

## **Terms of Negotiation between the Crown and Hokotehi Moriori Trust**

### **Purpose of these terms of Negotiation**

1. These terms of negotiation set out the scope, objectives, and general procedures for the negotiations between the Crown (as defined in clause 9) and the Hokotehi Moriori Trust ("Hokotehi") on behalf of Moriori (as defined in clause 6) for the settlement of Moriori Historical Claims (defined in clause 8).
2. This document records the stated intentions of the Crown and Hokotehi including the intention to negotiate in good faith, confidentially and without prejudice. This document is not legally binding and does not create a legal relationship.

### **Guiding Principles of Negotiations**

3. At the heart (or manawa) of Moriori culture is living in peace with one another and sharing the resources of the land and sea. It is this taonga of peace and sharing that is the enduring legacy of Moriori karapuna and their gift to present and future generations of Moriori. It is this legacy that is the inspiration and beacon for these negotiations that will help guide the building of a better future for Moriori people and the Rekohu community.

### **Objectives of Negotiations**

4. The Crown and Hokotehi agree that the objectives of the negotiations will be to:
  - a achieve a settlement that provides a platform for affirming the identity and mana of Moriori, tchakat henu of Rekohu;
  - b negotiate in good faith a comprehensive, final and durable settlement of all the Moriori Historical Claims, which is fair in the circumstances;
  - c achieve a settlement that will not diminish or in any way affect any rights that Moriori have arising from te Tiriti o Waitangi/the Treaty of Waitangi and its principles, or extinguish any aboriginal or customary rights that Moriori may have;
  - d achieve a settlement that recognises the nature and extent of the breaches of the Crown's obligations to Moriori under te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - e achieve a settlement which provides mechanisms for an ongoing relationship between the parties based on the principles of te Tiriti o Waitangi/the Treaty of Waitangi;

- f achieve a settlement that will restore the honour of the Crown; and
  - g demonstrate and record that both parties have acted honourably and reasonably in negotiating the settlement.
5. The Crown acknowledges that Moriori view the settlement as a means of enhancing Moriori social, cultural and political development and to assist Moriori to develop their economic base. The Crown acknowledges that Hokotehi aim to reach a settlement that contributes to the physical and spiritual nourishment of present and future generations of Moriori.

### **Definition of Moriori**

6. A Moriori claimant means those persons of Moriori descent (whether or not they are registered members of the Hokotehi Moriori Trust) who can hokopapa back to a Moriori karapuna who is a descendent of Rongomaiwhenua and/or Rongomaitere and who has links to ahi kaa of Rekohu/Rangiauria; and/or those who have satisfied the Hokopapa Criteria in accordance with the Hokotehi Trust Deed dated 19 April 2001.
7. The detail of the definition of Moriori may be developed further over the course of negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

### **Definition of Moriori Historical Claims**

8. Moriori Historical Claims are all claims made at any time (whether or not the claims have been researched, registered or notified) by any Moriori claimant or anyone representing them that:
- a are founded on rights arising from te Tiriti o Waitangi/the Treaty of Waitangi or its principles, or founded on rights arising under legislation, or at common law (including customary law or aboriginal title), or from a breach of fiduciary duty, or otherwise arising; and
  - b arising from, or relating to, acts or omissions before 21 September 1992 (that is, are historical):
    - i. by or on behalf of the Crown; or
    - ii. by or under legislation; and
  - c include the historical components of every claim to the Waitangi Tribunal to which clauses 5(a) and 5(b) apply, including:
    - Wai 64;
    - Wai 308;
    - Wai 417; and
    - Wai 262 (insofar as it relates to Moriori Historical Claims).

## **Definition of the Crown**

9. The Crown:
- a means Her Majesty the Queen in right of New Zealand; and
  - b includes all Ministers of the Crown and all government departments; but
  - c does not include-
    - i. an Office of Parliament; or
    - ii. a Crown entity; or
    - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

## **Mandate to Negotiate**

10. Attached is the Deed of Mandate (Appendix 1), which confirms that the Hokotehi Moriori Trust has the mandate to represent Moriori claimants in negotiations with the Crown for the settlement of Moriori Historical Claims.
11. Attached is the Crown's letter (Appendix 2), recognising Hokotehi's mandate for the purpose of Moriori Treaty settlement negotiations with the Crown.
12. Hokotehi have elected the following people to represent the Trust in negotiations with the Crown:
- i. Maui Solomon;
  - ii. Alfred Preece Jnr; and
  - iii. Shannon Peni.
13. If representation issues arise during negotiations that cannot be resolved by agreement within Moriori, the Crown will discuss further with Hokotehi about how to proceed, and assist as it considers appropriate.
14. Hokotehi agree to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to advise Hokotehi of any correspondence it receives about Hokotehi's mandate.

## **Subject Matter for Negotiation**

15. Hokotehi and the Crown agree:
- a that during the course of negotiations they will aim to agree on the nature and extent of Hokotehi's Tiriti o Waitangi/ Treaty of Waitangi historical grievances and any Crown breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

- b that the Crown will acknowledge and apologise for any breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles as part of a settlement.
16. The list of subject matters to be discussed will include the following categories of redress:
- The Crown's Apology and Acknowledgements;
  - Cultural redress; and
  - Financial and Commercial redress.
17. The parties will together identify and agree upon subject matters to be negotiated. Any party may raise for discussion and negotiation subject matters in addition to those agreed upon.

### **Negotiation Milestones**

18. Hokotehi and the Crown agree that the general milestones in negotiations will include, but not necessarily be limited to:
- a Agreement in Principle  
  
Outlines the scope and nature of the settlement of Moriori Historical Claims, which will be recorded in the Deed of Settlement.
  - b Initialled Deed of Settlement  
  
Hokotehi and Crown negotiators initial the Deed of Settlement, which will set out the terms and conditions of settlement of Moriori Historical Claims.
  - c Ratification  
  
The initialled Deed of Settlement will be presented to Moriori for ratification. A governance entity structure will also be presented to Moriori for ratification before the settlement legislation can be introduced.
  - d Deed of Settlement signed if ratified  
  
If Moriori ratify the Deed of Settlement (in a manner to be agreed), the Deed of Settlement will be signed on behalf of Moriori, and by a representative of the Crown.
  - e Governance Entity and Settlement legislation  
  
The settlement of Moriori Historical Claims will be effective once a suitable governance entity is identified and ratified to hold the settlement assets and the required settlement legislation receives the Royal Assent.

## **What the Settlement of Moriori Historical Claims will Enable**

19. Hokotehi and the Crown agree that the settlement of Moriori Historical Claims will enable:
  - a final settlement of all Moriori Historical Claims, and will release and discharge the Crown of all obligations and liabilities in respect of them;
  - b the discontinuance of the Office of Treaty Settlements landbank for the protection of potential settlement properties for Moriori;
  - c the removal of any resumptive memorials from the titles of land subject to the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection for claims by Moriori against the Crown to be removed;
  - d the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims of Moriori, the Deed of Settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and
  - e discontinuance of legal proceedings in relation to Moriori Historical Claims.

## **Communication**

20. Hokotehi and the Crown will each ensure regular and appropriate internal consultation procedures throughout the negotiations.

## **Overlapping Claims**

21. Hokotehi and the Crown agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to Moriori as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
22. Hokotehi and the Crown note that in areas where there are overlapping claims, the Crown encourages claimant groups to discuss their interests with neighbouring groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be managed. The Crown will carry out its own consultation with overlapping claimants.

