

MORIORI
and
THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST
and
THE CROWN

DEED OF SETTLEMENT OF
HISTORICAL CLAIMS

[date]

DEED OF SETTLEMENT

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Moriori and breached the Treaty of Waitangi and its principles; and
- provides an acknowledgement by the Crown of the Treaty breaches and an apology; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Moriori to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Moriori; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

The bottom of the page contains several handwritten signatures in blue ink. From left to right, there is a large signature, a signature that appears to be 'AAR.', a signature that looks like 'Mere.', and several other smaller, less legible signatures. The signatures are scattered across the bottom third of the page.

DEED OF SETTLEMENT

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DEED OF SETTLEMENT

SCHEDULES

GENERAL MATTERS

1. Implementation of settlement
2. Interest
3. Tax
4. Notice
5. Miscellaneous
6. Defined terms
7. Interpretation

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties

DOCUMENTS

1. Moriori values, protection principles and Director-General of Conservation's actions
2. Statements of association
3. Deed of recognition
4. Protocols
5. Encumbrances
6. Rangihauete trust deed
7. Deed in relation to Waihere block and Glory block
8. Relationship agreements
9. Hokoatanga Tiaki Miheke
10. Letters of introduction
11. Moriori quota RFR deed

ATTACHMENTS

1. Area of interest
2. Deed plans
3. RFR land
4. Other RFR land
5. Glossary of terms
6. Draft settlement bill

HS SR

DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made between

MORIORI

and

THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST

and

THE CROWN

AS

SR

DEED OF SETTLEMENT

1 BACKGROUND

NEGOTIATIONS

- 1.1 Moriori gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown by undertaking consultation and hui in March and April 2003.
- 1.2 The Crown recognised the mandate on 19 November 2003.
- 1.3 After a pause in negotiations, Hokotahi Moriori Trust reconfirmed their mandate on 22 March 2016 following hui-ā-Moriori and a public submissions process.
- 1.4 The mandated negotiators and the Crown –
 - 1.4.1 by terms of negotiation dated 26 July 2004, agreed the scope, objectives, and general procedures for the negotiations; and
 - 1.4.2 by agreement dated 16 August 2017, agreed, in principle, that Moriori and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and
 - 1.4.3 since the agreement in principle, have –
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.5 Moriori have, since the initialling of the deed of settlement, by a majority of –
 - 1.5.1 [percentage]%, ratified this deed; and
 - 1.5.2 [percentage]%, approved its signing on their behalf by [the governance entity][a minimum of [number] of] the mandated signatories]; and
 - 1.5.3 [percentage]%, approved the governance entity receiving the redress.
- 1.6 Each majority referred to in clause 1.5 is of valid votes cast in a ballot by eligible members of Moriori.
- 1.7 The governance entity approved entering into, and complying with, this deed by [process (resolution of trustees etc)] on [date].

DEED OF SETTLEMENT

1: BACKGROUND

- 1.8 The Crown is satisfied –
- 1.8.1 with the ratification and approvals of Moriori referred to in clause 1.5; and
 - 1.8.2 with the governance entity's approval referred to in clause 1.7; and
 - 1.8.3 the governance entity is appropriate to receive the redress.

OFFICIAL OR RECORDED GEOGRAPHIC NAMES

- 1.9 The place names referred to in this deed that are not official or recorded geographic names, within the meaning of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, are listed in paragraph 5.5 of the general matters schedule.

AGREEMENT

- 1.10 Therefore, the parties –
- 1.10.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and
 - 1.10.2 agree and acknowledge as provided in this deed.

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PREFACE

- 1.11 This section is set out in ten parts – a reflection of the ten pillars of Rangitokona, the etchu who separated Rangi and Pāpā. Rangitokona's pillars are often used in a modern context to explain or illustrate values and concepts passed down through the generations.
- 1.12 This section focuses on the origin stories of Moriori and how we came to settle on Rēkohu and its surrounding islands.
- 1.13 Only some of our stories are told here. The ones we have set out are from accounts recited by elders in the mid to late 1800s. Names of people and places are set down in the form we know of today but as more research is carried out we may find other ways that names were spelled. The same applies to the use of Moriori words and phrases contained in this background section and the historical account. As our research into our language develops we may find additional words and alternative forms of spelling. It should therefore be seen as a fluid document – one that marks a place in time.

*Te one no Uru, no Ngana, no Iorangi e-ra ia
Kei tongia te one, tongia te one e, tareae-i-ae
Whati te rangi, whati te rangi, tu tatau tareae-i-ae
No Tu, no Tane, no Rongo, no Tangaroa, e rai a
Kei tongia te one e
No Tahu, no Mokō, no Maroro, no Wakehau e-ra ia
Kei tongia te one e
No Ruanuku, no Taputap, no Rakaiora, e rai a
Kei tongia te one e
E puke e puta wai, ta ihi, ta mana, ta hā, tē hokoariki
Kei tongia te one e
No Rongomai-whiti, no Rongomairau, no Rongomai-ta-niho-o-te-rangi
No te hokoariki, ko ro Tauira te one
Whati te rangi, whto tatau tareae-i-ae, tu tatau tareā
E puke wai, e puta wai, ta ihi, ta mana, te ha, ta hokoariki ra-i
Kei tongia te one tareae-i-ae, whati te rangi tu tatau tareae-i-ae
Whati te rangi tu tatau tareā-nō*

DEED OF SETTLEMENT

1: BACKGROUND

Pillar 1 - HOKOPAPA

- 1.14 According to Moriori tradition, lists of hokopapa (genealogy) were recited showing over 180 generations of connection. These ancestral narrators became our tribal archivists and we are forever grateful for their expert knowledge and willingness to pass on their valuable knowledge to future generations of Moriori descendants.
- 1.15 The ancestors Minarapa Tamahiwaki, Aperahama Maikoua and Hirawana Tapu (Maitarawai) provided hokopapa that set out the times before the arrival of the first peoples and later heke (migrations) of Rangimata and Rangihoua. Tamahiwaki's hokopapa has 182 lines from Tū to himself. Aperahama Maikoua's hokopapa (which was dictated by him for Tapu to write out) has 134 lines starting with Te Ao Marama (who is at line 57 in Tamahiwaki's hokopapa) and finishing with himself. Both have the Moriori founding ancestor, Rongomaiwhenua, directly after Te Ao Marama (Tamahiwaki at 58 and Maikoua at line 2).
- 1.16 The two comprehensive and lengthy hokopapa are very similar in terms of names of significant ancestors and also in terms of time spans between various waka arrivals. Tamahiwaki has 26 generations between Rongomaiwhenua and the arrival of Kahu's waka whilst Maikoua has 28. Both list a further 70 or so generations until the heke of Rangimata and Rangihoua.

Tamahiwaki's Hokopapa

- 1.17 Tamahiwaki's hokopapa can be divided into five groups. The first group (Ta Hūnau o ta Rangi) contains 30 generations beginning with Tū. The second group starts with Tokoroa (line 31) and ends with Te Ao Marama at line 57. The next section begins with Rongomaiwhenua (58) and ends with Kahu-ti (line 84), who was one of the ancestors living on Rēkohu when Kāhu arrived. The fourth group starts at Tatitiri (line 85) and ends with Kaiuaua (line 156). The last group starts with Rongopapa at line 157 (who was in residence at Te Awapātiki when the Rangimata heke arrived) and ends with Tamahiwaki (line 182)

Maikoua's Hokopapa

- 1.18 Maikoua's hokopapa from Rongomaiwhenua to Tamakautara (a contemporary of Kahu-ti) shows 28 generations, with a further 69 generations to Marupuku who was living at Te Awapātiki when the Rangimata heke arrived. Maikoua's last group recites 33 generations following Marupuku to himself.

Tamahiwaki's Hokopapa lines	Tamahiwaki's hokopapa	Maikoua's hokopapa lines	Maikoua's hokopapa
-----------------------------	-----------------------	--------------------------	--------------------

- | | |
|----|-------|
| 1. | Tū |
| 2. | Rongo |

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1: BACKGROUND

3. Tane
4. Tangaroa
5. Rongomai
6. Kahukura
7. Tiki
8. Uru
9. Ngangana
10. Io
11. Iorangi
12. Waiorangi
13. Tahu
14. Moko
15. Maroro
16. Wakehau
17. Tiki
18. Toi
19. Rauru
20. Whatonga
21. Rongomai
22. Kahukura
23. Ruanuku
24. Motu-ariki
25. Te Ao-marama
26. Tumare
27. Ranganuku
28. Mātāriki
29. Wari
30. Taura
31. Tokoroa
32. Tokopoto
33. Tokomahuta
34. Tokomauhara
35. Rupipi
36. Huwaruwaru
37. Rukuhautai
38. Rukuwhakapeka
39. Ruhitioro
40. Tamāriki
41. Tamamutu
42. Rangipoutu
43. Ranginaonao
44. Rangituwehi
45. Tiki-mātā-wha

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1: BACKGROUND

46.	Tūmanukura		
47.	Rongohua		
48.	Tangaroa-mātāhi		
49.	Ūhenga		
50.	Pāpāraro		
51.	Tangaroa-whatu-moana		
52.	Tamanui-te-Rā		
53.	Tamahiwa		
54.	Te Hiwarangi		
55.	Rongomai		
56.	Kahukura		
57.	Te Ao-marama	1.	Te-Ao-Marama
58.	Rongomaiwhenua	2.	Rongomaiwhenua
59.	Nuku-o-wae-roroa	3.	Rangipokia
60.	Tūtawake	4.	Tūrangi
61.	Turanga-mamaoa	5.	Rangitakohu
62.	Ngake	6.	Tamoe
63.	Pehe	7.	Ripō
64.	Tū-ta-Upoko-o-Rēkohua	8.	Tangaroa-mapuna-wai
65.	Tūmakao	9.	Tongonui
66.	Tūwhatawhata	10.	Heu (Hau)
67.	Hariunga	11.	Roa
68.	Pāpā	12.	Waka
69.	Toromātua	13.	Tapopohewa
70.	Takare	14.	More
71.	Hawaikie	15.	Takitumu
72.	Tūtohia	16.	Tumunui
73.	Hokotaka	17.	Rakaraka
74.	Wharekaraka	18.	Hamuru-tonga (atua)
75.	Rangitipi	19.	Hawaitauru
76.	Maitūporo	20.	Marukaputu
77.	Motorea	21.	Taputu-ao
78.	Huturere	22.	Tamawharou
79.	Tū-te-rangi-marama	23.	Kai-toro
80.	Te-Ao-maira	24.	Tapongi
81.	Tairi	25.	Rotoru
82.	Tarere	26.	Moputehi
83.	Manu-kau-moana	27.	Waikawa
84.	Kahu-ti (Kāhu's arrival on the islands)	28.	Torohanga
85.	Tatitiri	29.	Tamatūroa
86.	Korongo	30.	Tamakautara (Kāhu's arrival on the islands)

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1: BACKGROUND

87.	Poke	31.	Tapu-koro
88.	Kohiroa	32.	Poutarau
89.	Ana	33.	Rongomai-to-whatu-ma
90.	Apata	34.	Wairere
91.	Tohenga-aitu	35.	Kahutua
92.	Hamatua	36.	Rangihikimeo
93.	Ta-ta-roa	37.	Tama-ngutu-ao
94.	Puwiwi	38.	Wharemai
95.	Wairewa	39.	Tama-ngutu-ure
96.	Tangaroa-kuau	40.	Kairoro
97.	Tauira	41.	Tumuririko
98.	Toko-tea-rangi	42.	Tumurarapa
99.	Tūkoia	43.	Parawhenuamea
100.	Hapaikato	44.	Ta Upoko-papa
101.	Kahukare	45.	Rangitahia
102.	Tauaru-kura	46.	Tūwahine
103.	Rangituake	47.	Tahiwata (atua)
104.	Maititi	48.	Rutake-whenua
105.	Wakiri	49.	Tūwakehau
106.	Te Ikaroa	50.	Rangi-wahia
107.	Manapupu	51.	Rangi-ka-matata
108.	Tarewa	52.	Tūwahia
109.	Ruaouru	53.	Mahutu-ata
110.	Rongomehori	54.	Matowha
111.	Tūmakao	55.	Potiki-tehi
112.	Kie	56.	Kaumoana
113.	Tūwatawata	57.	Tama-tahuri
114.	Aoroa	58.	Tūtohia
115.	Tūkoia	59.	Poroa
116.	Tuatahi	60.	Mokeao
117.	Marupinui	61.	Tūwakehau
118.	Maunga	62.	Tami-ripō
119.	Kueo	63.	Wai-tongo
120.	Painui	64.	Ririhorea
121.	Tamakikihi	65.	Mokara
122.	Tapepeke	66.	Poretu
123.	Tihauwanu	67.	Te Rikitahatika
124.	Karangatua	68.	Tamatahatu
125.	Whatonga	69.	Manawatahia
126.	Tawahine	70.	Tamatakuao
127.	Kautore	71.	Wharewi
128.	Mana-aotea	72.	Wharekura
129.	Apunui	73.	Tama-hokototoro

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1: BACKGROUND

130.	Takaro	74.	Te Awapuhi
131.	Tamahitita	75.	Rangiwera
132.	Raumati	76.	Tehuaimi-ro
133.	Ngana	77.	Te Auriri
134.	Karewa	78.	Te Au-nguiha
135.	Taheke	79.	Titire
136.	Rapaki	80.	Manaonao
137.	Hamuroro	81.	Tū-toko-tapu
138.	Tatitiri	82.	Pā-okoohu
139.	Pounamu	83.	Tapuhautere
140.	Kueau	84.	Matirawhe (a bird)
141.	Mano	85.	Tangaro-pouri
142.	Kaimurumuru	86.	Tangaro-potango
143.	Tohoanga	87.	Mawharu
144.	Tūneinei	88.	Whare-tangata
145.	Tūapaka	89.	Tapeneke
146.	Tūarere	90.	Tamakopupu
147.	Rangitipi	91.	Tamatoke
148.	Taihakama	92.	Tamakororo
149.	Waka-ariki	93.	Turumoe
150.	Wakatukou	94.	Tūhoe
151.	Eha	95.	Tangiwharau
152.	Marama	96.	Tamaroroki
153.	Ika	97.	Herepō
154.	Tauanunuku	98.	Hitauira
155.	Tamohewa	99.	Marumama-ke
156.	Kaiuaua	100.	Marupuku (Rangimata heke period)
157.	Rongopapa (Rangimata heke period)	101.	Tana-hokorerere-kura
158.	Tamutu	102.	Tana-mairewa
159.	Piriake	103.	Te Au-ripo
160.	Tamehe	104.	Te Au-mate
161.	Tapanga	105.	Tupuwhenua
162.	Tūtoake	106.	Hinewao
163.	Manapō	107.	Tapihanga
164.	Tūwetenga	108.	Rongo-rau-eruhe
165.	Rongo-mai-kura	109.	Tūrori
166.	Moriro	110.	Tūiti
167.	Pakaurua	111.	Tāne
168.	Hupe	112.	Tapito
169.	Hapekirehe	113.	Hinepango
170.	Tamakahe	114.	Hinewere

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1: BACKGROUND

171.	Tamakanoi	115.	Perere-wao
172.	Rangimene	116.	Momotū
173.	Tapumata	117.	Hine-kokomuka
174.	Waitahi	118.	Manawa-take
175.	Te Riki-toroa	119.	Manawa-huka
176.	Te Ika	120.	Tapoukore
177.	Tamatūahu	121.	Wai-tamui
178.	Tapongi	122.	Te Akepiri
179.	Tama-karanga-pō	123.	Koenga-punga
180.	Manu-kapua	124.	Hine-kerenu
181.	Tama-te-hokopa	125.	Tama-anaukahu
182.	Tamahiwaki (the hokopapa reciter)	126.	Hina-anau-kāhu
		127.	Hituaro
		128.	Puatou
		129.	Maitokehanga
		130.	Hawea
		131.	Ta Ihi
		132.	Te Rikimohewa
		133.	Puangaiho
		134.	Maikoua (the hokopapa reciter)

Pillar 2 - KO MATANGI AO

Ka Tū Ta Pou

*Ko Rangitokona i tohe rangi
Ko Rangitokona tokona i tohe ātā
Ka tū ta pou ki ru pakira o tā rangi
Ki ru pehore o tā rangi
Ka tū ta mēmēa-a-nuku
Ka tū ta mēmēa-a-rangi
Ka tū ta kahi-a-nuku
Ka tū ta kahi-a-rangi
Ka tū ta pou
Ta pou, ka tū ta pou ta pourangi*

Rangitokona holds up the sky
Rangitokona props up the dawn
The pou stands against the baldness of the sky
It stands against the bareness of the sky
It stands; a thought against the Earth

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1: BACKGROUND

It stands; a thought against the Sky

It stands – a wedge against the Earth

Its stands a wedge against the sky

The pou stands

The pou, the pou stands the pou of the sky

HS SR

DEED OF SETTLEMENT

1: BACKGROUND

- 1.19 Ko Matangi Ao refers to a Moriori concept related to the Moriori origin stories and is the time of the creation of the Earth and separation of Rangī and Pāpātuanuk'. Moriori understand that Rangī and Pāpātuanuk' were bound together until a wairu (spirit) rose up and separated the two – his name was Rangitokona – the propper-up of the heavens. Rangitokona separated the two parents by placing 10 pillars one on top of each other thus creating a space into which the world of light and knowledge, Te Ao Marama, could flow. It is said “Ro Rāpā ka tokona e Rangitokona, ka wehe a Rangī rāua ko Pāpā, ka hūnau a rāua tchimarik”:—Heaven and Earth were pushed apart by Rangitokona, and heaven and earth were separated—their children were born. Some versions of the creation story have Te Ao Marama as the mother of Rangitokona, others have her as his wife.
- 1.20 Rangitokona is the pou that holds up the central house of Kōpinga Marae – Hokomenetai. The pou holds up our whare and has engraved upon its five sides the names of the Moriori alive in 1835 at the time of the Māori invasion and listed in the 1862 petition to the Crown.
- [Insert image/link to the 1862 petition]
- [Insert illustration of pou or marae]
- 1.21 After creating the space between his parents Rangitokona heaped soil onto Pāpātuanuk' and created Tū, from whom descended Rongo, Tāne, Tangaroa, Rongomai, Kahukura, Tiki, Uru, Ngangana, Io, Iorangi, Waiorangi, Tahu, Moko, Maroro, Wakehau, Tiki, Toi, Rauru, Whatonga, Ruanuku, Motu-ariki, Te Ao Marama, Tumare, Ranganuku, Mātāriki, Wari and Ro-tauira – all known by Moriori as Tā Hūnau o tā Rangī. With Ro-Tauira the children of heaven and earth move to the world of existence: the time of Te Ao Marama.
- 1.22 The last born of these etchu (gods) gave birth to Tahiri Mangate who married Rangimaomaō, parents of all the winds. The East Wind was the first to see the lights and the West Wind and last to be born, Raki, gave birth to Tumata-uenga, who placed the strength in birds, fishes and trees. The other children were the months from Wairehu (January) to Tchuhe-a-Takarore (December) whose work was to compete for their turns to mark the seasons.
- 1.23 Other etchu listed in the hokopapa became associated with places on Rēkohu and around the lagoon, Te Whanga, as tchieki (guardians) fully cementing the Moriori connection to our island home of Rēkohu. Rongomaitauira, who occupied the north end of Te Whanga, Tahiwata and Uhenga by Awa-inanga at the south end of the lagoon were the guardians of Kā Ngāngarehei – ancient decrees contained in certain stones hidden at Kohanga-ta-ra near Whakahewa on Rēkohu (The Horns) that set out laws such as do not kill, steal or commit adultery.

