

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

DEED OF SETTLEMENT OF
HISTORICAL CLAIMS

14 February 2020

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DEED OF SETTLEMENT

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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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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.