23. Hokotehi and the Crown will at an early stage in the negotiation process discuss the nature and extent of the interests of overlapping claimants in the Moriori area of interest. Hokotehi will make reasonable endeavours at an early stage to assist the Crown in resolving overlapping claims issues.

#### **Not Bound until Deed of Settlement**

24. Hokotehi and the Crown acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is without prejudice and will not be binding until embodied in a Deed of Settlement.

#### **Governance Structure for Settlement Assets**

25. Hokotehi and the Crown agree that an appropriate legal entity ratified (in a manner to be agreed between the parties) by Moriori that adequately represents all Moriori claimants, has transparent decision making and dispute resolution processes, and is accountable to Moriori, will need to be in place prior to settlement to receive settlement assets.

#### **Claimant Funding**

26. Hokotehi and the Crown note that the Crown makes a contribution to the negotiation costs of Hokotehi, which is paid in instalments for the achievement of specified milestones in the negotiation process.
27. Hokotehi will provide the Crown with independently audited accounts annually for the claimant funding that it receives from the Crown, identifying that the funding has been spent on the negotiations. Invoices will be available for each instalment of funding received from the Crown.

#### **Waive Other Avenues of Redress**

28. Hokotehi and the Crown agree that during these negotiations neither party will pursue or initiate, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as these negotiations.

#### **Procedural Matters**

29. Hokotehi and the Crown agree that:
- a negotiations will be on a “without prejudice” basis and will be conducted in good faith and in a spirit of co-operation;

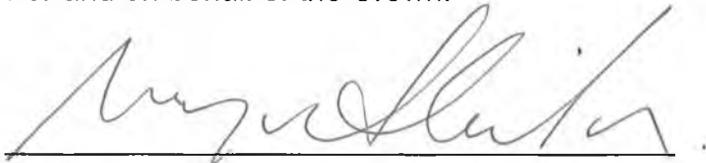
- b negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;
- c both parties reserve the right to withdraw from negotiations if they become untenable;
- d media statements concerning the negotiations will only be made when mutually agreed by both parties;
- e Hokotehi will report regularly to the Crown on the steps taken to consult with and inform Moriori of the progress of the negotiations; and
- f the location of meetings will be suitable and convenient to both parties.

### Amendments

30. Hokotehi and the Crown acknowledge that it may be necessary to amend these terms of negotiation from time to time and agree that no amendment is effective until approved by both parties and recorded in writing.

SIGNED THIS 26<sup>th</sup> DAY OF July 2004

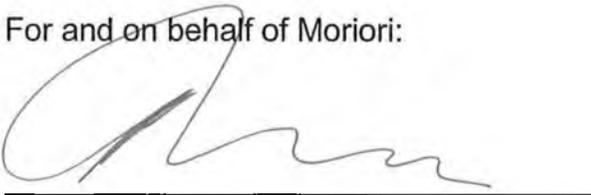
For and on behalf of the Crown:



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Hon Margaret Wilson, Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of Moriori:



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Maui Solomon, Chairperson of Negotiation Team and Hokotehi Moriori Trustee

Alfred N Preece 5th of August 2004

Alfred Preece Jnr, Negotiator and Chairperson of Hokotehi Moriori Trust



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Shannon Peni, Negotiator and Hokotehi Moriori Trustee

*APPENDIX ONE*

*Deed of Mandate*

# **HOKOTEHI MORIORI TRUST**

## **Deed of Mandate for Moriori**

**To Negotiate and Settle Claims under the  
Treaty of Waitangi**

**Wai 64, 308 and 417**

## DEED OF MANDATE

### Introduction

1. The undersigned as representatives of the Hokotehi Moriori Trust ("the Trust") agree the following as a Deed of Mandate for negotiating the settlement of all the historical claims of the Moriori people including (but not limited to) claims to land, and other natural resources, cultural and intellectual property, and all other taonga, and for negotiating compensation for breaches by the Crown of the Treaty of Waitangi and the principles of the Treaty as described in this Deed.

### Definition of claimant community

2. In this Deed, the terms "claimants" and "Moriori" mean all those persons of Moriori descent (whether or not they are registered as members of the Hokotehi Moriori Trust) who can Hokopapa back to the founding Moriori ancestor(s) Rongomaiwhenua and/or Rongomaitere and who satisfy the Hokopapa Criteria set out in Appendix One of the Deed of Trust of the Hokotehi Moriori Trust dated 19 April 2001, and any subsequent amendments. The Deed of Trust is attached as **Appendix 1**.

### Geographical area covered by the claims

3. The claimants will negotiate with the Crown a comprehensive settlement of all historical claims by the Moriori people with particular reference to events which occurred on Rekohu (Chatham Islands). Due to the diaspora of Moriori following their enslavement, the claims may also relate to events which occurred on Pitt Island (Rangiaotea), the Auckland Islands, and certain parts of mainland New Zealand, although Moriori claims in relation to the return of land will be restricted to the Chatham Islands.

### Claims to be negotiated

4. For the purposes of this Deed the Moriori claims mean all claims known or unknown, registered or unregistered by any Moriori claimant and founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, legislation, common law (including aboriginal title), fiduciary duty or otherwise, arising out of or relating to acts or omissions before 21 September 1992 by or on behalf of the Crown or by or under legislation. This includes WAI 64, 308 and 417.
5. Specific breaches/losses to be negotiated include (but are not limited to) the following:
  - (a) Loss of identity as a people;
  - (b) Loss of land;
  - (c) Loss of culture and heritage;
    - (i) Language;

- (ii) Traditional knowledge base;
- (iii) Other
- (d) Failure to protect Moriori from enslavement;
- (e) Te Whaanga Lagoon;
- (f) Alienation from off-shore islands;
- (g) Customary harvesting rights;
- (h) Cultural materials including whalebone, feathers etc;
- (i) Cultural and intellectual heritage and property rights.

**Mandated representatives/mandated body**

6. Hokotehi Moriori Trust has a mandate from the Moriori people to represent them in negotiations with the Crown regarding the claims referred to in clauses 3-4. The current Interim Trustees of the Trust are Alfred Preece (Chair), Barrie Eyles (Deputy Chair), Dennis Solomon, Julie Scrimgeour, Frank Harvey, Maui Solomon, Peter Tuanui and Shirley King. The Trust can be contacted by writing to the Office Manager at PO Box 188, Waitangi, Chatham Islands.
7. The Trust shall appoint Negotiators to negotiate with the Crown on behalf of the Trust. The Negotiators shall include trustees of the Trust, and (if necessary) such other suitably qualified persons to be appointed by the Trust to assist with the negotiations.
8. The Trust shall notify Moriori of the names of the Negotiators once they are appointed.
9. The Negotiators shall be accountable to the Trust, and shall report directly to the full board of trustees of Hokotehi Moriori Trust who shall report on a regular basis to all Moriori on the progress of the negotiations.
10. The Trust shall have the power to appoint and remove Negotiators.
11. In the event that Moriori are not satisfied with how negotiations are proceeding they can raise their concerns directly with the Trust with a view to resolving any such concerns. If resolution is not achieved, the members can call for a special general meeting and move a resolution to remove some or all the negotiators.