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DEED OF SETTLEMENT

1: BACKGROUND

Pillar 3 - RONGOMAIWHENUA AND RONGOMAITERE and the Pou of the Land

Rongomaiwhenua and Rongomaitere – the first settlers

- 1.24 In the hokopapa recited by Minarapa Tamahiwaki, human occupation on Rēkohu began from the time of Rongomaiwhenua (number 58 in the genealogy), whom Tamahiwaki describes as “no ro whenua ake” or sprung from the earth.

Tamahiwaki strongly affirmed that Rongo-mai-whenua and his descendants were no te whenua ake – autochthones – and that they, with the Rangimata migrants, were his ancestors, as shown in his table of genealogy.

- 1.25 While there are no waka recorded for the arrival of Rongomaiwhenua to Rēkohu and Rangihau, it is thought that Rongomaiwhenua (meaning ‘peace on the land’) and his younger brother, Rongomaitere (meaning ‘peace on the ocean’), came to the Islands directly from eastern Polynesia, most likely from the vicinity of Rarotonga or Tahiti. They were the first to set up the altars to the gods and place the ancient pou into the land thus establishing for all time our first human settler (or waina pono) claims to Rēkohu. The first such pou was placed in the henu (land) just north of the opening of the lagoon near Te Awapātiki and is named Ko Ro Puke o Heauoro, one of the most sacred places on the main island for Moriori then and now. This is perhaps why the people continued to meet there for important hui including the historic gathering in March 1836 when a 1,000 Moriori met to decide the response to the invasion of our Island home by two Māori tribes from New Zealand. These ancient pou or markers were placed all over the Islands and named after notable ancestors.

- 1.26 The main pou at Awapātiki, Heauoro, refers to one of the most important Moriori etchu. When Europeans first arrived at Rēkohu in 1791 sailors fired their guns, and one Moriori exclaimed, “*hear the crack of the kelp of their god Heauoro*” (the sound made by the bull kelp in rough seas).

[insert photo of Te Awapātiki]

- 1.27 The pou of the main island, Rēkohu, started at Te Awapātiki and ‘flew’ along the coasts. In a letter written at Manukau the pou were described and the people associated with them named. They show, conclusively, the deep cultural associations to these places anchoring ancestral names with settlement areas.

[Insert map of pou]

- **Te Awa Pātiki:** its post is Ro Kautihamata, passed down to Tamakautara, passed down to Marupuku, passed down to Maikoua.
- **Waikerii itself:** Its post in the past of the ancestors was passed down to Tamakorohinui, passed down to Rangikino, passed down to Te Ropiha whose son is Riwai.

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DEED OF SETTLEMENT

1: BACKGROUND

- **Wakaahurangi that is Matarakau:** the post of that place was passed down to Te Hiwata, passed down to Rua Hone Waiti.
- **Taupeka: Tapuika:** that was the post of that place, passed down to Rangimatau, passed down to Tarakohe, passed down to Ngaria passed down to Riwai.
- **Mongoturuako:** Paehakura was the post of that place, passed down to Wangaroa, passed down to Nunuku passed down to Panā and Kurapa, his was Ani, hers are Wehui and Nunuku
- **Te Rangapehe** which belonged to Rangihoko Maru, passed down to Puhi, passed down to Rangitapua.

- 1.28 The older brother, Rongomaiwhenua, stayed on the Island and the younger brother Rongomaitere is believed to have sailed on to Aote or Aotea (thought to be a reference to Aotearoa), providing sailing directions for later waka to follow.

Kāhu's Time

- 1.29 The navigator, Kāhu, came on the waka Ōtane when Kahuti (line 84 in Tamahiwaki's hokopapa) and Te Akaroroa were in occupation at Rātā; when Maripane was at Mātārākau; when Tamakautara was at Te Awapātiki; when Karangatai and Karangatua were at Whāngaroa; and when Tāpēnēkē and Tapōni were at Waiteki (Waitangi). This was 26 generations after Rongomaiwhenua and Rongomaitere arrived.
- 1.30 Some accounts say Kāhu arrived first on the south coast at Tuku and made his way by foot around Ouenga to Te Awapātiki; other accounts say he arrived first at Rātā in the north west part of the main island.
- 1.31 Kāhu found the Islands not to his liking, pronouncing it whenua rei (a wet land). He tried to plant crops, placing aruhe (Ta aka a Kāhu) at Rātā and kumara at Waiteki but they failed to thrive and he left and returned to Aotea and Hawaiki. Some of Kahu's people may have remained behind and inter-married with the Rongomaiwhenua people but all Moriori today descend from Rongomaiwhenua. Hence, in Moriori tradition, our tongihiki (older sibling) line comes through Rongomaiwhenua via eastern Polynesia and our muritae (younger sibling) lines come through Kāhu and the later waka that arrived. These later waka included the Rangimata, Rangihoua and the Ōropuke, which arrived some 70 generations after Kāhu.
- 1.32 His karakii, Kāhu's tides, calls for fair weather for his return. The knowledge of this voyage by Moriori elders indicates an awareness of a tradition of voyaging to the island and back again to Hawaiki. Navigators like Kāhu would have taken knowledge of Rēkohu back home as a sea map for those who followed.

Ko tai miti; ko tai wano

Miti tai ki Aote

Whano tai ki Hawaiki

Paonga, e miti ka tai o Aotea

Paonga e miti ka tai o Aropawa

tis the ebbing tide; tis the departing tide

ebb, o tide, to Aotea

depart, o tide, to Hawaiki

Paonga lick up the tides of Aotea

Paonga lick up the tides of Aropawa

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1: BACKGROUND

<i>Paonga e miti Paonga e horo</i>	<i>Paonga lick up; Paonga devour</i>
<i>Hokorongō ki tai nei</i>	<i>Listen to this tide</i>
<i>Ka ki te tai o Pehanga-nei</i>	<i>the tide sounds at Pehanga-riki</i>
<i>Ka pa te tai ki Tauwaehoro</i>	<i>the tides beats on Tauwaehoro</i>
<i>Ko tai mitikia e Kahu</i>	<i>tis the tide swallowed up by Kahu</i>
<i>Ooi ko tai rere ki Hawaiki</i>	<i>ooi! Tis the tide which flows to Hawaiki</i>

The Settlement of Rangihauate

- 1.33 Moriori traditions concerning the arrival and occupation on Rangihauate are less well understood than the arrival traditions for Rēkohu. Our traditions state that two main tribes occupied Rangihauate (Makao and Mātangā). The rapid removal of Moriori from Rangihauate in 1836 and their subsequent deaths or re-settlement on Rēkohu has resulted in a fading of the origin stories specific to this island.
- 1.34 It is believed by Moriori that Rangihauate was one of the earliest places to have been settled by the ancestors and this is supported by the large number of miheke (taonga) that have been found there over the past 200 years and the large number of kōmi tchakat' (ancestral human remains) that are located there.
- 1.35 One oral tradition tells the story of original settlement on Rangihauate. It is said the first ancestors of Moriori on Rangihauate referred to themselves as Tuiti and lived on the high hilly places of the island where they worshipped the first rays of morning sun. It is said that one day a young man wandered down to the sea-shore amongst the birds gathered on the rocks and fell into conversation with a large sea-eagle. The eagle complained that he could no longer soar high above the water due to a spell cast by the Tuiti people. The young man said that Tuiti people harmed no-one and ate only fruit, so the eagle must have banished himself from the clouds. The eagle replied that in the great land to the north-west (ie Rēkohu) the forests were full of birds, lakes and fruits of every colour.
- 1.36 The young man was tempted by this vision and asked to be shown the path across the water. The eagle said he would give him wings to fly there provided that the young man took the eagle to the top of the mountain, which he did. All night long the air was full of the cries of birds being hunted by the eagle and in the morning the calls of the mako (korimako) and tui were heard no more. The deaths of the birds caused great alarm amongst the Tuiti and the conscience-stricken youth confessed. In his remorse he returned to the sea-shore and spoke again with the eagle, who taught him how to construct a canoe in the likeness of a sledge woven with vines and creeping plants and with its hull filled with buoyant kelp. He launched his waka and with his family and crossed the sea to Rēkohu, finding just as the eagle said, a land without people but filled with birds and sparkling lakes. Full of joy he returned to Rangihauate and brought more of his people back to settle Rēkohu.

Pillar 4 - HOKORONG' TIRING'

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DEED OF SETTLEMENT

1: BACKGROUND

The later waka on Rēkohu

- 1.37 At this time Ko Matangai Ao ends and the Hokorong' Tiring' (the time of listening) commences. This period starts at the time of the arrival of the later waka, Rangimata and Rangihoua and then, one generation later, the Ōrupuke.
- 1.38 Our traditions say that the waka left their home after a time of conflict and the troubles of Manaia, the killing of Rakei, the burning of Ta Uru o Monono, and the last of the conflicts when Tumoana's son, Tama-te-kohuruhuru, of the Wheteina people, killed his wife, Papa (daughter of Horopapa who was uncle to Tumoana) of the Rauru people. Her death led to further conflict and bitter extended fighting during which the two waka Rangimata and Rangihoua were being built. At the height of the conflict the waka departed and it is said that Rangihoua was still not finished and therefore ill-prepared. They were originally accompanied by two other waka, Pouariki and Poreitua, but nothing further is known about them.
- 1.39 After umere (chants) were recited during the burning of the chips left from the making of Rangimata karakii or kenewaka (recitation of crew and cargo) that named all the crew were recited as the dawn (ka pē tch atā o Heia) broke and the canoes moved out to sea.
- 1.40 The waka arrived on Rēkohu at the time of Rongo (July) and on arrival the two brothers Maruroa and Kauanga asked of the Rongomaiwhenua people "what are those things you are killing?" They replied they are pūhina (seals) – "the skins are our clothing" and then in reference to the scantily clad new-comers "your clothing is chilly and cold".
- 1.41 Wherever they landed they were met by the first occupants - the Rongomaiwhenua people. When Rongopapa (of Rongomaiwhenua) greeted the crew of Rangimata "wari ko tere" (who are you) they answered "Maruroa and Kauenga". They then queried Rongopapa as to who were the people of this land ("wari ki hunua?"). Rongopapa replied, giving his name.
- 1.42 Moriori elders explained that they once knew all the Karakii and chants that listed all the crew of both waka (said to be 80 people in each).
- 1.43 The captain of the Rangihoua was Te Rakirō, who is said to have drowned on arrival along with his tohuk' (tohunga/knowledge holder), Honēkē, who died after drinking water without removing his tchap' (tapu/sacredness) first. Some members of the crew survived however, including Tūnanga, Taupō and Tarere.
- 1.44 Rangimata was captained by Mihiti who came with his wife Kimi and their sons Mawake, Tama te Kahia and Mawete (along with his wife Wairaka). Other crew of Rangimata were Nunuku; Pēhē; Mihi torō; Tarewa and his wife Tokoraro and son, Kahuitia; Hapa, Kākatai, Tchu-te-ngarā; Mātārangi and the two brothers Maruroa and Kauanga. These latter two were said to have prepared for the voyage by going to Hukurangi and the places Tahīrī, Itēa and Momōrī and obtained the navigation course to Rēkohu.

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1: BACKGROUND

- 1.45 The Rangimata canoe brought the kōpi that they referred to originally as Wairarapa (karaka tree), which was planted all over Rēkohu and Rangihau as an important source of carbohydrate in the early Moriori diet. They also brought kumara but as with Kāhu the crops did not survive.
- 1.46 Some accounts have both waka arriving at Kāingaroa where Rangihoua was wrecked. Rangimata is said to have then travelled to Ōkawa (though some accounts say they were at Mairangi first) where Ūtangaroa lived and then to Te Awapātiki where the waka broached the opening causing the waters of the lagoon to spill out and consequently capsizing the canoe. At the opening of the lagoon they were met by the Kau Te Hamata people, thought to be the tribal name of the Rongomaiwhenua peoples– protectors of the sacred pou, Heauoro, who directed the Rangimata to camp just north of the pou at Poretū. The island in Te Whanga, Rangimata is shaped like a canoe and so named in reference to the crew who died.
- 1.47 The Rangimata people were said to have brought a sacred plant, the arapuhi, which grew with 12 branches that represented the Moriori calendar of 12 months within 12 years. The arapuhi was planted and cared for at Hakepa on the main island (near Hawaruwaru or Red Bluffs).
- 1.48 Descriptions of the tree (now extinct) and the names of the years were given as follows:
- (a) Hitanuku or Poapoarangi
 - (b) Hitarangi or Nukutaotao
 - (c) Hitara or Nukutaurua
 - (d) Hitikaurereka or Meretaura
 - (e) Hitikaupepe or Putchihāpā
 - (f) Towhango-poroporo or Morero
 - (g) Towhanga-rei or Merekohai
 - (h) Muruwhenua or Muruwhenū
 - (i) Murutau or Murutōake
 - (j) Murukoroki or Muruanguina
 - (k) Muruanguina or Wairapa
 - (l) Putihāpā or Mana-aotea

Ōropuke Waka

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1: BACKGROUND

- 1.49 The Ōropuke canoe, captained by Moe (grandson of Horopapa and son of Hopu of the Rauru people) arrived about one generation after the Rangimata and Rangihoua migration and it is at this time in the genealogy that fighting and cannibalism broke out among the people. Moe is said to have left his homeland carrying a grudge. On arriving on Rēkohu he was met by the Rangimata people who recognised him and his father Hopu. Our traditions affirm that peace had already been well established on the islands but Moe's arrival stirred up unresolved conflicts and the killings resumed after Henga-Mei-tewhiti was killed by Moe's people. The oral traditions state that Moe's grandfather cautioned him before leaving about the need to cease killings and live peacefully but these instructions were obviously ignored by Moe.
- 1.50 The ancestor Toi also arrived with Moe on the Orupuke and is said to have settled on Rangihauite whilst Moe and others occupied Rēkohu alongside the descendants of Rongomaiwhenua. Toi died at Motoki on the south side of Hakepa at a place called Ka-Hinu-o-Toi – a reference to the red colour of the pāua and stones on this coast. Toi's daughter, Tarakoko, is referred to in a proverb used when the Awainanga River is in flood – a phenomena known as Ta Ūpoko o Tarakoko

Pillar 5 - NUNUKU-WHENUA AND THE TŌHINGA

- 1.51 According to Moriori traditions, the abandonment of warfare and killing is an ancient covenant that has been handed down from the earliest Moriori ancestors to have settled on Rēkohu and Rangihauite. Our karāpuna tell us that that the covenant was reaffirmed and passed from one generation to the next. It was passed down to Mu and Wheke, and from them and their descendants down to Rongomaiwhenua, and from him to his descendants Nunuku, Tapata and Torea. You may continue to fight; but the meaning of his words was, do not kill.
- 1.52 Finally, sickened by the fighting and killing he had witnessed, the legendary tohuk'(spiritual leader) Nunuku Whenua, came among the warring tribes (Rauru and Wheteina), to which he was closely related on both sides and decreed that fighting should cease.
- 1.53 Nunuku cried out to the warring factions: "ko ro patu ko re kei tangata me tapu toake" - cease your fighting and lay down your weapons; from this day forward forget the taste of human flesh. Are you fish who eat their own young? Nunuku continued: You may continue to fight with wooden staffs the thickness of my two thumbs but upon first blood being drawn fighting must cease.
- 1.54 He decreed that from that day forward the people were to live in peace and share the bounty the land and seas had to offer. There was enough for all on these islands and it was only man's greed and hunger for revenge that had caused the troubles among the people. Nunuku spoke his curse – "the day you disobey, may your bowels rot." Shaken by the sudden spirit-like apparition among them of the old tohuk, and mesmerised by his words, the warring factions obeyed his injunction. This became the custom law that the descendants of Rongomaiwhenua, later to become known as 'Moriori', observed for the next 500 years until that peace was shattered by the arrival of outsiders from 1791

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1: BACKGROUND

onwards. Moriori as a people have continued to honour that covenant to this day despite the greatest of provocations.

