include the following claims-

9.3.1 a claim that a member of Ngāti Mākino, or a whānau, hapū, or group referred to in clause 9.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 9.5.1:

9.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 9.3.1.

9.4 To avoid doubt, clause 9.2.1 is not limited by clauses 9.2.2 or 9.2.3.

NGĀTI MĀKINO

9.5 In this deed, **Ngāti Mākino** means -

9.5.1 the collective group composed of individuals who descend from one or more Nāgti Mākino tipuna; and

9.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 9.5.1; and

9.5.3 every individual referred to in clause 9.5.1.

9.6 For the purposes of clause 9.5.1 -

9.6.1 **Ngāti Mākino tipuna** means an individual who –

(a) exercised customary rights by virtue of being descended from –

(i) Hei; and

(ii) Waitaha; and

(b) Mākino II; and exercised the customary rights within the area of interest at any time after 6 February 1840; and

9.6.2 a person is **descended** from another person if the first person is descended from the other by -

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Ngāti Mākino tikanga (customary values and practices); and

9.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including -

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

AREA OF INTEREST

9.7 **Area of interest** means the area identified as the area of interest in the attachments.

ADDITIONAL DEFINITIONS

9.8 The definitions in part 7 of the general matters schedule apply to this deed.

INTERPRETATION

9.9 Part 8 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on 2 April 2011

SIGNED by
the trustees of
NGĀTI MĀKINO IWI AUTHORITY
for and on behalf of
NGĀTI MĀKINO
and as trustees of
NGĀTI MĀKINO IWI AUTHORITY

Te Ariki Morehu

Awhi Awhimate

Neville Nepia

Hilda Sykes

Tohu Ripeka Te Whata

Heneri Ngatai

Hare Wiremu

Laurence Tamati

in the presence of -

WITNESS

Name: IAN DICKSON

Occupation: COMPANY DIRECTOR

Address: PO BOX 5820 WELLINGTON

SIGNED for and on behalf of **THE CROWN** by -

The Minister for Treaty of Waitangi Negotiations

Hon Christopher Finlayson

in the presence of -

WITNESS

Name: Hon Georgina Te Heuheu
Occupation: The Minister for Courts
Address: Associate Minister of Māori Affairs

The Minister of Finance
(in relation to only the tax indemnities)

Hon Simon William English

in the presence of -

WITNESS

Name: ALEX HARRINGTON
Occupation: ECONOMIC ADVISOR
Address: WELLINGTON

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

R. Atutahi

Pua Ngatai

Rosanna Mack.

Aminia Ngatai.