**How the mandate was obtained**

*Unity between existing tribal organisations*

12. Until the establishment of Hokotehi in April 2001, Moriori people had been represented by two separate tribal organisations, being:

- (a) Te Iwi Moriori Trust Board, a duly registered charitable trust under the Charitable Trusts Act 1957 ("Te Iwi"); and
  - (b) Moriori Tchakat Henu Association of Rekohu Trust Incorporated, an unregistered charitable trust constituted by deed dated 5 November 1995 ("Tchakat").
13. The division between Te Iwi and Tchakat was not seen as conducive to achieving unity among Moriori and as a consequence of this, various attempts were made over the years to unify Te Iwi and Tchakat. A significant meeting for Moriori was held on the Chatham Islands on 22 September 2000 between the trustee representatives of both Te Iwi and Tchakat. It was unanimously agreed at the meeting that both Te Iwi and Tchakat would unite to form a single organisation that would be recognised by Moriori as the one representative body of all Moriori.

*Kotahi Moriori Committee (KMC)*

14. Following that meeting, Te Kotahi Moriori Committee ("KMC") was formed in order to bring about the unification of Te Iwi and Tchakat. It was agreed that, in order to maintain balance, KMC would consist of three representatives from each of Te Iwi and Tchakat. KMC convened its first meeting in Wellington on 2 October 2000. At this meeting, the terms of reference of KMC were decided as being:
- (a) The sole purpose of the KMC would be to achieve unity between Te Iwi and Tchakat.
  - (b) KMC members had a mandate to make decisions pertaining to the goal of unification of Te Iwi and Tchakat;
  - (c) Each decision made by KMC in the process of unification would not require the ratification of either Te Iwi or Tchakat.
15. KMC met on several occasions in the latter part of 2000 and determined a number of significant issues affecting all Moriori. These meetings resulted in decisions to:
- (a) form a new representative body for Moriori; and, consequently, to
  - (b) wind-up Te Iwi and Tchakat once the new representative body was created.
16. KMC engaged the services of consultants to assist it in developing a draft trust deed for the new unified organisation, which was to be voted on by all Moriori. At that stage the new entity (yet to be formed) was known as Te Kotahi Moriori Trust, but this name later changed to Hokotehi Moriori Trust.
17. At a further meeting of KMC conducted on 20 November 2000, it was agreed that the initial six members of KMC should be increased to ten members, (an additional two from each of Te Iwi and Tchakat) and that these ten members

should be the interim trustees of the new Hokotehi Moriori Trust until elections could be held.

*Hui-a-Moriori giving authority to establish Hokotehi*

18. In January and February 2001, a series of three hui-a-iwi were held at Taupo, Temuka and Rekohu whereby Moriori:

- (a) confirmed the authority of the members of KMC to act:
  - (i) with autonomy from Te Iwi and Tchakat; and
  - (ii) in a manner befitting their role as the initial trustees of Hokotehi; and

(b) voted overwhelmingly in favour of the following resolutions:

- "(a) *The Trustees and members of Te Iwi Moriori Trust Board/Moriori Tchakat Henu Association of Rekohu wholeheartedly endorse the establishment of a united trust to represent the interests of Moriori from this day forward;*
- (b) *The trustees and members of the above Trusts approve the Trusts' members of the Kotahi Moriori Committee to settle and ratify the Trust Deed as presented to and amended by (if required) this hui;*
- (c) *That the transfer of all assets, obligations and taonga of the two Trusts be settled upon Te Kotahi Moriori Trust;*
- (d) *The Trustees of Te Iwi Moriori Trust Board/Moriori Tchakat Henu Association of Rekohu are to take such steps as are necessary for the winding up of the respective Trusts:*

*Subject to:*

- (e) *Te Kotahi Moriori Trust receiving confirmation of its charitable status from the Inland Revenue Department;*
- (f) *Both the Te Iwi Moriori Trust Board and Moriori Tchakat Henu Association of Rekohu resolving to act in accordance with the above resolutions".*

19. The three Hui also discussed and voted on, clause by clause, the draft trust deed for the new unified body.

*Hokotehi Moriori Trust formed*

20. On 19 April 2001 the trust deed of Hokotehi was adopted by the KMC resulting in the official formation of Hokotehi, as an unincorporated body with the mandate to represent all Moriori. Of the ten KMC members, there are now eight remaining as the interim trustees of Hokotehi.

21. In December 2002, Te Iwi and Tchakat were formally placed into liquidation by Court order, and all net assets of the organisations, as well as all cultural taonga are transferred to Hokotehi.

22. The Hokotehi Moriori Trust was incorporated pursuant to the Charitable Trusts Act 1957 on 3 June 2003. The certificate of incorporation is attached as **Appendix 2**.

*Hokotehi seeks the mandate to negotiate Treaty of Waitangi claims*

23. Hokotehi convened a series of three Hui-a-Moriiori held during March-April 2003, whereupon all those of Moriiori descent were entitled to participate and cast their vote as to their choice for their mandated representative.
24. Advertisements placed by Hokotehi Moriiori Trust on 15 and 18 January 2003 and on 19 and 22 March 2003 in the following newspapers: Timaru Herald, The Chatham Islander, Dominion Post, New Zealand Herald, Christchurch Press, Hawkes Bay Today, Nelson Evening Mail, Southland Times, and the Wanganui Chronicle. In addition, advertisements were broadcast on Mana News and Chatham Island TV. An example of the newspaper advertisement (the text of which was the same for all advertisements) is attached as **Appendix 3**.
25. A kerere (notice) was sent to all those on the address lists of Hokotehi Moriiori Trust. Those address lists were compiled from registration lists of Te Iwi and Tchakat and were not restricted to registered members of Hokotehi. A copy of the kerere (panui) which also includes a copy of the agenda for the hui is attached as **Appendix 4**. It gave notice that, at the hui, the Trust would be:
- “Setting a date for the First Trustee Elections later this year;
- Reporting and updating all Moriiori on progress made over the past two years to unify the two Moriiori organisations;
- Seeking a mandate to represent Moriiori and to negotiate a comprehensive settlement of all historical Treaty claims with the Crown.”
26. The timetabling of the Hui-a-Moriiori was governed by the processes set out in the Hokotehi Deed of Trust, which requires 42 days’ notice to all those wishing to put forward resolutions to the floor. The timing of the hui was scheduled to allow full preparation by participants for the upcoming hui, including the submitting of resolutions by Moriiori;
27. In order to obtain the best possible coverage of those of Moriiori descent, and to ensure that all had an opportunity to attend at least one of the hui, the Trust met the costs of three separate Hui-a-Moriiori:
- (a) Arowhenua Marae, Temuka on 22-23 March 2003;
  - (b) Mihiroa Marae, Hastings on 29-30 March 2003; and
  - (c) Te Kopinga Marae, Chatham Islands on 12-13 April 2003.
28. To ensure transparency, the agenda for each hui-a-Moriiori was made available to all participants and each report was summarised. In addition, the text of resolutions and issues put forward by Moriiori for discussion were included in full.