The Tōhinga

- 1.55 By forbidding the taking of human life and placing weapons of war upon the Tūahu (the sacred altar), Moriori entered into a tōhinga (covenant) with our gods. From that time forward, power over life and death was removed from the hands of man and placed into the hands of the gods. Fighting became ritualised and upon the first blood being drawn fighting was to cease.
- 1.56 Tradition further informs us that the knowledge of the peace covenant was passed from father to son during a tōhinga, or right of passage, for young men. The old weapons which had been placed on the Tūahu were removed and handed to the child by his father. An explanation was then given to the child that the weapons were once used for fighting and could kill another human being. By replacing the weapon back on the Tūahu, the child was symbolically renewing the covenant for the next generation and completing the tōhinga ceremony, thereby promising never to take a human life. This ceremony was performed at the opening of Kōpinga Marae in 2005 involving all the tchimirik' (children) present and our rangata mātua (elders), including Wilford Davis, himself a descendant of Nunuku.
- 1.57 The landscapes of Te Whānga are constant physical reminders of the time before the peace-making of Nunuku. Certain limestone outcrops, scattered across it from Motutapu to Kahupiri, were said to represent the warring chiefs who long, long ago, had been separated by the pacifist forebear Nunuku. From the point at Moutapu (another site of old carvings), a limestone ridge in Te Whanga lagoon provides a ford at low water to Kahupiri, on the east side. This ford was the site of the pitched hand-to-hand battle between closely interrelated northern and southern tribes that the ancestor Nunuku halted with his total prohibition on inter-tribal fighting and killing.

The Law of Peace

- 1.58 The Waitangi Tribunal recognised the importance of the Moriori tradition of peace and noted that any action to promote Moriori culture would 'be of long-term benefit to the country'.
- 1.59 The practice of peace, especially in times of provocation and conflict, requires a strong commitment to principle. Moriori, demonstrated such a commitment in taking a conscious stand for peace in response to the invasion of our island home by two Māori tribes in 1835. Moriori do not consider ourselves a "conquered people" as some may suggest because we upheld our own tikane and maintained our ahī kā on our ancestral homelands. Our karāpuna had, collectively as a people, upheld the covenant they made with our gods to never again take a human life by violent means. In doing so they held onto our mana and manawa as the waina pono of Rēkohu.

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1: BACKGROUND

- 1.60 This commitment to peace is therefore at the center of Moriori culture and our modern-day renaissance. Over the last two hundred years, Moriori have had to contend with colonisation, invasion, slaughter, slavery, oppression, suppression of identity, myth making and political manipulation. In spite of these traumas and injustices we have survived to tell our story. This is the background against which we have, over the past few years, been negotiating a settlement of our historical Treaty claims with the Crown
- 1.61 Today, Moriori express our values and philosophy at Kōpinga Marae, built as a monument to the legacy bequeathed to us by our ancestors as well as a place for gatherings of people from Rēkohu, Aotearoa/New Zealand and all over the world. In 2009, we hosted the World March for Peace and Non-Violence opening ceremony and blessing and have been instrumental in the establishment of the National Centre for Peace and Conflict Studies at the University of Otago in 2009. In 2011 Moriori held the inaugural Congress for 'Peace, Sustainability and Respect for the Sacred' at Kōpinga; one of the outcomes of which was the Me Rongo Declaration and instrument subsequently presented to the United Nations Indigenous Forum in 2012.
- 1.62 Moriori also aspire to teach our own and other indigenous peace-making traditions on Rēkohu in the years to come as part of a tertiary level qualification.

Pillar 6 - TATAKITANGA – MORIORI ADAPATION AND INNOVATION

- 1.63 For a period of time there had been interaction between the early settlers of Rēkohu and Aotearoa but by about 600 years ago contact between the two Islands had ceased. It was during this time that Ka Uri o Rongomaiwhenua (the descendants of Rongomaiwhenua) developed a unique culture utilising the resources available on our new island home and evolved into the people and culture now known as Moriori. The plentiful supply of kaimoana, shellfish, sea birds, seals and the occasional stranding of whales provided plenty of protein with fern root and kōpi berries and nuts supplementing carbohydrate to the high marine protein diet.

Rākau Momori

- 1.64 Rākau momori (or memorial trees) is a modern Moriori term for engravings on living trees – unique to Moriori and unique to our islands. The engraving of living kōpi trees was a culturally significant activity for the ancestors of Moriori. Once most of the two main islands had extensive groves of kōpi forests all associated with occupation places with thousands of rākau momori or engravings on the bark of the living trees. Today as a result of land modification and stock/wind damage most of these trees and forests have disappeared from the landscape. The groves are sacred to Moriori and of international heritage significance. Most of the engravings were of the portrait style depicting ancestors who had passed away, others show scenes of the natural life of the island – sea-life, birds and plants. Moriori believe that by engraving an image onto the bark the spirit of the departed would be infused into the tree, a kind of portal to the spiritual homeland. Moriori, through Hokotehi and the Moriori Imi Settlement Trust, today are working towards re-igniting the art of rākau momori and have dedicated a teaching grove on Hokotehi land for this purpose.

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- 1.65 Today, Hokotehi is using technological expertise to help save the remaining kōpi groves on the east coast of the island with the construction of over 500 metres of 10 m high wind filters that serve to act as protective barriers from the harsh salt winds.

Kōpi Technology

- 1.66 The cooler climate of Rēkohu prevented the successful growing and harvest of typical Polynesian crops such as kumara, taro and yams. Kōpi processing became an essential component of the Moriori diet – providing a vital source of carbohydrate to balance a high marine protein diet. Our ancestors grew kōpi in managed groves, selecting trees for larger drupes and managing the groves as orchards by removing competing plants.

Waka Technology

- 1.67 Moriori adapted our fishing and boating technology in response to the high swell sea conditions around Rēkohu and to the availability of materials. With no locally grown hard woods repair of existing waka pahī or building of new waka was not possible. Harvesting albatross chicks (called 'hopo' by Moriori) on outer islands such as Rakitchu (Rangitutahi/The Sisters), Motchu Hara (Motu Hara/The Forty-Fours), Motchu Hop' (Motu Hope/Star Keys) and Tcharok' (Tarakoikoi/The Pyramid) required the development of unique waka technology that minimised risk of capsizing. Wash-through waka that were buoyant and sea-worthy, and that could carry heavy loads were developed. The wash-through technology used the sea water as natural ballast making the larger waka practically unsinkable. The smaller waka korari were suitable for one or two people, whereas the larger waka could hold a crew of 12 or more. The smaller waka were paddled but the larger ones were rowed and both had steeply rising bows to cut through the waves. Their unique design and buoyancy meant the waka could be manoeuvred close to sheer rocky cliffs of the outer islands on birding expeditions. The hunters could then stand on the side of the waka to begin their ascent of the 50-100 metre rock face without fear of capsizing the canoe. These dangerous expeditions were also an important rite of passage for many young men entering adulthood.

Pillar 7 - A VERY T'CHAP (TAPU) PEOPLE

- 1.68 Moriori had (and continue to believe in) an elaborate system of spiritual beliefs and practices that established our place in the world in relation to our environment and with each other. In all our living spaces we knew every landmark and tree and the gods who lived in them and protected them. All human interactions with the natural world that involved the taking or using a resource was covered with rituals and karakii causing some later observers to remark that there seemed to be more gods than people. The complex relationships between Moriori and our etchu defined an approach to living on the islands as being characterised by reverence and respect. Caring for an island population of at least 2500 people necessitated sharing of resources around the islands along with a long-term approach to making sure resources were used sustainability.
- 1.69 Gathering of all food was governed by complex rituals and karakii. Some species, such as hopo (albatross) and tuna (eels) were of such significance and value that they had

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extensive Karakii for every part of gathering the kai. Hopo (albatross) chicks were of special significance to Moriori both as a source of kai and spiritual nourishment. The bones were used for making tools and flutes and feathers worn in the hair and men's beards as a symbol of peace. Trips to the outer islands were embraced by karakii – from the preparation to the journey and return.

- 1.70 Birding and fishing expeditions also employed karakii for allaying winds and heavy seas and karakii calling on the shark gods, supremely sacred to Moriori. One of the sons of the wind god Tahiri Mangatē, Whai Tokorau, had an incantation directed directly to him – Ko ro Kete a T'Whai Tokorau, which was chanted after the recitation of Ko Ro Toki a Heau-Mapuna. The idea behind this sequence was to call the swaying wind of Heau-Mapuna into the kete of Whai Tokorau to contain the squalls. Finally, to bring the calm conditions came the chant: Ta Umu a Huirangi.
- 1.71 All aspects of eeling were controlled by different karakii – for making the traps, setting them and urging the eels within. The main eeling etchu was Rongomaitauira and harvest times were in tune with planet and constellation movements and seasons. Once caught, eels heads were cut off and placed before a tūwhata, in some cases a stone but ordinarily a lump of pumice carved with a face or human form. The first fish caught were always kept and placed on the tūahu as an offering to Pou, and so with. Whilst out fishing or gathering food people were also tchap and prevented from eating away from the home. When food was brought back to living places taumaha (thanksgiving) and karakii were offered up so that all could eat. There were also rules for what food could be eaten outside the house and what food inside.

Pillar 8 - TCHIEKITANGA

Rituals of Encounter

- 1.72 Moriori relationships with each other and with the land and sea-scapes of our islands are exemplified in rituals of encounter and values systems that acknowledge the people as belonging to the land and sea. When groups of Moriori met rituals always commenced with recitation of hokopapa, linking people through common threads of genealogy. Rituals of encounter were many and varied but all started in this same manner with no thought or concept of 'stranger'. One such ritual included the placing of a leading person's cloak around the shoulders of a leader in the visiting party – an unusual variation from most Polynesian encounter rituals – where physical contact between groups would not normally occur until after the concluding harirū or hongī but explicable due to the peace culture that had evolved on Rēkohu over many centuries.
- 1.73 Other rituals involved the placing of green leaves on a long staff and offering them towards the new-comers, something Moriori resolved to do after the 1791 encounter. The concept of manawareka or showing hospitality to visitors has always been and remains to this day a cornerstone of tikane Moriori.
- 1.74 Moriori have never relinquished customary title over the land and held onto it in accordance with tikane Moriori. Moriori had and continue to have 'take karāpuna/tūpuna'

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1: BACKGROUND

(ancestral claim) on Rēkohu and Rangihaute and associated Islands through many centuries of occupation and use of the land and sea. Today we share Rēkohu and Rangihaute with the many other peoples who have arrived at these shores and together we occupy and honour these lands.

Tchieki Henu (traditional guardians)

- 1.75 Moriori developed sustainable resource use practices in accordance with seasonal harvest and allowing for populations of animals and plants to recover through mechanisms such as rāhui. Until the early 1840s most of the island were covered in indigenous vegetation associated with peat lands and coastal broad-leaf forests.
- 1.76 When sealers arrived the Moriori practices allowing land to rest and recover were abandoned in favour of wholesale slaughter. Whereas the Moriori practice had been to kill only certain seals in any rookery and always removed the carcasses, European sealers killed indiscriminately and left flensed carcasses to rot around the rookeries, which drove the seals away. This had a catastrophic effect on Moriori diet and source of warm clothing. Sadly, the impact on the seals, so beautifully represented on rock carvings around the shores of Te Whanga, was a precursor to the impact on Moriori themselves.
- 1.77 In addition to having a catastrophic impact on the seals, the sealers and whalers also brought in rats, cats, dogs and pigs – all contributing to a significant impact on the local fauna.
- 1.78 Following closely behind the seal population decline came the clearance of large areas of land for potato growing, which soon reached commercial scale on Rēkohu. This in turn led to the easier conversion of potato grounds to pastoralism – the defining landscape of the island today.
- 1.79 As part of rebuilding our cultural capacity Hokotehi has been also focussing on a range of conservation projects on Rēkohu, with an aim to re-cloak our malnourished landscapes with more trees. Hokotehi has invested a huge amount of time and resources into scientific and conservation projects. These include fresh-water fisheries research and monitoring, forest conservation and regeneration projects, waste minimisation projects and developing partnership projects with a view to building a more sustainable economy. Moriori are doing this work in conjunction with local landowners and stakeholders with the active support of institutions based on mainland New Zealand including universities, museums, Crown agencies and private research and financial institutions. These joint efforts are designed to restore and renew the manawa or heart of the land.

Pillar 9 - HAKAPIRITANGA – MORIORI RESILIENCE

- 1.80 Moriori began seeking justice from the Crown in the late 1850s. They/We wrote letters and petitions seeking justice from the Crown in 1857, 1858 and 1862. In June-July 1862 the surviving elders gathered at the sacred lands at Te Awapātiki to discuss the nature of

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the second petition. They remembered the trauma of the 1835 invasion and aftermath graphically. The last Council held at that place was 27 years prior when Moriori gathered *en masse* to debate what response they would collectively make to the invasion of our Island home. The decision was made after much debate over three days to not resist the invaders with violence but to instead to offer to share the land and resources with the new comers. They were subsequently slaughtered like animals. It is difficult to conceive how heart rending the recounting of the events after November 1835 would have been for them, but it is obvious that their determination to seek justice and honour the ancestors' legacy of peace was powerfully motivating. The Ouenga leader, Torea Takarehe, who was a signatory to the petition was also a key figure in the 1835 Council.

- 1.81 Hirawanu Tapu, who had been about 11 years old, in 1835 was the scribe for the petition. He later became a major source of information on Moriori traditions and language. Tapu was also a visionary of sorts. He continued to share oral traditions, possibly knowing it was the main way for them to be preserved after what had happened to his people. He also tried to unite remaining Moriori to help re-build his people. He attempted to marry off surviving Moriori, bringing Kiti Karaka from Ruapuke to marry Riwai Te Ropiha, trying (unsuccessfully) to match-make Tame Horomona with Ngaria Riwai and to bring his own beloved Rohana back to Rēkohu after her enslavement on the Auckland Islands.

Pillar 10 - HOKOPANOPANO - RECOGNITION, REVITALISATION AND REVIVAL

- 1.82 One of the many challenges faced by Moriori today is helping people to reconnect to their Moriori hokopapa. Through no fault of their own, many present-day descendants have lost their connection back to Moriori. As a consequence, those ancestors made a conscious decision to hide their identity from public view because of the stigma in being known as Moriori or simply wanted to put that tragic past behind them. They saw no future in it for either them or their tchimirik' (children).
- 1.83 Whilst some undoubtedly hid their identity, enough information was privately passed down from one generation to the next about their true Moriori identity and today many of those descendants are stepping forward to reclaim what is their birth right – their Moriori ancestry and identity. But, because many have grown up as Māori (through inter-marriage), some find it a challenge to their Māori identity to be also known as Moriori. Most, however, are happy to reconnect and acknowledge their Moriori side. Now that the myths about Moriori are being exposed to the light of day people can see that the stance that Moriori took for peace took great courage and commitment to principle. Never mistake peace for weakness.

Waitangi Tribunal Claims Process, Report and Main Findings

- 1.84 In 1988, a claim was filed and registered in the Waitangi Tribunal (Wai 64) in February 1988, on behalf of all Moriori in relation to lands and fisheries and seeking redress against the Crown for breaches of the principles of the Treaty of Waitangi. The traditional evidence heard from Moriori witnesses told a sad and harrowing story of how their

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identity as Moriori descendants growing up in New Zealand had been actively denied within the education system and how many had been ridiculed for stating in class that they were Moriori. When the Tribunal visited Rēkohu in May 1994 to hear evidence, Moriori welcomed them to our Islands at Te Awapātiki, the sacred meeting place of the ancestors on the eastern seaboard of the main Island, where the lagoon opens to the sea. As part of this hokomaurahiri (welcome), Moriori elder, Wilford Davis, presented the Chairman of the Waitangi Tribunal a flax kete containing a copy of the 1862 Moriori Petition to Governor, Sir George Grey, as a statement that the claim that Moriori were presenting to the Tribunal was a continuation of the plea for recognition and justice that our Karāpuna had made to the Crown 122 years earlier – our ancestral claim.

- 1.85 This hokomaurahiri (welcome) ceremony at Te Awapātiki turned out to have much greater significance for Moriori than was known at that time. As noted in the Rēkohu Report, the Tūhoe kaumatua advising the Tribunal on matters of tikane (tikanga), noted the significance of the formal welcome being held at Te Awapātiki as a signifier that Moriori had a real living, breathing and functioning culture (albeit, with greatly diminished capacity) and exhibited all the hallmarks of tangata whenua by the way we conducted ourselves in hosting and caring for our maurahiri (visitors). This was important for the Tribunal as it had been claimed leading up to the hearings that Moriori had no standing under the Treaty of Waitangi, as we were not Māori, and that our claims were simply “gold digging”. A legal challenge had also been filed in the High Court in Wellington by a Māori tribe to stop the Waitangi Tribunal inquiring into the Moriori claim. This case was dismissed with the High Court judge stating that it was a matter for the Waitangi Tribunal to determine as to whether Moriori had standing to bring a claim.
- 1.86 The claims hearing process was very important for Moriori people as it provided, for the first time in just over 200 years, a forum in which our people could tell their own stories rather than have them told for us by outsiders with mostly ulterior motives. Sadly, most of the rangata mātua who were with us during that time have gone to join their ancestors, but we remember them with fondness, respect and iaroaha (aroha/love).