Awhina Ruhamah

Kawanna Ngatai 2011

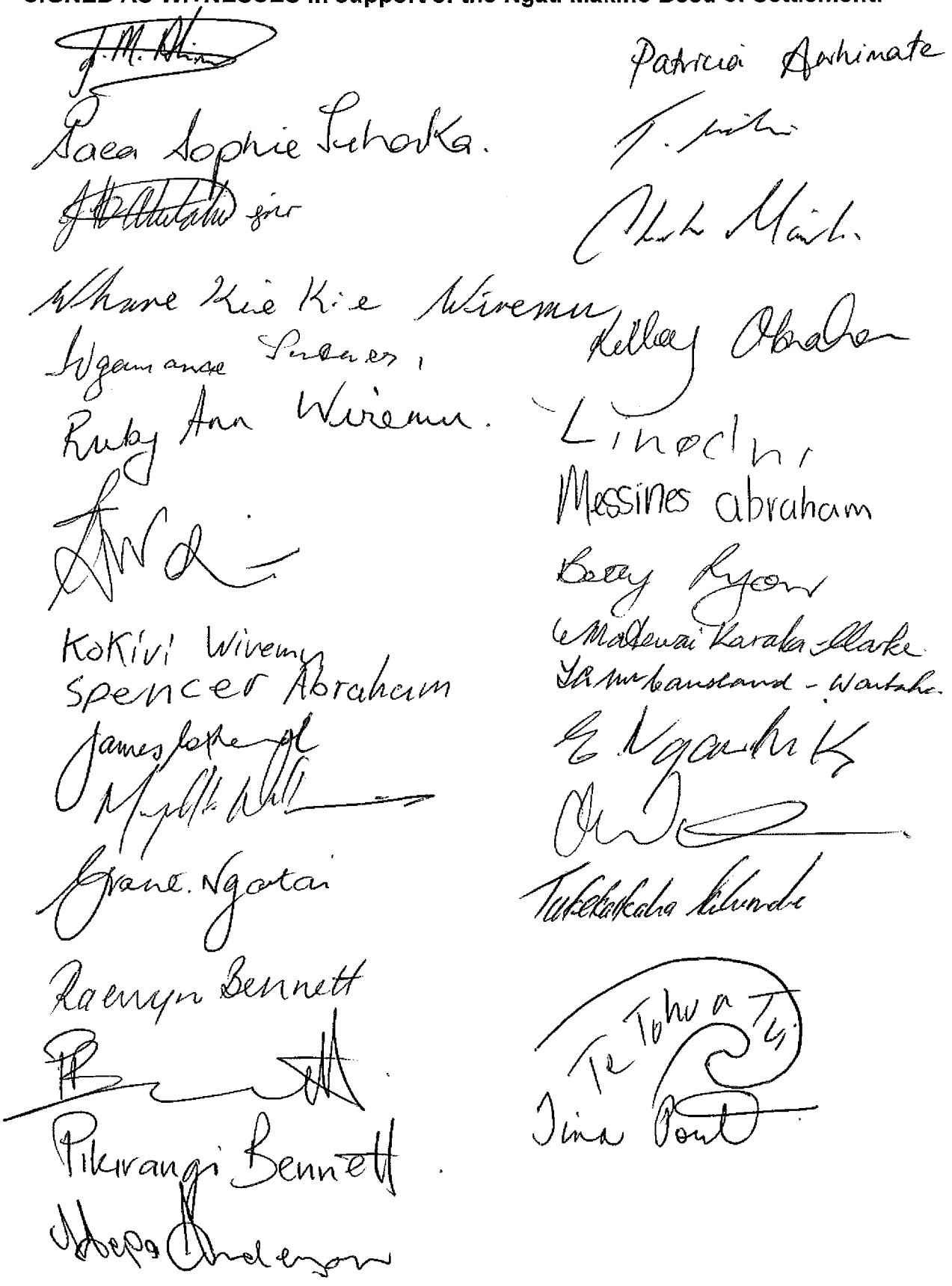
Bailey charles Arama Te Kawakawa Atutahi Abraham

Lani Awhimate

J. L. Ngatai

Rupa Williams

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:



SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settiement:

Ngareta Delamere

Te-Tuhiwhakaura Grapl.

Te-Uhiatorea Bobbie Grapl

Te Whetu Murama Atutahi

Harvest-Rose

Vervies Pumuhu McCausland.

TE MOTOI TAPUTU

Hiria Tibble Reign Owhaowhina Tibble Smallman

Hinepo Tibble Smallman.

Darren Jefferis

DAVID "EREATARA" WILLIAMS "GREENSTONE"

SIGNED AS WITNESSES In support of the Ngāti Mākino Deed of Settlement:

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

HINETEAO MIKAERE

Makino TE Whata

Marhe Marshall (TE WHATA)

Oruti TeRau Oruia Smith (TeWhata)

Riria Atatahi

Hinepo Tibble.

R.W. Boyhead

Pua Ngatai

Rosanna Marks

Amiria Ngatai

A Awhimate

Karauria Ngatai (2011)

Stewart D. Ngatai

Iwiyaiko Charmaine Curtis

Minnie Atatahi

Lani Awhimate

Y.L. Ngatai

CURTIS

EF.