29. The hui-a-Moriiori reported to all Moriiori on the activities of the Trust, given that this was the first opportunity to report back to Moriiori since the Hui-a-Iwi in early 2001. The reports addressed education, fishing, conservation, the marae project, the work of the hokopapa unit and other general business. Importantly, the hui made available for inspection three bound volumes (three sets of each) of all expenditure and invoices, and receipts of the Trust, including when it was the Kotahi Moriiori Committee. The Trust's financial adviser addressed each hui with a power point presentation on the financial state of the Trust and answered questions from members. Voters were therefore fully appraised of the Trust and its activities.
30. A power point presentation on the negotiations process, the Treaty of Waitangi claim, the mechanics of a deed of mandate, and what the vote for a mandated representative entailed, was made at each of the three Hui.. Questions were asked and answered. A copy of the PowerPoint presentation is attached as **Appendix 5**.
31. The Trust is satisfied that the vote on the mandate issue was undertaken after a full disclosure and presentation to the participants at the hui of all the information necessary to enable voters to decide the suitability or otherwise of Hokotehi Moriiori Trust to receive a mandate to undertake negotiation and settlement of the claims.
32. All Moriiori who had sought to raise issues or resolutions from the floor were provided the opportunity to speak to their papers, and all did so.
33. The three Hui-a-Moriiori were videotaped, and a draft set of minutes was taken for each hui. Those draft minutes were then collated into a composite set of minutes which have since been ratified by trustees of Hokotehi at a telephone conference on 10 July 2003 as a true and correct record. The extract of the minutes from the three hui relating to the mandate issue is attached as **Appendix 6**.
34. A representative from Te Puni Kokiri was present at each hui as an observer.
35. Benjian Rehe Solomon was invited to address the hui at Te Kopinga Marae in relation to his Wai 417 claim. He made a presentation and was asked questions.

*The voting process*

36. It was explained to each hui that:
  - (a) All Moriiori, whether registered with the Hokotehi Moriiori Trust or not registered, are entitled to vote on the issue of mandate;
  - (b) For those who attend more than one hui, you can only vote once;
  - (c) There are no proxy votes available for those who are unable to attend the hui and no postal votes will be accepted. It was regarded that it was important for those who are casting their vote on mandate to have heard in detail the mandating process, and the work of Hokotehi Moriiori Trust so that they can be fully informed before their vote;

- (d) All votes will be held in the official voting box, which will then be counted and the results made known to Moriori members;
- (e) All those who cast their votes will have their names validated against the hokopapa criteria as being of Moriori descent. This applies whether or not you are a registered member of the Trust;
- (f) It was made clear that the vote is for the organisation – the Hokotehi Moriori Trust – and not individuals or individual trustees;
- (g) Because a priority of the Hokotehi Moriori Trust is for trustee elections to be held as soon as possible it was envisaged that the actual negotiations with the Crown are likely to be undertaken or completed by the elected trustees, or their appointed representatives;
- (h) All votes will be accepted right up until the end of the last hui – the ballot box is open throughout the hui and votes do not need to be cast immediately.

37. The participants at the hui-a-Moriori were asked to vote on the following resolution:

**“It is hereby resolved that Hokotehi Moriori Trust  
be given the mandate to pursue the negotiations and settlement  
of the Moriori Treaty of Waitangi claim with the Crown.”**

38. A copy of the voting paper is attached as **Appendix 7**. Copies of attendances lists for each of the three hui are attached as **Appendix 8**.

*How the votes were processed*

39. The voting process was overseen by an official scrutineer, a legal adviser to the Trust. He had possession of all voting forms. The Hokopapa Unit, a committee of the Trust, applied the hokopapa criteria contained in Appendix One of the Trust Deed to those names of those who had voted to determine that they were of Moriori descent. The results of the vote are set out in the table below.

*Voting results*

Hui	Votes Cast	Invalid	Not Moriori	Verified Moriori	For	Against
Arowhenua	35	0	1	34	34	0
Mihiroa	21	0	5	16	16	0
Te Kopinga	19	2	1	16	16	0
<b>Total</b>	<b>75</b>	<b>2</b>	<b>7</b>	<b>66</b>	<b>66</b>	<b>0</b>

40. The results were declared by the official scrutineer to the Trust, which resolved at its meeting of 29 June 2003 that the results were true and correct.

**Decision making powers and rules on eligibility for membership**

41. This Deed of Mandate recognises that all those who have suffered the grievance need to be involved in the decision making processes of the mandated body should they choose to do so, and eligible to register as a beneficiary of the settlement. Particular reference is made to the following clauses of the Deed of Trust:
- (a) In terms of the ability of descendants of those who have suffered the grievance to participate in decision making processes, refer to Clauses 9-15 of the Deed;
  - (b) In terms of those eligibility rules to register as a beneficiary under the settlement, refer to Clause 9 and Appendix 1 of the Deed.
42. The Deed of Trust provides a range of opportunities for members to participate in the decision making processes of the Trust. Membership of the Trust fall into the following categories:
- (a) Kaumatua, as members of the Kaumatua Advisory Council (clause 10);
  - (b) Youth, as members of the Rangitahi Komiti (clause 11);
  - (c) Registered Members (with voting rights);
  - (d) Affiliated members (non-voting rights);
  - (e) Whangai (non-voting rights unless they are also of Moriori descent).
43. Members of the Trust have the ability to participate in the following decision making processes of HMT:
- (a) Annual hui (clause 12);
  - (b) Special general meetings (Hui a Moriori) (clause 13);
  - (c) Other hui called by the trustees from time to time. For example in relation to the progress of negotiations with the Crown.

#### **Accountability**

44. Hokotehi Moriori Trust as the mandated body will report regularly to the wider claimant community through newsletters and hui. Hokotehi Moriori Trust will not have the authority to conclude a settlement with the Government until they have presented the proposed settlement to the Moriori claimant community and have received the ratification of the proposed settlement by the claimant community through properly notified hui and postal ballot.
45. The mandate may be withdrawn from Hokotehi Moriori Trust by the convening of a special general meeting called for that purpose under clause 13 of the Trust Deed.

**The Crown may make the Deed of Mandate and supporting material available to any member of the wider group**

46. The Trust agrees to the Crown making the Deed of Mandate known through a public notification process, and provide the Deed of Mandate, together with supporting information, to members of the claimant community or such other person(s) who may request it. The Crown agrees to consult with trustees of the Trust during this process, provide copies of all public submissions on the Deed to the Hokotehi Moriori Trust and provide the Trust with an opportunity to respond.

#### **Attestation clause**

This Deed of Mandate is signed by the chair of the Hokotehi Moriori Trust for and on behalf of the Interim Trustees of the Trust this        day of        2003:

---

**Alfred Preece**  
**Chair, Hokotehi Moriori Trust**

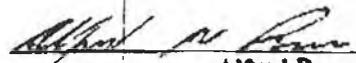
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**Attestation clause**

This Deed of Mandate is signed by the chair of the Hokotehi Moriori Trust for and on behalf of the Interim Trustees of the Trust this 21<sup>st</sup> day of July 2003:

  
Alfred Precoe  
Chair, Hokotehi Moriori Trust

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1

TRUST DEED  
FOR  
HOKOTEHI  
MORIORI TRUST

## Moriori Karakii

### Ka One

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, tu tatau tarea.

No Tu, no Tane, no Rongo, no Tangaroa, 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, tu tatau tarea.

No Tahu, no Moko, no Maroro, no Pakehau, 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, tu tatau tarea.

No Ruanuku, no Taputapu, no Rakeiora, e-ra ia.  
Kei tongia to one, tongia te one e, tareae-i-ae,  
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

E puke, e puta wai, ta ihi, te mana, te ha, te whakaariki.  
Kei tongia te one, tongia te one e, tareae-i-ae,  
Whati te rangi, whati te rangi, tu tatau tareae-i-ae, tu tatau tarea.

No Rongomai-whiti, no Rongomai-rau, no Rongomai-ta-uiho-o-te-rangi.  
No te whakaariki, ko ro Taurira te one,  
Whati te rangi tu tatau tareae-i-ae, tu tatau tarea.

E puke wai, e puta wai, ta ihi, ta mana, te ha, te whakaariki ra-i.  
Kei tongia te one tareae-i-ae, whati te rangi tu tatau tareae-i-ae.  
Whati te rangi tu tatau tarea - no.