[Insert farewell in ta rē Moriori]

[Insert photo of Tribunal hearing]

- 1.87 The Moriori claims put to the Tribunal were affirmed as being well-founded. With regard to the Moriori experience of slavery the Tribunal considered that by not acting when action was entirely feasible the Crown committed a serious breach of its Treaty obligations. The Tribunal considered that the Crown should have secured for them at least half of the land, not the 3 percent awarded by the NLC, and that such an outcome was feasible. Through its finding the Tribunal intimately recognised the traditions, experiences and grievance of Moriori. In particular, we note the Tribunal's conclusion that “*adopting a customary approach, we would say that Moriori are tangata whenua of Rēkohu beyond all doubt, and may be described as ‘tangata whenua tuturu ake (the true tangata whenua)’*”.

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Re-igniting Cultural Identity

- 1.88 Since 1980 Moriori have been working to rebuild identity and culture through a suite of initiatives and events. These developments have all been initiated by Moriori. They have been pursued in response to some serious challenges that Moriori have faced and continue to face as an imi following the loss of liberty, life, land, language and cultural identity since 1835. What has been achieved over the past 40 years is testament to our resilience as a people and determination to reclaim our rightful place in the history of Rēkohu and New Zealand. We acknowledge here the support and positive collaboration we have enjoyed from individuals, institutions and collectives on mainland New Zealand both Māori and Pākehā alike. This has given us the confidence and encouragement to continue with our quest to honour our karāpuna's legacy of striving and hope for a better, sustainable and more peaceful way of living as a society based on a remote Island.
- 1.89 In 1980, the television documentary 'Moriori' was screened in New Zealand which portrayed two Moriori descendants, Margaret Hamilton and Charles Solomon, undertaking a voyage of discovering their Moriori roots on Rēkohu. In 1984 descendants of Tame Horomona Rehe (Tommy Solomon) set up a charitable trust to raise funds to erect a statue of Tommy Solomon at Manukau, Rēkohu as a tribute for all Moriori people. The statue, created by Marinus Van Kooten, was unveiled in 1986 at Manukau by the then Prime Minister Rt. Honourable David Lange and remains one of the most visited and treasured sites on the island.
- 1.90 Shortly after the statue unveiling members of the Solomon family approached historian Michael King about writing a social history of Moriori. King attended the unveiling of the statue on Rēkohu and spoke with both Moriori and Māori elders alike who agreed that he should write the book to tell the true story of the Moriori peoples. *Moriori: A People Rediscovered* was first published in 1989 and launched by the then Governor-General, Sir Paul Reeves, who stated "*in spite of all that has happened to them, the mana of the Moriori is still intact*". Shortly after the book was launched some papers belonging to a Moriori ancestor, Bill Davis, were found, which had been sitting in the attic of his son, Wilford Davis, for 50 years. This led to a reprint of King's book. The papers contained hokopapa, rongō, information on Moriori tribal boundaries, navigation instructions, letters to the New Zealand government – some still smelling of peat and tobacco - all a valuable collection of enduring messages Moriori had left for their descendants.
- 1.91 In 1987, Moriori descendants established a committee called the Rēkohu Claims Committee to research claims into the fisheries resources around the Islands. This ensured the Moriori voice was heard in the fisheries negotiations that had started in the mid-1980s in response to the introduction of the individual transferral quota or ITQ system for commercial sea fisheries in New Zealand. These negotiations resulted in an agreement that the Crown would immediately transfer 10% of all quota to Māori tribes and culminated in the Māori Fisheries Settlement 1992, known as the 'Sealords Deal', in September 1992. The Settlement recognised that for the purposes of the settlement, references to Māori in the deed "included Moriori." Moriori did not sign the Settlement because we did not agree with the extinguishment of our customary fishing rights contained in the Deed. However, we were included in its terms in any event.

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- 1.92 In 1990, Moriori, as part of the National sesquicentennial celebrations, built a 45 foot traditional Moriori waka pahī and took it to Waitangi to participate in the waka festival that took place there in February 1990. The waka project was a collaborative effort between Moriori and people from the Mahia, Napier and an elder, the late Tim Te Maiharoa, from Moeraki in Te Waipounamu who had revived the ancient art of making waka mokihī that used similar lashing techniques to waka pahī.
- 1.93 During the early 1990s Moriori were elected as a member of the National Māori Congress, achieving recognition as a distinct tribal entity of Aotearoa New Zealand/Rēkohu and were negotiating successfully for quota from the Māori Fisheries Commission. They were party to a case heard before the Privy Council in London in 1996 regarding a contest over the allocation of fishing quota among tribes and urban based Māori. In these years ta re Moriori, rongo Moriori and cultural practices for rituals of welcome and ceremony were also being revived and Moriori are most grateful to Whiu Wharemate from a North Island Iwi for the gift of many new Moriori rongo (waiata) that she wrote and put music to for Moriori during this period.
- 1.94 Although not yet recognised as an official language of New Zealand, our language (rē Moriori) is being revised through implementation of an active language plan that aspires to develop fluent speakers and regular use at the marae and in our homes.
- 1.95 In 1997, Te Iwi Moriori Trust secured an initial grant from Lotteries NZ to begin work on building their Marae on Rēkohu. The Lottery grant was for \$400,000 and the balance of the building costs were paid for Moriori themselves. Kōpinga Marae (meaning "kōpi groves" where Moriori often held important hui), was formally opened in January 2005 by the Prime Minister Rt. Honourable Helen Clarke and was attended by the Māori Queen, Dame Te Atāirangikāhu and other significant Māori leaders as well as other Moriori and Māori dignitaries from all over Aotearoa New Zealand. It was one of the greatest occasions for Moriori and for the Chatham Islands that had been witnessed on the Islands in modern times. Over 1000 people attended the opening event which almost doubled the Island population.
- 1.96 In 1998, New Zealand's National Museum (Te Papa Tongarewa) opened, featuring a permanent exhibition on Moriori and remains the only permanent imi exhibition in the museum. The exhibition concept and design was undertaken by Moriori in an effort to tell our stories, from our perspective. It focused on cultural materials and traditions such as boat building, house construction and tool making. We decided that what had happened to us did not define who we were as a people and that we should tell our story our way.
- 1.97 Hokotehi Moriori Trust (HMT) was formed in 2001 to represent all Moriori and in 2003 HMT borrowed money to purchase Kāingaroa Station, a 4,500-hectare sheep and cattle farm that had been in the ownership of the Barker Family for 110 years. The land has great cultural and spiritual significance to Moriori, containing as it does some of the last surviving stands of rākau momori. In 2007 HMT borrowed more finance and purchased Henga Lodge and Farm which includes a 450-hectare property with an accommodation lodge and restaurant. HMT also purchased a block of conservation land on Rangihau

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in 2016 that is currently under a conservation covenant with the Department of Conservation.

- 1.98 In 2008 a Moriori Identity Trust (Te Keke Tura Moriori) was launched. This special fund provides a means by which we can re-ignite our cultural practices, such as engraving living trees, weaving, rongo and so on. The following year a large exhibition opened at Pātaka in Porirua showcasing Moriori history and also contemporary stories from members living on the island and in the New Zealand mainland. The exhibition later travelled to Otago and Canterbury Museums and proved to be a major influence in debunking some of the persistent myths that continued to surround Moriori culture and migration traditions.
- 1.99 In 2010 the Ministry of Education developed a special set of School Journals with stories and articles by Moriori and other experts. These have also been a helpful instrument for disseminating authentic aspects of our history.
- 1.100 Today HMT employs staff on the island in all our cultural and business areas and invests back into the local Island economy. The jewel in the Moriori Crown is Kōpinga Marae [Insert photo] that hosts Moriori hui, local Island events, local and NZ school groups, visitor groups from New Zealand and overseas, various wānanga and local celebrations. Our karāpuna occupy the centre pou, 'Ka Pou a Rangitokona' at the centre of the main wharenuī called 'Hokomenetai' (meaning to be "gathered together in peace"). HMT has a growing list of registered members and continues to carry out research into Moriori hokopapa in order to assist members with research into their history and identity.
- 1.101 We are planning future developments at Kōpinga and on the island that are intended to bring more of our people home and provide additional opportunities for those already here. Creating a museum, pāpākāinga, and a memorial to the 550 or more ancestors shortly to be repatriated are just some of the initiatives that will take place.
- 1.102 Notwithstanding the tragic past and oppressive environment that Moriori have had to operate in for many decades, we are proud as a people that by honouring our ancestor's legacy of peace and values such as sharing, inclusivity, kindness and commitment to high standards of human behaviour, we have been able to overcome impossible odds and emerge once again into the misty sunlight of Rēkohu. This is a testament as much to the vision of our Karāpuna as it has been to the resilience and determination of their mokopū (grandchildren) to right the historical wrongs of the past.
- 1.103 This settlement with the Crown is another step towards Moriori rebuilding our economic, social and cultural capacity and to put that chapter of our history behind us.

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- 2.1 The Crown's acknowledgement and apology to Moriori in part 3 are based on this historical account.
- 2.2 Moriori karāpuna (ancestors) were the waina-pono (original inhabitants) of Rēkohu, Rangihaute, Hokoreoreo (South East Island), and other nearby islands (making up the Chatham Islands). They arrived sometime between 1000 and 1400 CE and all Moriori hokopapa to (are descended from) the founding ancestor Rongomaiwhenua. Moriori lived undisturbed for many centuries until their first contact with Pākehā, in 1791. It was only after the arrival of Pākehā that 'Moriori' was used as the name of the first peoples of Rēkohu.
- 2.3 Moriori adapted to their environment, developing a way of life suited to their remote island home. They settled in kinship groups in coastal kāinga (villages) and around Te Whānga Moana, and developed a coastal hunting economy based on the harvesting of seals, inshore fish, seabirds, forest birds and plant foods such as kōpi and fern roots. Moriori actively planted and managed kōpi forests from which they harvested kōpi nuts as an essential source of carbohydrate. One of the first Europeans to set foot on the Chatham Islands noted:
- the trees we saw were but of small size, straight and free from Branches to near the tops, where they spread forth in great profusion, and whose foliage afforded a pleasant shade to the ground below, which was so free from all kinds of Bush or Underwood as might have led one to imagine that it had been clear'd by Art; this with the Trees growing so far apart render'd travelling amongst them not only easy but pleasant.*
- 2.4 The plentiful resources of the islands and an absence of outside threats allowed the development of an egalitarian society. There was little differentiation of rank, and warfare and killing was outlawed. According to Moriori tradition, a covenant of peace had been passed down from before the time of Rongomaiwhenua. Moriori abolished lethal combat between and within hapū soon after they arrived on the islands, at the injunction of the ancestor Nunuku-whenua. Traditional and historical evidence suggests that this rule of peace, known today as 'the law of Nunuku', was largely honoured by the Moriori people. Those Moriori known to have broken the covenant were ostracised.
- 2.5 In 1791 the British survey brig *HMS Chatham* was blown off course and landed at Kaingaroa Harbour on Rēkohu. The captain named the islands after the ship and hoisted the British flag and left a lead plaque as evidence of the British arrival at, and claim to, the islands. During a brief encounter with Moriori, the *Chatham* crew attempted to barter for food and water. A miscommunication over a fishing net led to a tense encounter in which one Moriori, Tamakaroro, was killed by musket fire.
- 2.6 Pākehā sealers arrived on the islands by the early 1800s, and whalers soon followed. By the 1830s, possibly earlier, seal rookeries of tens of thousands of seals had been

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virtually wiped out, depriving Moriori of their major source of winter clothing and a major source of food, detrimentally changing their environment and their way of life.

Historical Account

2.7 In late 1835, people of two Māori imi (tribes), whose traditional rohe was in Taranaki, left their settlements at Te Whanganui-a-Tara (Wellington) and travelled to Rēkohu on a British ship, the *Lord Rodney*, after hearing of the islands' attractiveness for settlement and believing Moriori would offer little resistance. They intended to take the land but their intentions were unknown to Moriori upon their arrival. The British Resident in New Zealand, James Busby, became aware of their actions, and in 1836 informed the responsible colonial authorities in New South Wales that 'it is to be feared that the result of this expedition will be the extermination or enslavement of the [Moriori]'. However, New South Wales authorities did not take action, nor was the situation investigated upon the assumption of Crown sovereignty over Rēkohu in 1842.

2.8 The arrival of Māori was initially peaceful, and the newcomers were welcomed and fed by Moriori in accordance with tikane Moriori (Moriori custom). The newcomers soon began to take the land in accordance with their custom. A few Moriori resisted but were killed. In early 1836 Moriori assembled at Te Awapātiki, where Te Whānga opens to the sea, to decide how to respond. Some wanted to resist the invaders, but the elders Torea and Tapata urged the people to obey Nunuku's law of peace, arguing that to violate it would be contrary to their ancient beliefs and customs. When Moriori returned to their villages they were immediately attacked, and many were killed. Māori accounts from the 1870s put the number of Moriori killed in 1835-36 at around 300, or about one-sixth of the population. Those Moriori who survived the invasion were then enslaved and subjected to harsh treatment and forced labour. This conduct was foreign to and totally at odds with tikane Moriori.

Crown Annexation of Rēkohu

2.9 In 1840 the Crown proclaimed sovereignty over New Zealand, but the proclamation's descriptions of latitude and longitude did not extend as far as Rēkohu. The following year the British Colonial Office discovered that the New Zealand Company claimed to have purchased Rēkohu from Māori and was trying to sell it to German interests. The Colonial Office advised the Company that the British Crown had a prior claim of discovery to the islands, and therefore 'no European State could be allowed to establish a Colony, or assert the right of Dominion there, without derogating from the prior claims of the British Crown'.

2.10 In early 1842, in the course of revising an error in the boundaries of the original proclamation of sovereignty, the Colonial Office expanded New Zealand's boundaries to include Rēkohu. The Permanent Under-Secretary considered that this would enable the government of New Zealand to do whatever might be necessary for 'the maintenance of peace order and good government' in the islands.

2.11 In 1842 Rēkohu and the surrounding islands were annexed to New Zealand, as the Chatham Islands. The Crown did not take any action to treat with or inform the islands'

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inhabitants of the annexation, or to directly inquire into the state of the islands' inhabitants. Nor did it appoint an official to Rēkohu until 1854.

The Chatham Islands at 1842

- 2.12 When the Crown assumed responsibility for the Chatham Islands in 1842, Moriori were still enslaved by Māori.
- 2.13 The nature of the enslavement of Moriori was described in 1841 by a naturalist who spent four weeks on the islands. In a report published in the Journal of the Royal Geographic Society in 1842, he wrote of the Moriori he had been in contact with:

their present state of degradation may be ascribed to the miseries which they suffer from the oppressive sway of the New Zealanders [Māori], and from want of sufficient nourishment. These unhappy islanders were in a far different state some years ago; but now they are reduced to the greatest misery: they are the labourers and porters of their masters who have no notion of anything like moderation in the labour they exact; so that ulcerated backs bent almost double, and emaciated, paralytic limbs with diseased lungs, are the ordinary lot of these ill-fated wretches, to whom death must be a blessing. This is no exaggeration. Almost all whom I saw were living in miserable huts in the open fields; their disposition is morose and taciturn, and it was with difficulty that I could gain their confidence; but, after I had succeeded in doing so, I found them not at all deficient in intellect, and naturally cheerful.

- 2.14 Moriori, referred to by their Māori captors as “paraiwhara” or “blackfellas”, were also forced to break tchap’ (tapu), and were subjected to violence and many offensive indignities. Māori conquests on mainland New Zealand often involved securing rights to land partly through intermarriage but Māori generally prohibited intermarriage with Moriori. Furthermore, Moriori were forbidden by Māori to marry or to have children.
- 2.15 By dividing communities, enforcing obedience through violence, and prohibiting intermarriage, slavery as practiced on the Chatham Islands had a traumatic effect on the people and created an environment in which ta rē Moriori (the Moriori language) ceased to function as a living language. One of the last speakers of ta rē Moriori, Hirawanu Tapu, died in 1900; at the time of the Māori invasion he had been a boy of 10 or 11 years old. In a note accompanying their 1862 petition to the Governor, Moriori brought the Crown’s attention to their language and its unique identity ‘Ko te reo tenei o nga Moriori ara o nga tangata o tenei motu o Rēkohu nei ko tona reo tipu ake’ (This is the voice of Moriori, that is, of the people of this island, of Rēkohu. It is their real language). The note was followed by a chant in ta rē Moriori, with a translation in te reo Māori. The rest of the document was largely in te reo Māori.
- 2.16 Te Tiriti o Waitangi/the Treaty of Waitangi gave the ‘Natives of New Zealand ... all the Rights and Privileges of British Subjects’. Slavery was gradually abolished in most British colonies from 1834 under the Slavery Abolition Act 1833. In mainland New Zealand, slavery was a legacy of inter-tribal warfare, which the first Governor was instructed to stop. Crown officials had a general policy of seeking gradual change to Māori society and appear to have tolerated the last remnants of slavery on the mainland,

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where the Māori customary practice had declined prior to 1840 as Māori came under the influence of missionaries.