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

Paea Sophie Tuhaka

Patricia Awhimate

Raewyn Bennett

Pia Bennett

Oriwa Sissons

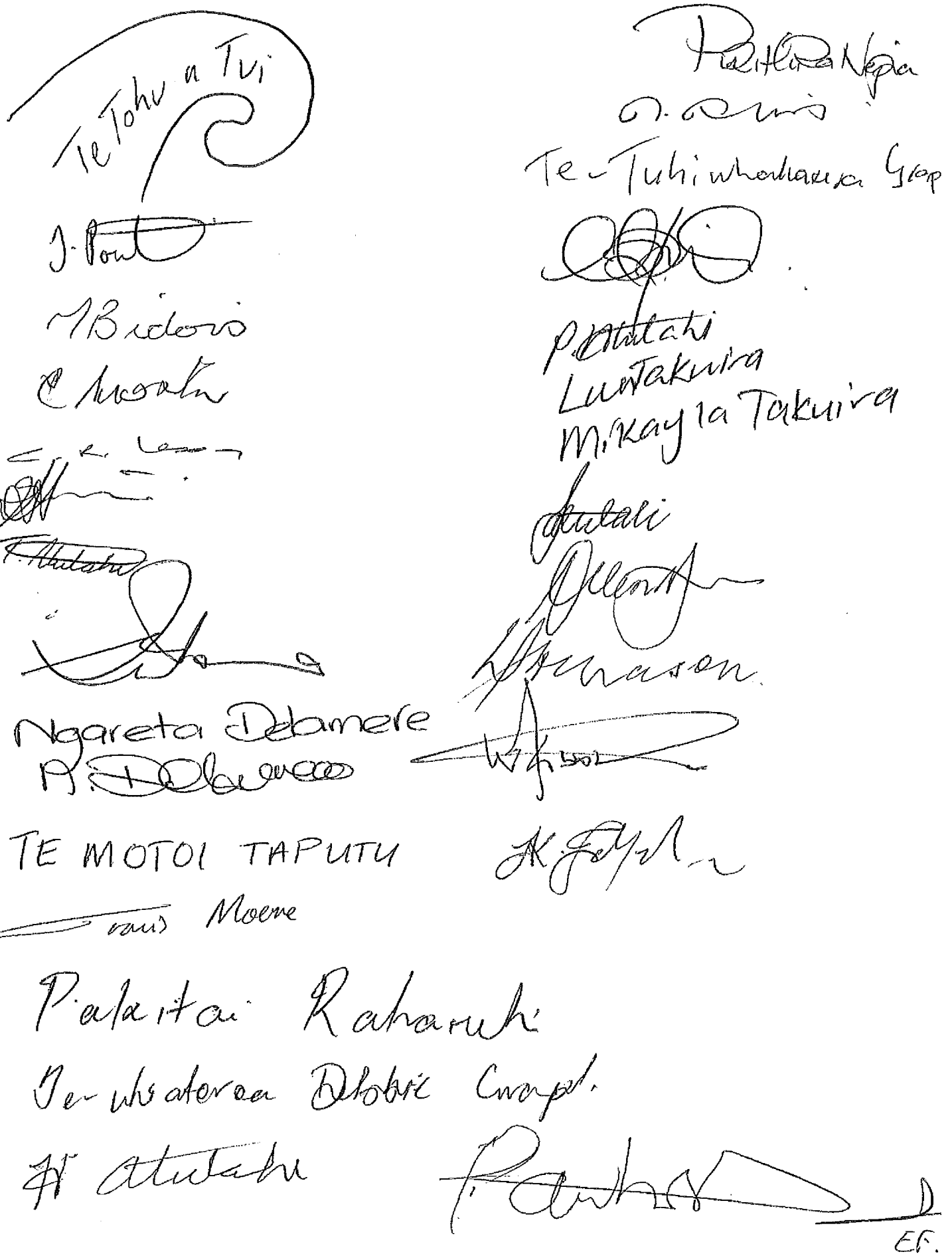
Messines abraham

Tiana Maihi

Erana Maihi

EG

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:



SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

Darren Jeffers

DAVID "ERETARA" WILLIAMS

Glenn Walker

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

Wiria Mason

Tetepou Smale.

R. Ahutahi

Rua Ngatai

Aminea Ngatai.

Rahira Ahimate

Kararaia Ngatai

Spencer Abraham

Te Tui O Te Naiti Ahutahi

Charles Arama Te Kawakawa

Atutahi Abraham

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

Rangimarie Turner

Araroa

Tamenuiarangi

Raewyn Bennett

Pikirangi Bennett

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

Kirimātao Tawiliili

Messines Abraham

Isobel Morehu.

Betty Ryan

Te Toho a Tūi

Iwia Pont.

Te Tuhiwhakaura Grey

Hepe Anderson

Ngareta Delamere

TE MOTOI TIAPUTU.

Darren Jefferis

Debbie Grey

SIGNED AS WITNESSES in support of the Ngāti Mākino Deed of Settlement:

David "Ereatara" Williams "Greenstone"

Glenn Webber