*(This karakii is recited at the tohinga or baptism of a Moriori child. It invokes a blessing on the child, that he might grow and prosper to tread the land in the future.)*

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## **Preamble**

### **Te Manawa Moriori**

The following preamble outlines a brief history and some fundamental core values underpinning Moriori culture and philosophy. At the heart (or manawa) of Moriori culture is learning to live in peace with one another and sharing the resources of the land and the sea. It is this taonga of peace and sharing that is the enduring legacy of our karapuna and their gift to present and future generations of our people. It is this legacy that is the inspiration and beacon that will help guide the building of a better future for our people under Te Kotahi Moriori Trust.

### **Hokopapa and Manawa Whenua**

Moriori hokopapa is the aho and kupenga tchakat or the net which binds people and events one to another and to the gods, sky, land and sea. Its purpose and function is to give form, structure and continuity to these things. It is the record of who we are and where we have come from. Moriori hokopapa begins with the gods and continues down to the living. Moriori are connected to the land through their ito (umbilical cord) and whenua (placenta); and through the land back to their gods.

Literally, tchakat or kara henu means people of the earth. On both Rekohu and Rangiauria, some Moriori traditions state that some of their ancestors were "no ro whenua ake" or "sprung from the earth". In other words, they did not migrate to those places from Hawaiki. One part of Rekohu even bears the name of the first Hawaiki, Matawhenua.

The rituals associated with birth and death of Moriori regarded natural processes as important to the spiritual and physical growth of man. For example, karakii accompanied the planting of a tree to commemorate the birth of a child. At death, the image of the person was carved on the tree which could be the same as that which was planted at their birth. This practice affirmed the belief that the ancestors were among the atua who controlled and protected the lives of the living descendants. These customs are an expression of Moriori manawa whenua and tchakat henu status. From birth until death and into the afterlife, the links between the people and the land were nurtured and maintained.

Moriori are tchakat henu tuturu ake (foundation people) by virtue of their ancestors having arrived first or indeed originated in Rangiauria and Rekohu. By hokopapa, the present generation of Moriori trace their ancestry back through Rongomaiwhenua and or Rongomaitere to the Creators.

### **Covenant of Peace**

The abandonment of warfare and killing was an ancient covenant handed down from the earliest Moriori ancestors. The covenant was reaffirmed in the times of the Moriori karapuna, Mu, Rongomaiwhenua, Pakehau and Nunuku. The covenant forbade killing:

"It was passed down to Mu and Wheke, and from them and their descendants to Rongomaiwhenua, and from him to his descendants. You may continue to fight; the meaning of his word was, do not kill."

By abandoning warfare and placing their weapons on the tuahu, Moriori entered into a tohinga or covenant with their gods. It was a unique declaration that from henceforth, only the gods would have power over life and death and not the people. Fighting became ritualised – upon first blood being drawn fighting was to cease. The law of Nunuku and his predecessors thus permitted an outlet for aggression and revenge but stopped short of inflicting the ultimate sanction of death.

From earliest childhood, male children were imbued with the significance of these laws. During the baptismal rites or tohinga of male children, the father or male elder would perform a ceremony by removing the old weapons from the tuahu and returning them once the ritual was complete. In this way, the covenant was renewed and passed on from one generation to the next.

This was and is a very tapu covenant to Moriori. It reaffirms and acknowledges that tuakana (senior) status of the gods as the final arbiters of life and death over the teina (junior) status of human beings.

In 1836, Moriori made the ultimate sacrifice for their beliefs. Leaders, Torea and Tapata urged the gathering at Te Awapatiki to hold fast to the teachings of Nunuku and not to break with the covenant. Like their illustrious forbears, Torea and Tapata were reaffirming and renewing the ancient injunction "Do not kill". To break with it would have been a betrayal of their gods, of their ancestor's wisdom and a complete loss of mana for Moriori as a people.

### **Resource Rights and Tapu**

Moriiori traditionally co-existed in harmony with the sky, land and sea. These natural divisions encompassed and molded the lives of Moriori on Rekohu and Rangiauria for 1000 years. There was a system of complex tapu and ritual that was characterised by an immense respect for the environment and the natural resources within it.

Moriiori understood that the real mana of the land and sea lay not with the people but with the gods of creation. Thus, Ranginui held the mana of the sky; Papatuanuku the mana of the land; Rangitokona held the mana of the forests and propped up the sky with this breath; Tangaroa and Pou the mana of the sea. Moriori did not place themselves above the gods. They paid homage to them and expressed taumaha or thanks giving to the atua for the provisions of hua whenua and hua moana (fruits of the land and sea); the taonga of the gods. In return, they were fed, sheltered and nourished by them both physically and spiritually.

Tribal mana or authority was exercised in a way that first excluded then allowed access by others to the land and marine resources. The Moriori ethos was to share their resources. This was exercised in a manner that recognised the existence of reciprocal rights and obligations of Moriori people with their gods and among

themselves. There was a right to exclude and an obligation to share as illustrated by the stranding of rongomoana or pilot whales.

The acknowledgement of the property right to the stranded whales and the subsequent sharing of that resource amongst the various whanau and hapu groupings on the island was an essential ingredient of kawa Moriori.

### **Mana and Tapu**

The relationship of Moriori to the sea was at the very heart or manawa of their existence on Rekohu. Moriori were not cultivators of land and depended almost entirely on the sea for their livelihood. It is not surprising, therefore, that the most important kaitiaki of the Moriori were the gods of the sea. The connection between the living and the spirit world was not just an abstract concept in Moriori belief. For example, on the death of an important Moriori fisherman or Ariki, the spirit of the departed would enter a rongomoana (pilot whale) and guide a pod of whales to shore to feed his tribe. That spirit would reside in the eye. By ritual, the tohuk would remove the eye and in doing so render the rongomoana whakanoa so it could be divided and eaten. This was a clear demonstration of the tangible link between the living, the dead and the spirit world and illustrates the very tapu nature of Moriori mana moana.

### **Moriori today – The Challenge**

Moriori today derive great inspiration from the wisdom and values as practised by our karapuna. Learning to live in peace and sharing the resources of the land and the sea ensured the survival of the people on their remote Pacific island home for many centuries. These values are as important today for the future prosperity of the community living on Rekohu and Moriori people generally, as they were in our ancestor's times. The challenge for those who have responsibilities under this Trust Deed will be to apply the wisdom and values of the past so as to ensure the physical and spiritual nourishment of present and future generations of Moriori. In this way the legacy of our karapuna will be truly honoured.

### **Recitals**

The Settlor wishes to settle the sum of **TEN DOLLARS (\$10.00)** ("the settlement sum") upon the trusts declared in this Trust Deed.

The Trustees have agreed to act as the Trustees of this Trust Deed.

This Deed of Trust authorises the making of an application for incorporation as a Society pursuant to the Charitable Trusts Act 1957.

The Trustees acknowledge receipt of the settlement sum paid to them by the Settlor to be held by them on the trusts and with the powers, authorities and discretions contained in this Trust Deed or conferred on them by law.

## 1 Interpretation

"Trust Funds"	Means the Taonga of Moriori, including the putea, funds, assets and all other tangible and intangible treasures of Moriori at any time vested in, settled upon or acquired by the Trust.
"Putea"	Shall also include income.
"Hokotehi"	For the purposes of this Trust Deed means unity of spirit and purpose.
"Trust Board"	Means the Trustees of Hokotehi Moriori Trust
"Trust"	Means Hokotehi Moriori Trust.
"Moriori"	Means all persons who are Moriori who can trace their hokopapa back to a Moriori Karapuna as determined in accordance with the Hokopapa Criteria.
"Moriori Karapuna"	Means an ancestor who is a descendant of Rongomaiwhenua and/or Rongomaitere with ahi kaa (rights of ownership by occupation) to Rekohu/Rangiauria as at 1835.
"Hokopapa Criteria"	Are the criteria as set out in Appendix One to this Trust Deed.
"Settlor"	Means the members of the Kotahi Moriori Committee acting in accordance with the terms of this Trust Deed.