- 2.17 Māori Anglican teachers had arrived on Rēkohu in 1841. The introduction of Christianity appears to have had a positive influence on the treatment of Moriori, with cannibalism and the widespread killing of Moriori ceasing soon after. Slavery and maltreatment of Moriori persisted however, and Moriori leaders recorded that many of their people died of kōngenge, or despair. In 1848, Bishop Selwyn visited the islands and recorded, in an account published the following year, that Moriori 'have been reduced to the condition of serfs, and are obliged to obey the orders of every little child of the invading race'. He concluded that a 'long residence on the island would be necessary to do away entirely with this evil'. Bishop Selwyn further discussed the situation on the Chatham Islands with Governor Grey in 1849.

Crown Presence and Slavery

- 2.18 The Crown established its first official presence on the Chatham Islands in August 1855 with the arrival of a Collector of Customs. The official's appointment was not discussed with Moriori or Māori before his arrival on the islands.
- 2.19 The Collector of Customs quickly became aware of the condition of Moriori. He was offered a Moriori slave soon after his arrival at Waitangi but declined the offer. In October 1855 he reported to the Colonial Secretary on the enslavement of Moriori. He wrote that he hoped that before he took any action in his official capacity, Bishop Selwyn might visit the island again and be able to prevail upon Māori to make a number of changes, including 'to modify still more the enslaved state of the primitive inhabitants, who are now debarred even from intermarrying, and if possible, to effect their entire freedom'.
- 2.20 In January 1856 the Collector of Customs was sworn in as Resident Magistrate of the Chatham Islands. At the same time, three Māori chiefs were appointed to customs-related positions, and four Māori chiefs were appointed as assessors of the Resident Magistrate Court. Within a month of his appointment, the new Resident Magistrate made the first of a series of requests for a European policeman to help assert his authority. The Crown's failure to provide such assistance limited the Resident Magistrate's effectiveness.
- 2.21 In December 1857, Pawa Ngamunanga Kahuki (also known as Timoti Tara) and other Moriori wrote to the Crown complaining that they were kept in a state of slavery by Māori.
- 2.22 The Under-Secretary of the Native Department received Ngamunanga's letter in March 1858 and responded immediately, stating that although the Governor would not be able to visit the island, he had seen their letter and instructed that it be investigated.
- 2.23 In April 1858, the Assistant Native Secretary requested a report from the Resident Magistrate of the Chatham Islands on the condition of Moriori and any suggestions for their amelioration. The Resident Magistrate received the request in June 1858. By this

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time he had already convened meetings at the settlements of Tupurangi, Waitangi, and Kaingaroa to seek agreement that Moriori should live in equality with Māori. Moriori attended at least two of these gatherings. In May 1858, the Resident Magistrate reported to the Native Secretary that the meetings had resulted in a pledge that:

their Māori Masters hitherto have from henceforward no claim or control over the aboriginals (the Moriori) in the shape of servitude. (We won't speak of slavery in a British colony) – But that Māori and Mioriori [sic] are to be, as I have told them the Queen's laws regard them both – on equally free terms now that they are all the Queen's subjects in common.

He also expressed the hope that the Native Secretary would visit the Chatham Islands to assist him.

- 2.24 Māori wrote to the Governor in May 1858, describing the Resident Magistrate's work and expressing their agreement to abide by the Queen's laws.
- 2.25 In June 1858 the Resident Magistrate responded to the Assistant Native Secretary's request for a report on Moriori and reported that he was receiving assurances from Māori that they were willing to emancipate Moriori and set aside reserves for them. As these assurances continued, he recommended that the Crown provide a surveyor to make such reserves. For their part, Moriori were seeking an equal share in the land.
- 2.26 In late 1858 the Resident Magistrate reported that Māori 'feel bound ... to abandon all pretensions to restrict the liberty of the Moriori any longer, and they have generally consented to let them go free from compulsory labour'. He added, however, that marriage amongst Moriori was still restricted. There is some evidence that isolated violence against Moriori continued, and that in some cases the Resident Magistrate was powerless to enforce the law.
- 2.27 In 1859 Moriori elders from Otonga wrote an account of the Moriori people to differentiate themselves and their traditions of Māori. It was addressed to George Grey, although he was no longer the Governor of New Zealand. Moriori today believe this was because their karāpuna saw in Grey someone who would listen to their claims. The document asked that Māori be expelled from the islands and the land returned to Moriori. No response to this letter has survived.
- 2.28 In 1861, a visiting customs official observed that Moriori were no longer beaten, could marry, and were able to cultivate on their own account. However, he also reported that Māori exercised a 'suspicious vigilance over their actions', and rarely let Moriori talk to him alone. The customs official reminded the Native Secretary that Moriori relied upon the Crown as their only hope, stating:

the miserable remnant of this ill-used people, I believe, cling most tenaciously to the belief that His Excellency's Government will ere long restore them to freedom, and to the possession of some portion of their land which was so cruelly wrested from them by their Māori conquerors.

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2.29 In March 1862, Moriori wrote to the Governor to request that they be included in any educational or health benefits provided by the Crown for Chatham Island Māori, and to ask again for a portion of land for themselves so as 'more effectively to establish their general freedom which the Māoris have been prevailed upon to vouchsafe'. The following month, the Resident Magistrate sent on the details that Moriori had agreed not to include in their letter because they considered it might 'provoke offence with the Māories'. He wrote that they 'grieve that they have not got a bit of land of their own, but are only on sufferance permitted to cultivate a portion', and added that this 'deadens their energies' as they

can only think of their unhappy condition, and can only hear the wailing spirits of their murdered Ancestors in the leafless Karaka trees on what was once their undisturbed grounds.

2.30 In July 1862, Moriori sent a 131-page petition to Governor Grey, detailing their plight. The document, written by Hirawanu Tapu, carried the signatures of 30 Moriori elders:

Taputehara Maitarawai (Hirawanu Tapu)	Pawa Ngamunanga Kahuki (Timoti Tara)	Ngamaia Tutara
Tame Tainui Tawarere	Teiwi Korekaha	Tiori Wauero
Tumutangi Whakakarau	Rangimariu Rangipa	Rongomai Akura
Teteira Rangipewa	Tunanga Terangitake	Horomona Rauri
Kutapu Teihi	Teika Rongomaipango	Rawiri Tamahoata
Kume Kahuwai	Taitupa Tehapa	Minarapa Tamahiwaka
Torea Takarehe	Pumipi Te Rangaranga	Horomona Makau
Takaupurangi	Eporaima	Tuwarurunga
Maikoua Mohewa	Tatana Kowao	Hone Waiti
Tara Rangimanawa	Tiemi Tamitikaha	Kirapu Rangikei

2.31 In addition to the signatures of these elders, the document listed the names of the hundreds who had been killed in the invasion, those who had died in slavery of kōngenge or other causes, and those who were still living at 1862. The names were marked with one cross for those who had died of despair or other causes and two crosses for those who had been killed and eaten: 'Kia mohio te titiro ki te tikanga o nga ingoa kua oti nei te tuhituhi ko nga ingoa kua oti nei te ripeka e rua ripeka ko nga tangata tena i patua i kainga' (*know by looking at this that those that have been crossed with two crosses are those who were killed and eaten*). By 1848 the Moriori population had reduced to less than 300 and by 1861 it had fallen to 160. The Moriori petitioners disputed Māori rights to the land, and claimed the protection of the Governor and English law to which they were entitled as subjects of the Crown. They declared that Māori were stealing the rights to their land, and that 'e mea ana te ture kia wakahokia te wenua i tangohia kuaretia i mua ki te tangata nona te wenua' (the law says that land taken unjustly (in ignorance) must be returned to those whose it was before). They asked the

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Governor to come as '... e he ana te tikanga o to matou motu nei me te kaiwakakawa nei me te tchana pakeha kahore i a tana mahi ki nga mahi o te ture' (the doings here are not in accord with the law). A further Moriori letter, sent to the Governor later in 1862, complained that, despite apparent concessions, they were still enslaved in practice.

- 2.32 The Governor did not come. In 1863 the Resident Magistrate was replaced. Soon after his arrival, the new Resident Magistrate recorded that although Māori 'seem to repudiate the idea of enslaving or ill-treating [Moriori]', there were still 'instances of their making [Moriori] feel the pressure of their thumbs'. He began to act to improve Moriori conditions, including appointing Hirawanu Tapu as one of the four Court assessors, and as one of six inaugural members of an official rūnanga intended to provide a measure of Māori self-governance under the Native Districts Regulation Act 1858. There were objections to Tapu's appointment which the resident magistrate 'did not heed', concerned instead to foster 'equal privilege' between Moriori and Māori.

The Native Land Court

- 2.33 By the early 1860s, land issues were coming to the fore on both the mainland and the Chatham Islands. Tensions rose between the Crown and Māori in Taranaki in the late 1850s, and some Chatham Islands Māori began to return to their ancestral lands in Taranaki.
- 2.34 In 1863, the Resident Magistrate explained the Native Lands Act 1862 to both Moriori and Māori. The Act provided for the establishment of a Native Land Court to determine the owners of land 'according to Native custom', allowing the conversion of customary title into title derived from the Crown. Moriori expressed to the Resident Magistrate their view that they were 'the predominant owners of the soil'.
- 2.35 In early 1864, a number of Pākehā pastoralists arrived on the Chatham Islands seeking to lease land. Their arrival coincided with many Māori deciding to leave for Taranaki, and Māori agreed a number of leases with them.
- 2.36 In February 1864, Moriori wrote to the Governor offering half of the Chatham Islands to the Queen. The Native Secretary responded in July, informing the Resident Magistrate that the Moriori title was not known. He also communicated an offer from the Native Minister William Fox for Moriori to be relocated to Auckland, since they were presently living in servitude. Moriori declined this offer, preferring instead to remain on their ūkaipō (ancestral home).
- 2.37 As the Native Land Court did not sit on the Chatham Islands in the immediate wake of the passing of the Native Lands Act 1862, in late 1864 Hirawanu Tapu travelled to the mainland to put the Moriori case regarding land to the Native Minister in person. In February 1865, the Native Minister advised the Resident Magistrate of the meeting and assured him that 'the case of the Morioris will be carefully and favourably considered'.
- 2.38 In October 1866, the Crown instructed the Resident Magistrate to make it generally known that the Native Lands Act 1865 was in force in the Chatham Islands. The Crown

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warned Māori against returning to Taranaki to pursue claims in the Compensation Court, and emphasised to them the benefits of remaining on the islands. In 1867 the Crown sent the Assistant Native Secretary to the islands to assess the relationship between Moriori and Māori, and to recommend that they consent to survey the land and prepare for Native Land Court hearings. By this time Māori had informally leased about 60 per cent of Rēkohu to Pākehā.

- 2.39 Despite this, most Chatham Island Māori returned to Taranaki between 1866 and 1868 to make claims to lands that had been confiscated by the Crown. Before they left, Māori set aside some land for Moriori, but as Māori left, some Moriori returned to their traditional homes. In 1868 Moriori wrote to the government reporting that Māori had gone to their land at Taranaki, and asking that the Native Land Court hearing should be held on Rēkohu rather than on the mainland.
- 2.40 The Native Land Court sat on the Chatham Islands in June 1870. At that time Moriori outnumbered Māori on the islands, with a population of just under 100. Resident Māori numbered about 20, but some Māori returned to the Chatham Islands from Taranaki to conduct their case and support their claim. The Native Lands Act 1865 provided for the Native Land Court to ascertain interests in land based on 'Native custom'. The Court had a Pākehā Judge supported by an assessor, who was a Māori rangatira from the mainland of New Zealand.
- 2.41 The Court sat for eight days at Waitangi and heard claims to five blocks of land covering the whole of Rēkohu, as well as claims to Hokoreoro (South East Island) and Rangihau (Pitt Island). The Court, applying its own understanding of 'Native customs', gave particular weight to recent pre-1840 conquest, where it was accompanied by subsequent occupation. Tikane Moriori did not recognise conquest as a means of gaining land rights. Moriori argued that they held rights through ancestral occupation, through their adherence to their own ancient law of peace, through a right to have their claims investigated according to English law, and through Māori agreeing to share with them rents from the leasing of land.
- 2.42 While Moriori made a number of arguments before the Court, they had not participated in judicial proceedings before. They were not familiar with court procedure, the relevant points of law, or the strategies likely to increase their chances of success. The Moriori presentation of their case was further hampered by the illness during the first part of the hearing of Hirawanu Tapu, one of their key witnesses.
- 2.43 The Court heard both Māori and Moriori evidence, including indications of Moriori having limited access to land. Māori claimants for four of the five mainland blocks testified that they had either given land, or intended to give land to 'their' Moriori if the Court upheld their claims. In those cases, the Court established where Moriori were living, in what numbers, and who their ieriki-ieriki (Imi leadership) were. In the Otonga case, the Court asked Moriori whether they agreed with Māori proposals, and when they did not, adjourned until the Māori claimant made a proposal to which it was claimed Moriori did agree. In the Kekerione, Otonga, Wharekauri, and Te Matarae blocks, the Court awarded Moriori the land that Māori were prepared to concede to them. The Court

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awarded Moriori land at Manukau in Te Awapātiki block, on the basis of there having been a 'permanent Moriori settlement' there.

- 2.44 The Court awarded more than 97 per cent of Rēkohu to Māori and less than 3 per cent to Moriori, ruling that Māori had conquered Moriori and established rights to most of Rēkohu. Without a sufficient land base to support them and their families, many Moriori families were forced to leave their ancestral home of Rēkohu to live on the mainland. Despite claims from Moriori, including Te Teira Rangipewa, to the island through the settlement of their parents and karāpuna who had lived, cultivated and died on the island, Māori were awarded title to the whole of Rangihau. The claim to Hokoreoro had initially been disallowed for want of a survey, but the island was awarded to Māori in 1900.
- 2.45 In 1870 Moriori were awarded 4100 acres, from an approximate total land area of 190,000 acres, in seven blocks of between 50 and 2000 acres, to support communities of between 10 and 40 people. It was eight years before Moriori were able to get titles to their reserves, the main cause of delay being Māori objection to the required surveys. Under Moriori customary tenure land was held communally. When Crown title was awarded to Moriori, interests were awarded to named individuals. Between 1865 and 1873, Crown legislation provided for land titles to be awarded to no more than ten persons. The Moriori blocks were made inalienable, and each was awarded in the names of between one and nine owners. Legally, those placed on the title were absolute owners and were treated as such by the Court and the law. The awarding of Crown titles to Moriori individuals rather than the imi as a whole contributed to the erosion of traditional imi structures and, from the late nineteenth century, also contributed to the movement of Moriori to the mainland of New Zealand.
- 2.46 All of the blocks had access to kaimoana, but only the Otonga and Te Awapātiki lands could have provided more than subsistence living for those living on the land. This significantly limited the ability of Moriori to prosper and take up the opportunities available under the new economy. This exacerbated earlier changes to the Moriori way of life, from the loss of seals to the clearing of Kōpi groves for potatoes and grazing, and forever changed the islands ecology.
- 2.47 In the late 1870s, Moriori wrote to the Minister of Native Affairs asking for a rehearing of the Chatham Islands case. The author of an 1878 letter described the Native Land Court's judgement as 'the wrong decision'. 'My lands were all taken by the blade of the weapon', he wrote. 'I did not commit the wrongs ... My fathers did not commit one wrong, not one.' In 1879 a committee of Moriori wrote again to the Minister, asking for the Court's ruling to be reviewed and a second hearing held. After a meeting in Wellington with the Native Minister, Moriori were confident of a rehearing on the order of Parliament. However, correspondence from the Native Secretary to Māori on Rēkohu noted that such views were 'without foundation'. He noted that the period during which a rehearing was possible had passed, and the Crown 'does not intend to ask the Assembly to pass an Act for such a purpose'. The case was never reconsidered.

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The Removal, Collection, and Trade of Kōimi T'chakat Moriori

- 2.48 For nearly a hundred years, from the 1860s to the 1970s, individuals and institutions (including the Colonial Museum, a Crown institution) collected and exchanged kōimi t'chakat Moriori (the skeletal remains of Moriori ancestors) taken from Rēkohu and surrounding islands. There are thought to be more than 500 kōimi t'chakat Moriori in museum and medical college collections around the world.
- 2.49 The large-scale removal of Moriori remains from Rēkohu began in the 1860s. The nineteenth century had seen a growing interest in phrenology and craniometry, which sought to identify the areas of the brain responsible for mental activity and develop racial classifications by examining and measuring skulls. Ethnologists assumed that weaker 'races' would inevitably give way to stronger ones, and were therefore especially interested in people of newly-colonised lands thought to be on the verge of extinction, such as Moriori. Late nineteenth-century beliefs that Moriori were dying out and were racially distinct from Māori acted as a spur to the collection of Moriori remains.
- 2.50 Collectors made money from selling kōimi t'chakat Moriori, and so had a commercial as well as a scientific motive for their work. One collector described finding numerous skeletons in the woods on Rangihau, and taking several skulls that he thought would be useful for ethnological purposes. On his two trips to the Chatham Islands he removed Moriori skulls from burial grounds and sold them to several institutions, including the Colonial Museum in Wellington. Several other collectors also sent substantial numbers of kōimi t'chakat Moriori to various museums. Among them were Crown officials acting in a private capacity. One of these officials visited the Chatham Islands in 1868 and obtained at least five kōimi t'chakat Moriori, some of which he sent to the Colonial Museum, and in 1892 another gifted a Moriori skeleton to the Colonial Museum.
- 2.51 Between 1866 and 1904 the Colonial Museum received through purchase and donation at least 58 kōimi t'chakat Moriori. These were studied, displayed, and exchanged with other institutions, including museums, universities, and art galleries in New Zealand and overseas. One museum displayed a Moriori skull and jawbone alongside those of early humans and a monkey 'for the purposes of comparison'. There is no evidence that Moriori consented to the removal, study, collection, or trade of their kōimi t'chakat, which they assert violated the tchap' (tapu) of these miheke (taonga) and eroded Moriori authority by interfering with their ability to act as *tchieki* (guardians) of their miheke.
- 2.52 In addition to human remains many miheke Moriori (artworks, tools and ornamental treasures) were also removed from tchap' places for museum and private collections. Rare and significant miheke were removed from urupā at Ouenga (Owenga), for example, and entire kōpi trees with bark engravings (rākau momori) were taken for collections in the British Museum and other New Zealand museums.

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Myths of Racial Inferiority and Extinction

- 2.53 In the early twentieth century two prominent ethnographers wrongly argued that Moriori were wholly or partly Melanesian, and that they were racially distinct from and inferior to Māori.
- 2.54 The Crown contributed to the dissemination of this myth through the publication of *The School Journal*, a text published by the Department of Education and circulated to all state schools in New Zealand. The 1916 and 1946 editions of *The School Journal* taught generations of New Zealand schoolchildren that Moriori were 'lazy, stupid people', 'a race inferior to the stalwart Māoris', 'a lazy, shiftless folk, little skilled in the arts of living', and that they were 'now extinct'. These myths were popularised and transmitted through the classroom for much of the twentieth century.
- 2.55 The myths of Moriori racial inferiority and their displacement from the New Zealand mainland by Māori, spread beyond the classroom to New Zealand's media and society. The myths were discussed in letters to newspapers and on talkback radio and were used by the public and by politicians debating in Parliament to justify the Pākehā colonisation of New Zealand. Many of these myths still persist today.
- 2.56 These myths were challenged by a number of New Zealand scholars in the early twentieth century. In the 1920s, for example, the theory of Moriori origins that the Crown had helped to disseminate was refuted in a study by one of the foremost Pākehā scholars of Moriori material culture. Despite the availability of alternative interpretations of Moriori origins and culture, however, the Crown continued to contribute to the dissemination of these damaging ideas for a number of decades.
- 2.57 The stories popularised and spread through *The School Journal* had a significant impact on many children of Moriori descent and they carried this through into adulthood. Some children were made to feel ashamed of their Moriori ancestry and culture, while others became confused through a lack of knowledge. Others resisted the myths, expressing pride in their Moriori ancestry and trying to educate their classmates and teachers about Moriori history. In some cases, however, their Moriori hokopapa was kept concealed from public view as it was easier to avoid being labelled Moriori. Some also kept it from their own children not wanting them to suffer from the ongoing stigma for being known as Moriori. As a result of the stigma associated with persistent myths about Moriori origins, racial inferiority and extinction, generations have been reluctant to identify as Moriori, or have not been told that they are Moriori. Some of this stigma continues through to the present, despite the efforts of Moriori today.

Political Representation

- 2.58 Throughout the nineteenth century residents of Rēkohu were unable to elect representatives to Parliament. In 1867 the Crown extended political representation to all Māori men who lived within four electoral districts on the mainland, but did not include Rēkohu in these or any other electoral districts. In 1880, Premier John Hall was asked in Parliament if the Government intended to correct a situation considered by some to be

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'contrary to the Constitution that people should be taxed without being represented'. He conceded that the exclusion of Rēkohu from electoral boundaries had been an oversight.

- 2.59 Seemingly in response to this debate the Crown promoted the Chatham Islands Act 1881. The Act did not provide political representation but enabled the Governor to declare that any 'Act of the General Assembly or Provincial Ordinance' took effect and came into operation within Rēkohu 'upon the request of the majority of the adult male inhabitants' of the islands. The Chatham Islands Act 1881 was repealed by the Repeals Act 1891, leaving Moriori and other residents of Rēkohu without the ability to request that Acts and provincial ordinances in force on the mainland also applied to Rēkohu.
- 2.60 On 19 September 1893, the Electoral Act 1893 extended the right to vote to all women over the age of 21. As the Chatham Islands were still outside electoral boundaries, women resident on the Chatham Islands could not vote.
- 2.61 It was not until 1922 that legislation was enacted enabling Moriori and other residents of Rēkohu to vote. Moriori were included in the electorate for Western Māori, based on the Crown's understanding that the majority of non-Pākehā residents of Rēkohu were Māori descended from Taranaki.

The Marginalisation of Moriori in the Twentieth Century

- 2.62 By 1870, the number of Moriori on Rēkohu had fallen from a pre-contact population of at least 2000 (although recent studies suggest this may have been higher) to just 90. In the 1881 census only 44 people identified as Moriori and by the time of the 1901 census it was only 31 (out of a total Chatham Islands population of 418).
- 2.63 At the turn of the century several prominent Moriori elders died, including Hirawanu Tapu in 1900. With the loss of this generation, none remained who had first-hand knowledge of Moriori language and traditions. Moriori awareness of their language, hokopapa, and traditions subsequently went further into decline. There were young people who still considered themselves Moriori, but their exposure to the culture was limited to what had been passed on by Tapu and their parents.
- 2.64 Despite their diminished numbers, Moriori produced some strong leaders who occupied positions of prominence on Rēkohu in the late nineteenth and early twentieth centuries. Among them were Pumipi Te Rangaranga, Rangitapua Horomona Rehe, Riwai Te Ropiha, and Arthur Lockett. These leaders helped organise marriages among Moriori, advanced the Moriori case at hearings of the Native Land Court, and spoke to visitors to Rēkohu about Moriori tikane. Tame Horomona Rehe (Tommy Solomon) was a successful businessman and farmer at Manukau (Te Awapātiki Block) in the 1920s and early 1930s. Solomon maintained important aspects of Moriori culture, singing Moriori rongo (songs) at island tangihanga and emphasising to his children the virtue of Nunuku's law. Descendants of Moriori were influential in local government and community affairs on Rēkohu from the 1940s onwards such as Alfred (Bunty) Preece, chairman of the Chatham County Council for 18 years. In some instances, Moriori felt that they had to suppress their Moriori identity in order to succeed.

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- 2.65 A Moriori tradition that continued to be of influence in the twentieth century was the observance of Moriori ritual during expeditions for the harvest of hopo (albatross). One Pākehā participant on a birding expedition to Tcharok' (the Pyramid) noted that the voyage was preceded by a ritual invoking 'the mana of the Moriori', and that the crew was expected to follow 'all the ancient rites handed down by Moriori... We follow his instructions jot by jot. Our every act was taught by him.'
- 2.66 The 2000-acre block of Moriori land at Te Awapātiki (Manukau) functioned as an economic and cultural base for the imi in the twentieth century. Yet this land and its coastline alone could not offer sustenance to all Moriori, who struggled to maintain their traditional ways of life. Most of the Moriori families at Owenga, for instance, were landless, and lived in small tin houses belonging to a fishing company. A lack of land meant that other families had to leave the islands to seek employment in mainland New Zealand and overseas. Some of the children of these families grew up as Pākehā or Māori, while even those who were aware of their Moriori ancestry were left without the support of their imi and knowledge of their culture, traditions, and language.

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3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

- 3.1 The Crown acknowledges Moriori as tchakat henu (tangata whenua) of Rēkohu (the Chatham Islands), and that Moriori had been settled on Rēkohu for many centuries before 1842.
- 3.2 The Crown acknowledges that until now it has failed to address the deeply-felt and longstanding grievances of Moriori in an appropriate way.
- 3.3 The Crown acknowledges the deaths of a significant number of Moriori as a consequence of their enslavement, as detailed in an 1862 petition to the Crown. The Crown further acknowledges that its failure to have acted in a more reactive and proactive manner to end the enslavement of the Moriori people, was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that:
 - 3.4.1 it did not consult Moriori about the introduction of the native land laws, which provided for the land awarded to Moriori by the Native Land Court to be held on the basis of individual title, rather than traditional collective tenure;
 - 3.4.2 in 1870 the Native Land Court awarded titles for seven reserves to Moriori, each in the names of nine or fewer individuals;
 - 3.4.3 the individualisation of Moriori land tenure made the small amount of land remaining in Moriori ownership more susceptible to fragmentation, partition, and alienation, and further eroded Moriori tribal structures; and
 - 3.4.4 its failure to take steps to adequately protect the traditional tribal structures of Moriori, which were based on collective imi and hapū custodianship of land that had been held in peaceful occupation for many generations, had a prejudicial effect on Moriori and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.5 The Crown further acknowledges Moriori were virtually landless from 1870, and that its failure to ensure Moriori retained sufficient lands for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. This landlessness hindered the cultural, social, and economic development of Moriori, most of whom live outside their rohe today. This compromised the ability of Moriori to manage their taonga and their wāhi t'chap (sacred sites), and to fulfil their t'chieki (guardian) and manawarekatanga (manaakitanga) responsibilities, all of which contributed to the erosion of mana Moriori and Moriori identity.

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3: ACKNOWLEDGEMENT AND APOLOGY

- 3.6 The Crown acknowledges that its failure to devise a just solution for Moriori in regard to land on the Chatham Islands following the Native Land Court's determination of land title was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.7 The Crown acknowledges that by 1900 ta rē Moriori was no longer a living language. The Crown further acknowledges that it failed to actively protect ta rē Moriori, which contributed to the decline of ta rē Moriori, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.8 The Crown acknowledges that kōimi t'chakat Moriori (Moriori human remains) are tchap' (sacred), and that the removal from Rēkohu, collection, and trade of kōimi t'chakat violated the tchap' of these miheke (taonga) and caused Moriori great distress.
- 3.9 The Crown further acknowledges that the collection and trade of kōimi t'chakat by the Colonial Museum were actions undertaken by or on behalf of the Crown, and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.10 The Crown acknowledges its contribution, through the dissemination of school journals, to the stigmatisation of Moriori as a racially inferior people who became extinct, and acknowledges the suffering and hardship these myths have caused to generations of Moriori through to the present day.
- 3.11 The Crown further acknowledges that its role in generations of schoolchildren learning the myth that Moriori were racially inferior contributed to the diminution of Moriori ihi (authority), and ieriki ieriki (Imi leadership), over their identity, and rejection or loss of knowledge of Moriori hokopapa (ancestry), and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.12 The Crown acknowledges that until 1922 it failed to make any provision for Moriori and other Chatham Islanders to vote in Parliamentary elections and have political representation, despite this issue having been debated in Parliament from as early as 1880. This unjustified failure, until 1922, to ensure that Moriori could exercise the right to vote, denied Moriori a fundamental right and privilege of British subjects and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

APOLOGY

- 3.13 To the Moriori people, tchakat henu (tangata whenua) and waina pono (original inhabitants) of Rēkohu (the Chatham Islands), to your karāpuna and mokopū, the Crown is profoundly sorry that for too long it failed to uphold the partnership and provide the protection envisaged by te Tiriti o Waitangi/the Treaty of Waitangi and its principles and sought by Moriori karāpuna since the 1840s.
- 3.14 The Crown expresses its deep remorse for the pain and hurt its breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles have caused to you and to generations of Moriori people and offers this apology.

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3: ACKNOWLEDGEMENT AND APOLOGY

- 3.15 The Crown was aware in 1842, when it assumed responsibility for the Chatham Islands, that Moriori were enslaved and many had died at the hands of their captors. The Crown profoundly regrets that it failed for many years to take action to end Moriori enslavement, and that your karāpuna continued to suffer greatly in oppressive conditions which caused many more to die, including some who died of an illness known to Moriori as 'kongenge', a deep despair of the spirit. The Crown acknowledges the protests of your karāpuna who actively sought from the Crown the protection owed to them under the Treaty of Waitangi and unreservedly apologises for its prolonged failure to act to end your people's enslavement.
- 3.16 The Crown did not consult your karāpuna when it promoted the native land laws in the late 1860s. After the 1870 hearings of the Native Land Court on Rēkohu, you were left virtually landless. Your tribal structures were undermined and you were severed from your land, your wahi t'chap (sacred sites), and your responsibilities as guardians and hosts. For its failure to ensure that you retained sufficient lands for your present and future needs, the Crown is deeply sorry.
- 3.17 By the beginning of the twentieth century ta rē Moriori (the Moriori language) as a living language had been lost to Moriori and Aotearoa New Zealand. For its failure to actively protect this miheke (taonga), the Crown apologises sincerely.
- 3.18 Over a period of many years the Crown, through the Colonial Museum, collected, removed and traded kōimi t'chakat (Moriore human remains) from Rēkohu. For these actions, which violated the t'chap of these miheke and caused great distress, the Crown is profoundly sorry.
- 3.19 The Crown contributed, through the dissemination of derogatory stories in the School Journal, to the wrongful stigmatisation of Moriori as a racially inferior people who became extinct. For its part in spreading this myth to generations of New Zealanders and the suffering and hardship it caused, especially to children of Moriori descent, the Crown apologises unreservedly.
- 3.20 The Crown pays tribute to you and your karāpuna for your persistence in this long search for justice. You have held strong to your principles of peace, known today as Nunuku's Law, and preserved the mana and manawa of Moriori. The Crown is humbled by your example.
- 3.21 Through this settlement the Crown seeks to atone for the wrongs of the past, and to renew the relationship between Moriori and the Crown under te Tiriti o Waitangi/the Treaty of Waitangi and its principles. May this renewed relationship lead us towards a future of justice and peace – a future worthy of the vision offered to us by the Moriori Imi and your karāpuna.

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DEED OF SETTLEMENT

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 Moriori is not possible; and
 - 4.1.3 the settlement is intended to enhance the ongoing relationship between Moriori and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Moriori 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 Moriori collectively; but
 - 4.5.2 may benefit particular members, or particular groups of members, of Moriori if the governance entity so determines in accordance with the governance entity's procedures.

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DEED OF SETTLEMENT

4: SETTLEMENT

IMPLEMENTATION

- 4.6 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –
- 4.6.1 settle the historical claims; and
 - 4.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 4.6.3 provide that clause 4.6.2 does not exclude the jurisdiction of any court, tribunal, or other judicial body, in respect of the interpretation or implementation of this deed or the settlement legislation; and
 - 4.6.4 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
 - (a) to a cultural redress property or any shared RFR land disposed of under a contract formed under section 93 of the draft settlement bill; or
 - (b) for the benefit of Moriori or a representative entity; and
 - 4.6.5 require any resumptive memorial to be removed from any record of title, for a cultural redress property or any allotment solely within the RFR area; and
 - 4.6.6 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 of the Moriori Imi Settlement Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Moriori Imi Settlement Trust may exist; and]
 - 4.6.7 require the Tumu Whakarae – Chief Executive of The Office for Māori Crown Relations – Te Arawhiti to make copies of this deed publicly available.
- 4.7 Part 1 of the general matters schedule provides for other action in relation to the settlement.

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DEED OF SETTLEMENT

5 CULTURAL REDRESS

OVERLAY CLASSIFICATION

- 5.1 The settlement legislation will, on the terms provided by sections 41 to 55 of the draft settlement bill, –
- 5.1.1 declare each of the following areas to be overlay areas subject to an overlay classification:
- (a) Manauea (Ocean Mail) Scenic Reserve (as shown on deed plan OMCR-064-01);
 - (b) Mangere Island Nature Reserve (as shown on deed plan OMCR-064-02);
 - (c) Part Wharekauri site 100 (as shown on deed plan OMCR-064-03);
 - (d) Rangatira Nature Reserve (as shown on deed plan OMCR-064-04);
 - (e) Waikokopu (Canister Cove) Scenic Reserve and Waipāua Scenic Reserve (as shown on deed plan OMCR-064-05);
 - (f) Wharekauri site 102 (as shown on deed plan OMCR-064-06); and
- 5.1.2 provide the Crown's acknowledgement of the statement of Moriori values in relation to each of the overlay areas; and
- 5.1.3 require the New Zealand Conservation Authority, or a relevant conservation board, –
- (a) when considering a conservation document, in relation to an overlay area, to have particular regard to the statement of Moriori values, and the protection principles, for the overlay area; and
 - (b) before approving a conservation document, in relation to an overlay area, to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the document on the statement of Moriori values, and the protection principles, for the area; and
- 5.1.4 require the Director-General of Conservation to take action in relation to the protection principles; and

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5.1.5 enable the making of regulations and bylaws in relation to the overlay areas.