## **2 Kaupapa/Objects**

- 2.1 Moriori culture is defined by the concepts of unity, peace and sharing. As an instrument intended to represent Moriori this Trust Deed and the actions of those persons empowered by this Trust Deed shall also comply with the three core concepts of unity, peace and sharing as elaborated in the preamble. These concepts shall be taken into account when exercising any authority or responsibility under this Trust Deed.
- 2.2 The Trust Funds shall be applied by the Trustees in general terms towards the relief of "poverty" or "need" of all Moriori, by the pursuit of the following particular objects and purposes, by the exercise of Trustee's powers conferred and defined in clause 6:

### **Health**

- a) To improve the health of Moriori:
- (i) By installing or making grants or loans towards the cost of installing water supplies, sanitation works and drainage in the areas of Rekohu and or elsewhere where Moriori reside;
  - (ii) By promoting, carrying out, or subsidising housing schemes, or by making grants or loans for any scheme for the benefit of Moriori;
  - (iii) By providing subsidies, or making grants for medical, nursing or dental services or by providing the means of travel to and accommodation at health care facilities for the benefit of Moriori;

### **Welfare**

- b) To improve the welfare amongst Moriori in relation to their conditions of life due to poverty or need:
- (i) By making grants or loans for the relief of indigence amongst Moriori
  - (ii) By making grants or loans towards the costs of the construction, establishment, management, maintenance, repair or improvement of halls, churches and church halls, papa kainga, marae or Waahi Tapu (sacred sites) of Moriori;
  - (iii) By establishing, maintaining, and equipping facilities for the purposes of providing either permanent or temporary accommodation for Moriori.
  - (iv) By making grants or loans towards the establishment of recreation centres for the common use of any community in the areas of Rekohu and/or elsewhere where Moriori reside
  - (iv) By promoting, carrying out, or subsidising roading schemes, or by making grants or loans for any such schemes where Moriori reside;

### **Financial Assistance**

- c) Financial assistance where the Moriori, parent, or guardian thereof do not have the financial means, by way of:
  - (i) The provision of scholarships, travel assistance and other financial assistance for Moriori, and at the discretion of the Trust, also their spouses or partners who without such assistance would not have the financial means to attend schools, universities, educational and training institutions, technical institutes and religious institutions;
  - (ii) The provision of books, clothing, or other equipment for Moriori, or by making grants for any such purpose, or by making grants for the purpose of assisting the parents or guardians of Moriori to provide for their education, training or occupation or for the purchase of any equipment therefor;
  - (iii) The provision, maintenance or contribution towards the cost of residential accommodation and travel for Moriori in relation to their education, training or occupation;
  - (iv) By developing, subsidising, or making grants or loans for fishing, farming or other industries where such development, subsidies or grants shall alleviate social and/or economic need among Moriori;

### **Education**

- d) To promote education and vocational training with the purpose of enabling Moriori to obtain skills to enable them to gain employment and thereby provide for their own needs:
  - (i) By assisting in the establishment of schools and in the equipping, managing, and operation of schools, by making grants of money, equipment or material to schools or other educational or training institutions, or by making grants to funds established by bodies formed for the promotion of the education of or for assisting Moriori to obtain training or practical experience necessary or desirable for any trade or occupation;
  - (ii) By making grants to educational bodies for scholarships, exhibitions, or bursaries for the benefit of Moriori without the financial means to otherwise gain education or training;

### **General**

- d) To carry on any other object capable of being conveniently carried on in connection with the objects above or that is considered to directly or indirectly advance the objects and purposes of the Trust provided that any

such object shall not in any way whatsoever derogate from the charitable nature of the Trust in terms of the relief of poverty or need amongst Moriori.

### **3 Trust Funds**

- 3.1 The Trust Funds shall be administered by the Trust Board in accordance with the following provisions:
- a) The Trust Funds shall be applied by the Trust Board exclusively for the objects of the Trust;
  - b) All moneys received shall be paid to the credit of the Trust Board at such bank as the Trust Board shall from time to time appoint; and
  - c) No part of the income or property of the Trust shall be paid or transferred directly or indirectly by way of profit to any Trust Board member, provided that nothing contained herein shall preclude any reasonable and proper remuneration or payment being made to a Trust Board member for services rendered or goods supplied to the Trust or its subsidiaries including the payment of interest not exceeding commercial interest rates on money borrowed from any Trust Board member and the payment of rental not exceeding fair market rental for premises or chattels, let or leased to the Trust or its subsidiaries by any Trust Board member.
- 3.2 At all times the Trust Board shall act to ensure the protection of the Trust Funds.
- 3.3 The Trust Funds shall not be used as security for loans or advances or encumbered in any manner that may lead to the permanent alienation or loss of the Trust Funds. The Trust shall not provide guarantees of any type including the subscription for uncalled capital.
- 3.4 The Trust Funds may not be sold or otherwise disposed of, unless agreed to by not less than 75% of all elected Trustees and the purpose of any sale or other disposition must enhance the value of the Trust Funds.

#### **Financial Records and Reporting**

- 3.5 The Trust Board shall cause proper books of account to be kept in which shall be kept a full and complete account of the affairs and transactions of the Trust. The books of account shall be kept at the Trust Board's office or at such other place or places as the Trust Board thinks fit and shall be open always to the inspection of every Trust Board member. In addition, the Trust Board shall make available a copy of this Trust Deed for viewing by members at the office of the Trust Board in normal office hours and available by post on request, on a cost recovery basis if necessary.
- 3.6 The Trust Board shall after the end of each Financial Year have financial statements prepared in accordance with generally accepted accounting principles, including a Statement of Financial Position and Statement of

Financial Performance and notes thereto which give a true and fair view of the financial affairs of the Trust for the financial year.

- 3.7 The financial statements shall disclose, amongst other things, the total payments made by the Trust or its subsidiaries to the individual Trustees and their associates during the financial year. Associate shall include any person, entity or arrangement through which any Trustee may directly or indirectly benefit.
- 3.8 The financial statements shall be audited by an independent auditor appointed for the purpose by the Trust Board, being a person qualified for appointment as auditor of a company under the Companies Act 1993 and not being a Trustee, employee or agent of the Trust.
- 3.9 The auditor shall verify whether the financial statements are properly drawn up and give a true and fair view of the financial affairs of the Trust for the Financial Year.
- 3.10 Prior to the Annual Hui of the Trust, the Trust Board shall cause the financial statements and budgets of the Trust and its subsidiaries to be published to Moriori in accordance with best practice.
- 3.11 The Trust Board shall complete an Annual Report to accompany the financial statements summarising:
  - a) The activities of the Trust Board and its subsidiaries during the preceding year; and
  - b) A review and evaluation of the performance of the Trust Board and its subsidiaries against the Strategic Plan.