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

STATUTORY ACKNOWLEDGEMENT

5.3 The settlement legislation will, on the terms provided by sections 28 to 36 and 38 to 40 of the draft settlement bill, –

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

- (a) 11882 Owenga site (as shown on deed plan OMCR-064-07):
- (b) Coastal statutory acknowledgement area (as shown on deed plan OMCR-064-08):
- (c) Hanson Bay South Marginal Strip (as shown on deed plan OMCR-064-09):
- (d) Henga Scenic Reserve (as shown on deed plan OMCR-064-10):
- (e) Lake Huro Marginal Strip (as shown on deed plan OMCR-064-11):
- (f) Owenga Marginal Strip (as shown on deed plan OMCR-064-12):
- (g) Pacific Ocean Marginal Strip (as shown on deed plan OMCR-064-13):
- (h) Petre Bay Marginal Strip (as shown on deed plan OMCR-064-14):
- (i) Pitt Strait Marginal Strip (as shown on deed plan OMCR-064-15):
- (j) Te Awatea Scenic Reserve (as shown on deed plan OMCR-064-16):
- (k) Tikitiki Hill Conservation Area – Department of Conservation staff house and land (as shown on deed plan OMCR-064-17);
- (l) Waitangi Marginal Strip (as shown on deed plan OMCR-064-18):
- (m) Wharekauri site 101 (as shown on deed plan OMCR-064-19):
- (n) Wharekauri site 103 (as shown on deed plan OMCR-064-20):
- (o) Wharekauri site 104 (as shown on deed plan OMCR-064-21):

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- (p) Wharekauri site 105 (as shown on deed plan OMCR-064-22); and
- 5.3.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.3.3 require relevant consent authorities to forward to the governance entity –
 - (a) summaries of resource consent applications for an activity within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 5.3.4 enable the governance entity, and any member of Moriori, to cite the statutory acknowledgement as evidence of the association of Moriori with an area.
- 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 governance entity with a copy of the deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:
 - 5.5.1 11882 Owenga site (as shown on deed plan OMCR-064-07):
 - 5.5.2 Hanson Bay South Marginal Strip (as shown on deed plan OMCR-064-09):
 - 5.5.3 Henga Scenic Reserve (as shown on deed plan OMCR-064-10):
 - 5.5.4 Lake Huro Marginal Strip (as shown on deed plan OMCR-064-11):
 - 5.5.5 Owenga Marginal Strip (as shown on deed plan OMCR-064-12):
 - 5.5.6 Pacific Ocean Marginal Strip (as shown on deed plan OMCR-064-13):
 - 5.5.7 Petre Bay Marginal Strip (as shown on deed plan OMCR-064-14):
 - 5.5.8 Pitt Strait Marginal Strip (as shown on deed plan OMCR-064-15):
 - 5.5.9 Te Awatea Scenic Reserve (as shown on deed plan OMCR-064-16):
 - 5.5.10 Waitangi Marginal Strip (as shown on deed plan OMCR-064-18).

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5.5.11 Wharekauri site 101 (as shown on deed plan OMCR-064-19):

5.5.12 Wharekauri site 103 (as shown on deed plan OMCR-064-20):

5.5.13 Wharekauri site 104 (as shown on deed plan OMCR-064-21):

5.5.14 Wharekauri site 105 (as shown on deed plan OMCR-064-22).

5.6 Each 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 an area that the deed relates to, –

5.7.1 consult the governance entity; and

5.7.2 have regard to its views concerning the association of Moriori with the area as described in a statement of association.

PROTOCOLS

5.8 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:

5.8.1 the Crown minerals protocol:

5.8.2 the primary industries protocol.

5.9 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.10 Each deed of recognition will be –

5.10.1 in the form in part 3 of the documents schedule; and

5.10.2 issued under, and subject to, the terms provided by sections 37 to 40 of the draft settlement bill.

5.11 Each protocol will be –

5.11.1 in the form in part 4 of the documents schedule; and

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5.11.2 issued under, and subject to, the terms provided by sections 21 to 27 of the draft settlement bill.

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

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

5.13 The settlement legislation will vest in the governance entity on the settlement date –

In fee simple

5.13.1 the fee simple estate in each of the following sites:

- (a) Owenga property:
- (b) Waipāua property:
- (c) Te Awanui; and

In fee simple subject to a restrictive covenant

5.13.2 the fee simple estate in the Glory housing property to vest subject to the governance entity providing the Crown with a registrable restrictive covenant in gross in the form in part 5.1 of the documents schedule; and

As a local purpose reserve

5.13.3 the fee simple estate in the Waihere block as a local purpose (ecological restoration and community purposes) reserve, with the governance entity as the administering body, subject to the governance entity –

- (a) establishing the trust referred to in clause 5.14.1; and
- (b) entering into the deed and effecting the assignment of rent referred to in clauses 5.14.2 and 5.14.3; and

As a local purpose reserve subject to an easement and a lease

5.13.4 the fee simple estate in the Glory block as a local purpose (ecological restoration and community purposes) reserve with the governance entity as the administering body, subject to the governance entity –

- (a) providing the Crown with, –

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- (i) a registrable lease in the form set out in part 5.2 of the documents schedule; and
- (ii) a registrable right of way easement in gross in the form set out in part 5.3 of the documents schedule; and
- (b) establishing the trust referred to in clause 5.14.1; and
- (c) entering into the deed and effecting the assignment of rent referred to in clauses 5.14.2 and 5.14.3; and
- (d) providing the right of way easement in favour of the Glory housing property, in the form in part 5.5 of the documents schedule; and

As a scenic reserve

- 5.13.5 the fee simple estate in the Rangiauria property as a scenic reserve, with the governance entity as the administering body; and

As a scenic reserve subject to an easement

- 5.13.6 the fee simple estate in the Waipāua coastal property as a scenic reserve with the governance entity as the administering body, subject to the governance entity providing the Crown with a registrable right of way easement in gross in the form set out in part 5.4 of the documents schedule.

PROVISIONS APPLYING TO THE WAIHERE BLOCK AND THE GLORY BLOCK

- 5.14 The governance entity must, before the settlement date –
- 5.14.1 establish a trust in the form set out in part 6 of the documents schedule, to be known as the Rangihaute Land Trust; and
 - 5.14.2 enter into a deed relating to the Rangihaute blocks in the form set out in part 7 of the documents schedule (**the deed relating to the Rangihaute blocks**); and
 - 5.14.3 serve notice in accordance with clause 5.2 of that deed in relation to the existing occupation rights as defined in that deed.
- 5.15 The governance entity must comply with the deed relating to the Rangihaute blocks. In particular it must –
- 5.15.1 assign its right to receive income in respect of the Rangihaute blocks;
 - 5.15.2 until 30 April 2036, only grant rights of occupation or use in respect of the blocks by –

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- (a) inviting members of the Rangihaute (Pitt Island) community to submit expressions of interest to enter into a lease or a licence for grazing purposes which, including renewals, expires or could expire no later than 30 April 2036; and
 - (b) entering into a lease or a licence with a person approved by the trustees of the Rangihaute Land Trust, following a selection process agreed with those trustees; or
 - (c) in the event the process under clauses 5.15.2(a) and 5.15.2(b) does not result in a suitable applicant from the Rangihaute (Pitt Island) community being offered a lease or a licence, then the governance entity may grant a lease or a licence to an applicant who is not a member of the Rangihaute (Pitt Island) community, with the consent of the Trust, which cannot be unreasonably withheld; or
 - (d) entering into occupation or third party rights that are compatible with any lease or licence for grazing, with the consent of the Trust, which cannot be unreasonably withheld; and
- 5.15.3 prior to granting any occupation or other third party rights under the Reserves Act 1977 in respect of a period after 30 April 2036, it must obtain the consent of the trustees of the Rangihaute Land Trust, which consent must not be unreasonably withheld.
- 5.16 The settlement legislation will, on the terms provided by sections 68 to 70 of the draft settlement bill, provide that –
- 5.16.1 the purpose of the Waihere and Glory block reserves is to protect, manage and restore ecological values of the land, while also contributing to the social, educational, cultural and economic development of Rangihaute/Pitt Island;
 - 5.16.2 notwithstanding section 61 and section 74 of the Reserves Act 1977 the administering body of the reserves must comply with the process referred to in clause 5.15;
 - 5.16.3 section 72(3) but not section 72(1) of the Reserves Act 1977 applies to any agreement, lease or licence to graze on the reserves that is granted while the Rangihaute Land Trust exists; and
 - 5.16.4 if any funds derived from the reserves is received by the administering body (except under the lease referred to in clause 5.13.4(a)(i)), the administering body may apply those funds only for the purposes for which the Rangihaute Land Trust was established.

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APPOINTMENT TO MANAGE MARGINAL STRIP

- 5.17 The settlement legislation will, on the terms provided by section 74 of the draft settlement bill, provide that the governance entity is appointed as the manager of the marginal strip reserved from the vesting of the Owenga property as if the appointment to manage were made under section 24H of the Conservation Act 1987.

PROVISIONS APPLYING TO CULTURAL REDRESS PROPERTIES

- 5.18 Each cultural redress property is to be –
- 5.18.1 as described in schedule 3 of the draft settlement bill; and
 - 5.18.2 vested on the terms provided by –
 - (a) sections 61 to 83 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
 - 5.18.3 subject to any encumbrances, or other documentation, in relation to that property –
 - (a) required by the settlement legislation; and
 - (b) in particular, referred to by schedule 3 of the draft settlement bill.

CO-MANAGEMENT ARRANGEMENTS

- 5.19 The parties have agreed there will be a co-management arrangement with the Department of Conservation over the following sites:
- 5.19.1 J M Barker (Hāpūpū) Historic Reserve;
 - 5.19.2 Waipāua coastal property; and
 - 5.19.3 Waipaua Conservation Area.
- 5.20 The sites listed in clauses 5.19.1 and 5.19.3 will remain Crown-owned subject to the Reserves Act 1977 and the Conservation Act 1987 respectively.
- 5.21 The details of the co-management arrangement will be developed and agreed between the governance entity and the Department of Conservation following the settlement date.
- 5.22 It is intended that the co-management arrangement may include, but is not limited to, the following:

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- 5.22.1 the joint development of a management plan under the Reserves Act 1977 (subject to approval by the Minister of Conservation) for the J M Barker (Hāpūpū) Historic Reserve;
- 5.22.2 each year undertaking joint business planning and agreeing management priorities for the management of the sites listed in clause 5.19;
- 5.22.3 if agreed between the parties, undertaking joint operations in the sites listed in clause 5.19 to protect and enhance ecological, cultural, heritage, historic, and recreational values;
- 5.22.4 if agreed between the parties, undertaking coordinated pest-control in the sites listed in clause 5.19; and
- 5.22.5 if agreed between the parties, promoting and protecting Moriori's cultural associations with the sites listed in clause 5.19.

KA PAIHĪHĪ PŪTAIAO RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 5.23 The Ministry for the Environment and the governance entity must, by or on the settlement date, sign a relationship agreement.
- 5.24 The relationship agreement sets out how the Ministry for the Environment will interact with the governance entity with regard to the matters specified in it.
- 5.25 The relationship agreement will be in the form in part 8.1 of the documents schedule.
- 5.26 The parties acknowledge that the Ministry for the Environment and Moriori will work together to maintain a positive, collaborative and enduring relationship into the future.
- 5.27 A failure by the Crown to comply with the relationship agreement is not a breach of this deed.

KA PAIHĪHĪ TCHIEKI HENU RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 5.28 The Department of Conservation and the governance entity must, by or on the settlement date, sign a Ka Paihūhī Tchieki Henu relationship agreement.
- 5.29 The Ka Paihūhī Tchieki Henu relationship agreement sets out how the Department of Conservation will interact with the governance entity with regard to the matters specified in it.
- 5.30 The Ka Paihūhī Tchieki Henu relationship agreement will be in the form in part 8.2 of the documents schedule.

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- 5.31 The parties acknowledge that the Department of Conservation and Moriori will work together to maintain a positive, collaborative and enduring relationship into the future.
- 5.32 A failure by the Crown to comply with the Ka Paihūhī Tchieki Henu relationship agreement is not a breach of this deed.

HOKOJETANGA TIAKI MIHEKE

- 5.33 The culture and heritage parties and the governance entity must, by or on the settlement date, sign the Hokojetanga Tiaki Miheke.
- 5.34 The Hokojetanga Tiaki Miheke sets out how the culture and heritage parties will interact with the governance entity with regard to the matters specified in it.
- 5.35 The Hokojetanga Tiaki Miheke will be in the form in part 9 of the documents schedule.
- 5.36 A failure by the Crown to comply with the Hokojetanga Tiaki Miheke is not a breach of this deed.
- 5.37 Appendix B of the Hokojetanga Tiaki Miheke sets out how Manatū Taonga – Ministry for Culture and Heritage will interact with the governance entity with regard to matters relating to taonga tūturu.
- 5.38 Appendix B of the Hokojetanga Tiaki Miheke is issued pursuant to the terms provided by sections 21 and 27 of the draft settlement bill.
- 5.39 A failure by the Crown to comply with Appendix B of the Hokojetanga Tiaki Miheke is not a breach of this deed.

LETTERS OF INTRODUCTION

- 5.40 No later than six months after the settlement date, the Tumu Whakarae – Chief Executive of The Office for Māori Crown Relations – Te Arawhiti will write a letter of introduction in the form set out in part 10 of the documents schedule to each of the following entities, to introduce the governance entity and encourage each entity to enhance their relationship with the governance entity:

Core Crown

- 5.40.1 Ministry of Education;
- 5.40.2 Ministry of Health;
- 5.40.3 Ministry of Social Development;

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Non-core Crown

- 5.40.4 Ngā Taonga Sound and Vision;
- 5.40.5 Environmental Protection Agency;
- 5.40.6 Tertiary Education Commission.

CUSTOMARY FISHERIES

- 5.41 **Rēkohu / Wharekauri fisheries area** means the area as shown on deed plan OMCR-064-31.
- 5.42 Within 80 business days of the settlement date, the governance entity, the Ngāti Mutunga o Wharekauri representative, and Fisheries New Zealand will agree a work programme to develop customary non-commercial fishing regulations for the Rēkohu / Wharekauri fisheries area that will apply to the management of fisheries subject to the Fisheries Act 1996.
- 5.43 It is intended that the regulations will –
 - 5.43.1 provide for the governance entity and the Ngāti Mutunga o Wharekauri representative to appoint t'chieki/kaitiaki who can authorise the taking of fish for customary purposes over the whole of the Rēkohu / Wharekauri fisheries area; and
 - 5.43.2 require people fishing under customary authorisations to provide information to t'chieki/kaitiaki on location of fishing activities and on the species, quantity and size of fish taken and for this information to be collated and reported to Fisheries New Zealand; and
 - 5.43.3 include requirements for –
 - (a) t'chieki/kaitiaki to provide details of all authorisations issued to the governance entity and Ngāti Mutunga o Wharekauri governance entity;
 - (b) the governance entity and Ngāti Mutunga o Wharekauri governance entity to provide that information to Fisheries New Zealand annually;
 - (c) holders of authorisations to provide details of their authorisations to fisheries officers on request, and
 - (d) holders of authorisations to report to the governance entity and Ngāti Mutunga o Wharekauri governance entity details of the fisheries resources taken under the authorisation; and

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- 5.43.4 make provision for the governance entity and Ngāti Mutunga o Wharekauri to recommend to the Minister of Fisheries bylaws restricting or prohibiting fishing in the 15 rāhui areas that would apply to all fishers;
 - 5.43.5 provide that the Minister of Fisheries will make the bylaws recommended in clause 5.43.4 unless the Minister of Fisheries considers that an undue adverse effect on fishing in the relevant fisheries management area would result if the proposed laws were made; and
 - 5.43.6 make provision for tools to enable the active management of the rāhui areas through the application of the regulations or through any bylaws created under the regulations.
- 5.44 The Crown, the governance entity and the Ngāti Mutunga o Wharekauri governance entity will together explore whether the current location of rāhui areas established under regulation 5B of the Fisheries South East Area Commercial Fishing) Regulations 1986 is consistent with the requirements of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 to provide for the special relationship between tchakat henu/tangata whenua and those places that are of customary food gathering importance. The boundaries of the rāhui areas could be altered and/or new areas created so long as any alterations or new areas do not prevent fishers taking their legal entitlements (as per the requirement for mātaītai reserves in the Fisheries (Kaimoana Customary Fishing) Regulations 1998 – regulation 23(1)(e)).
- 5.45 The settlement legislation will, on the terms provided by sections 60 of the draft settlement bill, provide authority for the making of the regulations under clause 5.43.
- 5.46 For the purposes of clauses 5.42 and 5.43, Ngāti Mutunga o Wharekauri representative means the Ngāti Mutunga o Wharekauri governance entity if it exists 80 business days after the settlement date, and if not, the Ngāti Mutunga o Wharekauri Iwi Trust.

OFFICIAL GEOGRAPHIC NAMES

- 5.47 The settlement legislation will, on the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Waipaua	Waipāua	CI06 239 921	Locality
Hakepa	Hakepa	CI06 257 964	Hill
Blind Jims Creek	Pana / Blind Jims Creek	CI02 941 494 to 956 506	Stream

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Point Alison	Waimihia / Point Alison	CI01 705 495	Point
Napper Point	Tamarau Point	CI02 847 465	Point
Taupeka	Tapuika	CI02 987 559	Locality
Red Bluff	Whenuahau Point	CI04 965 374	Point
Te Whenuahau	Whenuahau	CI04 967 374	Hill
<i>Unnamed</i> (local use name Ocean Mail)	Manauea	CI02 003 750 to CI03 092 546	Beach
<i>Unnamed</i> (local use name Murumuru Islands or The Nuggets)	Te Rangakiore Islands	CI06 205 865	Island group
Western Reef	Rangihokopoi / Western Reef	CI01 657 402	Reef
Hapupu	Hāpūpū	CI03 117 485	Locality
<i>Unnamed</i>	Ta Upoko-o-Rangimene Reef	CI05 140 228	Reef
<i>Unnamed</i>	Takapu Beach	CI02 871 541 to 893 572	Beach

- 5.48 The settlement legislation will provide for the official geographic names on the terms provided by sections 56 to 59 of the draft settlement bill.

ORIGINAL MORIORI NAMES

- 5.49 By or on the settlement date, the Minister for Treaty of Waitangi Negotiations must write a letter to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa requesting the Board, in respect of each of the following geographic names, to list the Moriori names in the Gazetteer as an unofficial Moriori name:

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DEED OF SETTLEMENT
5: CULTURAL REDRESS

Existing Name	Requested Original Moriori Name	Location (NZTopo50/250 map and grid references)	Geographic feature type
Mangere Island	Maung' Rē	CI06 165 967	Island
Ohira	Ōuira	CI02 883 476	Bay
Te Rangaapene	Te Ranga-a-Pehe	CI05 134 216	Hill
South East Island (Rangatira)	Hokoreoreoro	CI06 260 877	Island
The Pyramid (Tarakoikoia)	Tcharako	CI06 207 780	Island
Star Keys (Motuhope) [unofficial]	Motchu Hopo	Topo250-31 540 101	Island group
The Sisters (Rangitatahi)	Rakitchu	CI101 752 742	Island group
Motuhara (Bertier or the Forty Fours) [unofficial]	Motchu Hara	Topo250-31 553 130	Island group
Nairn River	Ōrea	CI04 947 234 to 954 315	River
Point Munning	Tok' Karoro	CI03 237 562	Point
Point Somes	Rerau	CI01 692 439	Point
Waitangi Bay	Waiteki Bay	CI04 963 317 to 968 322	Bay
Port Hutt (Whangaroa Harbour)	Tei Kohuru	CI02 837 467	Bay
Cape Patisson	Tapuaki-o-Hiti	CI01 749 501 to 784 523	Cape
Point Durham	Paroa	CI04 853 250	Point
Cape L'Eveque	Ko Ku Hewa	CI04 890 130 to 894 126	Cape
Waitangi	Waiteki	CI04 951 316	Locality/Town
Taupeka Point	Tapuika Point	CI02 006 572	Point
Round Rock (Rangituka)	Rangituka	CI06 137 852	Rock
Rabbit Island	Wharekaikite	CI06 175 995	Island

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5: CULTURAL REDRESS

CHANGE OF NAMES OF SITES WITHIN CONSERVATION LAND

5.50 The parties agree that –

5.50.1 the settlement legislation will, on the terms provided by sections 56 to 59 of the draft settlement bill, change the names of certain Crown protected area names as per the table below:

Existing Name	Requested Moriori Name
Canister Cove Scenic Reserve	Waikokopu (Canister Cove) Scenic Reserve
JM Barker (Hapupu) Historic Reserve	JM Barker (Hāpūpū) Historic Reserve
Ocean Mail Scenic Reserve	Manaea (Ocean Mail) Scenic Reserve
Waipaua Scenic Reserve	Waipāua Scenic Reserve

5.50.2 the Crown will change the name of Chudleigh Conservation Area to Wi Kura (Chudleigh) Conservation Area on the settlement date.

FISHERIES RIGHT OF FIRST REFUSAL OVER QUOTA

5.51 The Crown agrees to grant to the governance entity a right of first refusal to purchase certain quota as set out in the Fisheries RFR deed over quota.

Delivery by the Crown of Fisheries RFR deed over quota

5.52 The Crown must, by or on the settlement date, provide the governance entity with two copies of the Fisheries RFR deed over quota on the terms and conditions set out in part 11 of the documents schedule and signed by the Crown.

Signing and return of Fisheries RFR deed over quota by the governance entity

5.53 The governance entity must sign both copies of the Fisheries RFR deed over quota and return one signed copy to the Crown by no later than 10 working days after the settlement date.

Terms of Fisheries RFR deed over quota

5.54 The Fisheries RFR deed over quota will –

5.54.1 relate to the RFR area (as defined in the Fisheries RFR deed over quota);

5.54.2 be in force for a period of 176 years from the settlement date; and

5.54.3 have effect from the settlement date as if it had been validly signed by the Crown and the governance entity on that date.

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5: CULTURAL REDRESS

Crown has no obligation to introduce or sell quota

- 5.55 In clause 5.56, **applicable species** and **quota management system** have the meanings given to these terms in the Fisheries RFR deed over quota at part 11 of the documents schedule.
- 5.56 The Crown and the governance entity agree and acknowledge that –
- 5.56.1 nothing in this deed, or the Fisheries RFR deed over quota, requires the Crown to –
- (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or
 - (b) introduce any applicable species into the quota management system; or
 - (c) offer for sale any applicable quota held by the Crown except in accordance with the terms of the Fisheries RFR deed over quota; and
- 5.56.2 the inclusion of any applicable species in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.57 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.
- 5.58 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.13.

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DEED OF SETTLEMENT

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 Consistent with clauses 4.1 and 4.2, and without derogating from clause 4.3, the Crown and Moriori acknowledge that:
- 6.1.1 financial and commercial redress does not provide full compensation based on a calculation of the total losses or damages experienced by a claimant group; and
- 6.1.2 no amount of financial and commercial redress can compensate for the unprecedented loss of life and suffering endured by Moriori as a consequence of the Crown's failure to take adequate steps to end the enslavement of Moriori after 1842.
- 6.2 The Crown must pay the governance entity on the settlement date \$14,400,000, being the financial and commercial redress amount of \$18,000,000 less \$3,600,000 being the on-account payment to be paid under a separate deed of on-account payment on or about the date of this deed.

[Note:

POTENTIAL DEFERRED SELECTION PROPERTIES

- **Subject to the agreement of Land Information New Zealand and the Minister for Treaty of Waitangi Negotiations, if the governance entity and the Ngāti Mutunga o Wharekauri governance entity (the parties) are able to reach an agreement on the allocation of the six properties listed below before the deed of settlement is signed, those properties that the parties agree are allocated to Moriori, may be included in the signed deed of settlement as deferred selection properties in favour of the governance entity.**
- **Any agreement, as set out above, must be confirmed by the parties in writing to the Minister for Treaty of Waitangi Negotiations.**
- **The six potential deferred selection properties are:**

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DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

Name/Address	Legal Description <i>Wellington Land District – Chatham Islands Council</i>	Land Holding Agency
4 Meteorological Lane, Waitangi, Chatham Islands	1.6284 hectares, more or less, being Sections 1 and 2 SO 32101. Balance Gazette Notice 369343.1.	LINZ
3 Meteorological Lane, Waitangi, Chatham Islands PF1988	0.2364 hectares, more or less, being Lot 1 DP 486165. All record of title 692571 for the fee simple estate.	LINZ (Treaty Settlements Landbank)
6 Wilson Place, Waitangi, Chatham Islands	0.1142 hectares, more or less, being Lot 2 DP 49761. Part record of title WN56A/20 for the fee simple estate.	LINZ
7 Wilson Place, Waitangi, Chatham Islands	0.1248 hectares, more or less, being Lot 5 DP 49761. Part record of title WN56A/20 for the fee simple estate.	LINZ
9 Wilson Place, Waitangi, Chatham Islands PF1117	0.1128 hectares, more or less, being Lot 4 DP 49761. All record of title WN44A/633 for the fee simple estate.	LINZ (Treaty Settlements Landbank)
Hight Place, Waitangi, Chatham Islands PF1107	3.4219 hectares, more or less, being Part Kekerione 1 62 Block. All record of title WN54C/73 for the fee simple estate.	LINZ (Treaty Settlements Landbank)

- If an agreement as set out above is reached, this note will be removed and replaced, in the deed of settlement for signing, by the standard deferred selection terms and conditions for Treaty settlement redress for the relevant properties. The draft settlement bill will also be updated as necessary.
- If an agreement as set out above is not reached before the deed of settlement is signed, the Minister for Treaty of Waitangi Negotiations will make final decisions on the allocation of the six properties set out above and this note will be removed and the deed and bill will be amended to include the allocated properties as per the previous bullet point.]

SHARED RFR WITH NGĀTI MUTUNGA O WHAREKAURI

6.3 In clauses 6.4 to 6.5, **commencement date** means the earlier of –

6.3.1 the date that is 36 months after the settlement date; and

6.3.2 the Ngāti Mutunga o Wharekauri settlement date.

6.4 The governance entity and the Ngāti Mutunga o Wharekauri governance entity are to have a shared right of first refusal in relation to the RFR land, being:

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.4.1 land within the RFR area that on the commencement date –
- (a) is vested in the Crown; or
 - (b) the fee simple for which is held by the Crown; and
- 6.4.2 land listed in the attachments as RFR land that on the commencement date is held in fee simple by the Canterbury District Health Board.
- 6.5 The shared right of first refusal is –
- 6.5.1 to be on the terms provided by sections 84 to 117 of the draft settlement bill; and
- 6.5.2 in particular, to apply –
- (a) for a term of 179 years from the commencement date; but
 - (b) only if the RFR land is not being disposed of in the circumstances provided by sections 94 to 104 or under a matter referred to in section 105(1) of the draft settlement bill.
- 6.6 The settlement legislation will provide that –
- 6.6.1 any shared right of first refusal the Ngāti Mutunga o Wharekauri governance entity may have in accordance with clause 6.4 is subject to the Ngāti Mutunga o Wharekauri settlement legislation being passed approving those rights; and
- 6.6.2 the rights in clause 6.6.1 shall commence on and from the Ngāti Mutunga o Wharekauri settlement date.

DEED OF SETTLEMENT

7 SHARED REDRESS

- 7.1 It is intended that Moriori will be a party to a shared redress deed between themselves, the Crown and Ngāti Mutunga o Wharekauri.
- 7.2 The Crown owes Moriori a duty consistent with the principles of the Treaty of Waitangi to negotiate a shared redress deed in good faith.
- 7.3 The Crown intends to work with Moriori and Ngāti Mutunga o Wharekauri to give effect to the proposal set out in clauses 7.5, 7.6 and 7.7.
- 7.4 The parties acknowledge while the Crown is negotiating a shared redress deed in good faith, the Crown is not in breach of this deed if that deed is not agreed by Moriori, Ngāti Mutunga o Wharekauri and the Crown.
- 7.5 The agreement in principle listed the following properties that, subject to the terms and conditions in that agreement, are to be vested in equal shares in the governance entity and the Ngāti Mutunga o Wharekauri governance entity as tenants in common:
- 7.5.1 Te Whanga Lagoon and related sites:
 - 7.5.2 Site 110, ex Wharekauri Station:
 - 7.5.3 Site 111, ex Wharekauri Station:
 - 7.5.4 Site 112, ex Wharekauri Station:
 - 7.5.5 Site 113, ex Wharekauri Station:
 - 7.5.6 Site 114, ex Wharekauri Station:
 - 7.5.7 Tikitiki Hill Conservation Area – white house (land and buildings):
 - 7.5.8 Tikitiki Hill Conservation Area – southern site:
 - 7.5.9 Tikitiki Hill Conservation Area – paddocks; and
 - 7.5.10 Tikitiki Hill Conservation Area – conical hill.
- 7.6 Subsequent to the agreement in principle being signed it was proposed that the Kaingaroa School site (land only) be a sale and leaseback property to be shared with Ngāti Mutunga o Wharekauri. Such redress would be subject to equivalent terms and conditions as those relating to school sites in the agreement in principle.
- 7.7 The agreement in principle also listed the following redress to be shared by the governance entity and the Ngāti Mutunga o Wharekauri governance entity:

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DEED OF SETTLEMENT

7: SHARED REDRESS

- 7.7.1 establishment of the Te Whanga Management Board: and
- 7.7.2 establishment of a Joint Planning Committee of the Chatham Islands Council.
- 7.8 If, within 36 months after the settlement date, Moriori and Ngāti Mutunga o Wharekauri have not signed the shared redress deed, the Crown will consider if there are other ways to give effect to the redress described in clauses 7.5 and 7.6.
- 7.9 If, within 12 months after the settlement date, Moriori and Ngāti Mutunga o Wharekauri have not signed the shared redress deed, the Crown will explore other ways to establish the Te Whanga Management Board and Joint Planning Committee while still providing for Moriori and Ngāti Mutunga o Wharekauri representation and participation.
- 7.10 The Crown acknowledges that the transfer of the shared redress properties for any purpose other than as shared redress for Moriori and Ngāti Mutunga o Wharekauri would be inconsistent with both clauses 7.2 and 7.3, unless alternative arrangements are otherwise agreed by the Crown, Moriori, and Ngāti Mutunga o Wharekauri.
- 7.11 In this part 7, –
- 7.11.1 **shared redress deed** means the deed referred to in clause 7.1; and
- 7.11.2 **shared redress properties** means the properties referred to in clauses 7.5 and 7.6.

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DEED OF SETTLEMENT

8 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 8.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 8.2 The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.
- 8.3 The draft settlement bill proposed for introduction to the House of Representatives –
 - 8.3.1 must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
 - 8.3.2 must be in a form that is satisfactory to Moriori and the Crown.
- 8.4 Moriori and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 8.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 8.6 However, the following provisions of this deed are binding on its signing:
 - 8.6.1 clauses 8.4 to 8.10:
 - 8.6.2 [to be completed].

EFFECT OF THIS DEED

- 8.7 This deed –
 - 8.7.1 is “without prejudice” until it becomes unconditional; and
 - 8.7.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 8.8 Clause 8.7.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

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DEED OF SETTLEMENT

8: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

TERMINATION

- 8.9 The Crown or the governance entity may terminate this deed, by notice to the other, if –
- 8.9.1 the settlement legislation has not come into force within 30 months after the date of this deed; and
 - 8.9.2 the terminating party has given the other party at least 40 business days notice of an intention to terminate.
- 8.10 If this deed is terminated in accordance with its provisions –
- 8.10.1 this deed (and the settlement) are at an end; and
 - 8.10.2 subject to this clause, this deed does not give rise to any rights or obligations; and
 - 8.10.3 this deed remains “without prejudice”; but
 - 8.10.4 the parties intend that the on-account payment is taken into account in any future settlement of the historical claims.

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DEED OF SETTLEMENT

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 Moriori, 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

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DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

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

- (a) Wai 64 – Moriori claim (Maui Solomon):
- (b) Wai 308 – Moriori Tchakat Henu claim (Garry Alister Solomon):
- (c) Wai 417 – Moriori claim (Benjian Solomon); 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 Moriori or a representative entity.

9.3 However, historical claims does not include the following claims:

9.3.1 a claim that a member of Moriori, or a hunau, hapū, or group referred to in clause 9.6.2, 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 9.6.1:

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.

9.5 To avoid doubt, this settlement does not affect the right of any group to apply for recognition of customary interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

MORIORI

9.6 In this deed, **Moriori** means –

9.6.1 the collective group composed of individuals who descend from a Moriori karapuna; and

9.6.2 every hunau, hapū, or group to the extent that it is composed of individuals referred to in clause 9.6.1; and

9.6.3 every individual referred to in clause 9.6.1.

9.7 For the purposes of clause 9.6.1 –

9.7.1 a person is **descended** from another person if the first person is descended from the other by –

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DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

- (a) birth; or
- (b) legal adoption; or
- (c) Moriori customary adoption in accordance with tikane Moriori (Moriori customary values and practices); and

9.7.2 **Moriori karapuna** means an individual who:

- (a) exercised customary rights by virtue of being descended from:
 - (i) Rongomaiwhenua; or
 - (ii) Rongomaitere; or
 - (iii) a recognised karapuna of any of the descent groups of Moriori; and
- (b) exercised customary rights predominantly in relation to the area of interest.

9.7.3 **customary rights** means rights according to tikane Moriori, including –

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

9.8 In this deed –

9.8.1 **mandated negotiators** means:

- (a) the following individuals:
 - (i) Maui Ashley Solomon, Manukau, Rēkohu (Chatham Islands), Executive Chair Hokotehi Moriori Trust;
 - (ii) Paul Te Teira Solomon, Mosgiel, Health and Safety Inspector;
 - (iii) Thomas Henry Lanauze, Te One, Rēkohu (Chatham Islands), farmer and contractor;
 - (iv) Grace Ngaroimata LeGros, Naumai, Northland, Manager, Mauri Ora ki Ngāti Whātua Inc.; or

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DEED OF SETTLEMENT

9: GENERAL, DEFINITIONS, AND INTERPRETATION

- (b) if one or more individuals named in paragraph (a) dies, or becomes incapacitated, the remaining individuals; and

9.8.2 **mandated signatories** means the following individuals:

- (a) Maui Ashley Solomon, Manukau, Rēkohu (Chatham Islands), Executive Chair Hokotehi Moriori Trust:
- (b) Paul Te Teira Solomon, Mosgiel, Health and Safety Inspector:
- (c) Thomas Henry Lanauze, Te One, Rēkohu (Chatham Islands), farmer and contractor:
- (d) Grace Ngaroimata LeGros, Naumai, Northland, Manager, Mauri Ora ki Ngāti Whātua Inc.

ADDITIONAL DEFINITIONS

9.9 The definitions in part 6 of the general matters schedule apply to this deed.

INTERPRETATION

9.10 Part 7 of the general matters schedule applies to the interpretation of this deed.

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DEED OF SETTLEMENT

SIGNED as a deed on [date]

SIGNED for and on behalf
of **MORIORI** by
the mandated signatories in the
presence of –

Maui Ashley Solomon

Paul Te Teira Solomon

Thomas Henry Lanauze

Grace Ngaroimata LeGros

WITNESS

Name:

Occupation:

Address:

SIGNED by [the trustees of the
MORIORI IMI SETTLEMENT TRUST] in
the presence of –

[name]

[name]

WITNESS

Name:

Occupation:

Address:

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DEED OF SETTLEMENT

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

The Minister for Treaty of Waitangi
Negotiations in the presence of –

Hon Andrew James Little

WITNESS

Name:

Occupation:

Address:

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

Hon Grant Murray Robertson

WITNESS

Name:

Occupation:

Address:

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