#### **4 Trustees**

##### **Trust Board Composition**

- 4.1 The Trust Board shall consist of no more than ten (10) nor fewer than eight (8) Trustees.
- 4.2 Half (50%) of the Trustees shall be ordinarily resident on the Chatham Islands (including Rekohu and Rangiauria) and half shall ordinarily be resident on mainland New Zealand.
- 4.3 The allocation of the Trustees between the North and South Islands shall be determined by the Trust Board taking into account the number of Moriori residing in each of the two islands.
- 4.4 Trustees shall serve for a period of three years unless their Office becomes vacant as provided for in clause 4.30.

### **Initial Trustees**

- 4.5 The initial Trustees shall be appointed from those persons currently elected as Trustees for the Te Iwi Moriori Trust Board and the Moriori Tchakat Henu Association of Rekohu Trust ("the Existing Trusts").
- 4.6 Each of the Existing Trusts shall appoint five (5) Trustees to the Trust Board. The five (5) Trustees appointed by each Existing Trust shall include the three (3) Trustees currently appointed to the Kotahi Moriori Committee plus two (2) others nominated by the remaining the Trustees of each Existing Trust.
- 4.7 In nominating the initial Trustees the Existing Trusts shall have regard to, but will not be bound by, the requirement that 50% of Trustees reside in Rekohu.

### **Trustee Elections**

- 4.8 Following the first Trustee Election, Trustee Elections shall be held once every three (3) years and shall coincide with the Annual General Meeting to be held in that year unless otherwise determined by the Trust Board.
- 4.9 The first Trustee Elections shall as soon as practicable be called when in the opinion of the Trust Board the Hokopapa Unit has completed its work to a degree such that sufficient members have been confirmed to enable an election to take place.

### **Nomination of Trustees for Election**

- 4.10 Nominations for the position of Trustee shall be called for by public notice and direct communication to all known Moriori not later than three (3) months prior to the date proposed for Trustee elections.
- 4.11 Calls for nominations shall detail the number of Trustees required from the North and South Islands of New Zealand.
- 4.12 Moriori eighteen (18) years or over are entitled to be nominated as Trustees.
- 4.13 To be eligible for nomination as a Trustee, a person must be ordinarily resident in the nomination region for which he/she has been nominated.
- 4.14 Nominations shall be in writing in the form prescribed by the Trust Board and signed by not less than twenty (20) Moriori of voting age. The consent of each nominee to his or her nomination shall be endorsed on the nomination paper together with the nominee's:
  - a) Name;
  - b) Address;
  - c) Signature;
  - d) Relevant nomination region;
  - e) Main Moriori whanau affiliation(s);

- f) Contact details for the nominee;
  - g) Declaration that he or she is ordinarily resident in the relevant nomination region;
  - h) Declaration that he or she is a Moriori;
  - i) Declaration that he or she has never been convicted of any criminal offence. If such a declaration cannot be provided then the nominee shall provide details of any criminal conviction;
  - j) Declaration that he or she is not, and has not been, disqualified from being a Director of a company registered under the Companies Act 1993 (or its predecessor). If such a declaration cannot be provided then the nominee shall provide details of any such disqualification;
  - k) Declaration that he or she is not, and has not been, adjudged bankrupt. If such a declaration cannot be provided then the nominee shall provide details of any such adjudication;
  - l) Release and/or consent to the Secretary to make due enquiry of the appropriate authorities and records to confirm any aspect of the nomination;
  - m) A brief Curriculum Vitae containing details of experience relevant to the role of Trustee; and
  - n) A declaration that he or she is aged eighteen years of age or over.
- 4.15 A nominee may from time to time, by written notice to the Secretary of the Trust Board, withdraw his or her nomination.
- 4.16 Nominations are to be lodged with the Secretary of the Trust Board (or such other person designated by the Trustees) not less than two (2) calendar months before the date set for the trustee elections.
- 4.17 It is acknowledged that the contents of any nomination are to be held in the strictest confidence and to remain confidential to the Chairperson, the Secretary and the Board of Trustees as appropriate.
- 4.18 Upon receipt of a nomination the Secretary shall review the nomination with the Chairperson in order to recommend to the Trust Board whether the nomination should be accepted or declined.
- 4.19 In recommending whether a nomination should be accepted or declined, regard shall be had to clause 4.14 and to the paramount need for all Trustees to be of good character and standing, commensurate with the role and obligations of a Trustee on behalf of all Moriori under this Trust Deed.
- 4.20 The Secretary and Chairperson shall recommend to the Trust Board whether the nomination should be accepted or declined. If the recommendation is that the nomination should be declined then the reasons for that recommendation should be disclosed.

- 4.21 The Board of Trustees shall finally determine by simple majority whether a nomination should be accepted, bearing in mind the provisions of clause 4.19. The Trustees shall have no grounds to refuse a nomination if the nominee meets all of the criteria set out in clause 4.14.
- 4.22 Such a decision is to be made and communicated to the nominee by the Trustees within 14 days of receipt of the nomination. If, due to further information being required, a decision cannot be made within that timeframe, within such further time as the Trustees require, bearing in mind the need for nominees to have due time to do all that is necessary to seek election.
- 4.23 No Trustee may vote on the acceptance or rejection of a nomination in relation to the nomination region for which they are standing.
- 4.24 The Trustees shall finally determine the validity of nominations.
- 4.25 If, after the date nominations close, there are more nominees for a region than there are Trustees required for that region an election shall be held in respect of that nomination region unless, prior to the date of the election, one or more of the nominees notifies the Secretary in writing that he or she has withdrawn leaving either the required number of Trustees or less than the required number of nominees for the nomination region.
- 4.26 If by the date of the election the number of nominees in respect of each nomination is equal to or less than the number of Trustees required for nomination region then that person or those persons shall be confirmed at the Trustee Elections as the new Trustee or Trustees for that nomination region.
- 4.27 In the case of the Chatham Islands region, elections will only be held if after the date nominations close there are more than five (5) nominees for that region. If there are five (5) or less nominees for the Chatham Islands region then those persons nominated will be confirmed as Trustees.
- 4.28 If an election is held the nominees shall be ranked in order from those nominees receiving the most votes validly cast to those receiving the least. Those nominees whose ranking is less than or equal to the number of Trustees required for the region in which the nominees were nominated shall be declared as the elected Trustees.

#### **Replacement Trustees**

- 4.29 The Trust Board may continue to act notwithstanding any vacancy in their body if and so long as their number is not reduced below the number fixed by or pursuant to this Trust Deed as the necessary quorum of the Board. The Trust Board may in any case continue to act for the purposes of increasing the number of Trustees to that number but for no other purpose whatsoever.
- 4.30 The Office of a Trustee shall become vacant if the Trustee:
- a) Dies;

- b) Resigns by notice in writing to the Board;
  - c) Becomes disqualified from being a director or is prohibited from being a director of a Company registered under the Companies Act 1993;
  - d) Becomes of unsound mind or becomes a protected person under the Protection of Personal and Property Rights Act 1988; or
  - e) If a Trustee is removed from office.
- 4.31 A Trustee may be removed from Office on the recommendation of a three-fourths (75% or greater) majority vote of the Trustees present voting at a meeting duly constituted for the purpose of considering the fitness or suitability of the Trustee in question. A meeting to consider the fitness or suitability of a Trustee to continue as a Trustee may be called by simple majority of the Board if:
- i. The Trustee has been absent without consent of the Board from 3 successive meetings of the Board;
  - ii. The Trustee has brought the Trust into disrepute; or
  - iii. The Trustee's principal place of residence ceases to be within the nomination region from which the Trustee was originally nominated subject to the Trustee continuing to remain as a Trustee at the discretion of the continuing Trustees. A Trustee shall be deemed to have ceased to reside in a nomination region if the principal place of residence for that Trustee ceases to be in that nomination region for more than three (3) consecutive months in any year.
  - iv. Mori are unable and continue to be unable to communicate adequately with the Trustee for their nomination region.
- 4.32 All Trustees shall be notified of the meeting, and the Trustee whose fitness and suitability is in question shall have the opportunity to answer, prior to any vote, any allegations made against him/her.
- 4.33 Written voting is permitted at meetings constituted for considering the fitness or suitability of a Trustee.
- 4.34 An alternate Trustee may be allowed at the discretion of the Trust Board in the event of an extended absence by an elected Trustee. An alternate Trustee shall be appointed by the Trust Board having regard to subclauses 4.35 a) and c).
- 4.35 Any vacancies occurring in the membership of the Trust Board shall be filled by a replacement Trustee. The replacement Trustee shall be determined by the Trust Board by one of three methods:

- a) The nominee who in the previous election in the applicable nomination region received the next highest ranking as determined in accordance with clause 4.28;
  - b) By the calling of a by-election for the applicable nomination region; or
  - c) By the appointment of a suitably qualified person from the relevant nomination region.
- 4.36 In determining which of the three selection methods is most appropriate the Trust Board shall take into account the time remaining to the next Trustee Election and the need for the Trust Board to represent all Moriori.
- 4.37 Trustees who fill a casual vacancy shall retire at the next Trustee election even though their term is less than 3 years but are eligible to seek re-election.

#### **Proceedings of Trustees**

- 4.38 Subject to the provisions contained elsewhere in this Trust Deed the Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 4.39 As soon as practicable following the election of Trustees at the Annual Hui, the newly elected Trustees shall meet to elect a Chairperson, Deputy Chairperson, Secretary and Treasurer. The election of the above office holders requires 51% or more of the votes of all Trustees. The Chairperson shall have a casting vote at a meeting of Trustees.
- 4.40 The Chairperson elected shall be ordinarily a resident on Rekohu.
- 4.41 The Chairperson, Deputy Chairperson, Secretary or Treasurer may be removed from office by a vote of no confidence.
- 4.42 Questions arising at any Trust Board meeting shall be decided by a majority vote unless otherwise directed by the Trust Deed.
- 4.43 The Trust Board shall meet for a minimum of six (6) times in any financial year. In the first meeting of the financial year the Trustees shall agree the date, time and location of the Trustee meetings for that financial year.
- 4.44 The quorum necessary for the transaction of the business of the Board shall be one half of the Trustees plus one.
- 4.45 A meeting of the Board may be held either:
- a) By a number of Trustees sufficient to form a quorum being assembled together at the place, date and time appointed for the meeting; or
  - b) By means of audio, or audio and visual communication by which all the Trustees participating in the meeting and constituting a quorum can simultaneously hear each other throughout the meeting.
- 4.46 A resolution in writing signed by all the Trustees for the time being entitled to receive a notice of a meeting of the Trust Board shall be valid and effective as

if it had been passed at a meeting of the Trust Board members duly convened and held. Any such resolution may consist of one or several documents in similar form.

- 4.47 The financial year of the Trust Board shall end on the 30<sup>th</sup> of September in each year.
- 4.48 Any Trustee who is, or may be in any other capacity whatsoever, interested or concerned, directly or indirectly, in any property, undertaking or matter in which the Trust Board is or may be in any way concerned or involved, shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take any part whatsoever in any deliberations of the Trustees concerning that interest.
- 4.49 The Trustees may appoint Committees to assist the work of the Trust Board as the Trustees may from time to time determine. Each Committee shall consist of at least one Trustee. Persons who are not Trustees may be co-opted to the Committee for the purposes of consultation, advice, or other kinds of assistance.. The Committee shall be competent to make enquiries or to superintend, or transact any business with the sanction of the Trustees.
- 4.50 A meeting of the Trustees may be called at any time by discretion of the Chairperson or by request of any two or more Trustees.
- 4.51 Notice in writing of all meetings of the Trustees specifying the objects and agenda of such meetings shall be posted by the Secretary to the Trustees at least seven (7) days prior to the date fixed for the holding of any such meeting, provided that by agreement of the Trustees, notice may be given orally or by facsimile message.
- 4.52 Minutes or some other record of proceedings of each Trust Board meeting shall be kept and copies distributed amongst all Trustees within fourteen (14) days of each Trust Board meeting.
- 4.53 Trustees may engage and pay such persons or organisations as they deem appropriate for the prudent and efficient operation of the Trust Board.

## **5 Commercial Activities & Subsidiaries**

- 5.1 All commercial activities of the Trust Board shall be entered into via an incorporated subsidiary or such other structure as may be necessary to protect the Trust from the failure of any commercial activity.
- 5.2 The Trust Board shall be represented on the Board of Directors, or such similar governance body, of any commercial entities in which it invests by a minimum of one Trustee. Further representation shall depend upon the skills required for the governance of each commercial activity.

- 5.3 Prior to the investment of any Trust Funds in any commercial activity the Trust Board shall request and review a Business Plan regarding the commercial activity.
- 5.4 The Trust Board may obtain professional advice to assist in the review of any Business Plan, as it deems appropriate.
- 5.5 The Business Plan shall outline the:
- a) Nature of the commercial activity;
  - b) Expected investment required;
  - c) Funding necessary (debt and equity);
  - d) Expected revenue and profits from the commercial activity
  - e) Risks of the investment;
  - f) Distribution policy of the commercial activity;
  - g) Alignment of the investment with the kaupapa of the Trust; and
  - h) Such other matters as the Trust Board deems appropriate.
- 5.6 In undertaking any commercial investment the Trust Board shall comply with common commercial disciplines including the investigation of risks, the development of planning processes and the implementation of appropriate governance structures. Governance structures should have regard to the Kaupapa of the Trust and the requirement of the Trustees to act in accordance with the Trustees Act.
- 5.7 The constitutions of all subsidiaries held by the Trust are to include the requirement that transactions which comprise greater than 25% of the total asset base of the subsidiary are to be considered major transactions for the purposes of the Companies Act 1993.
- 5.8 The profits from any commercial activity undertaken by the Trust shall be applied for the charitable purposes as outlined in the Trust Deed.

## **6 Trustee Powers**

- 6.1 The Trustees shall be responsible for the management of all the affairs of the Trust Board and may exercise all the powers and authorities conferred by these presents or by law.
- 6.2 In carrying out the objects and purposes for which the Trust Board is established the Trustees shall have regard to the provisions of the Trustee Act.

Trustees may exercise all or any of the following powers:

### **Tikanga Moriori**

- a) The continued revival, promotion, protection, nurturing and advancement of tikanga Moriori including Moriori art, craft, reo and history and the maintenance of the Moriori people as a distinctive cultural identity;
- b) To undertake research for the purpose of reuniting all people who trace their hokopapa to a Moriori karapuna, including the establishment of a Hokopapa Unit whose function is to establish and maintain a register of persons of Moriori descent based on the Hokopapa Criteria and to promote and undertake research into Hokopapa Moriori;
- c) To promote and protect Moriori ancestral lands, waahi tapu and other valued tribal taonga;
- d) To maintain, preserve and promote the concept of Moriori as the kaitiaki of all Taonga of Rekohu in perpetuity for the charitable benefit of the people of Rekohu;

### **Mana Whenua and Mana Moana**

- e) To restore mana whenua and mana moana including promoting awareness of Moriori as Tchakat Henu of Rekohu and to seek clarification and determination of their rights, privileges and responsibilities as the indigenous peoples of Rekohu;
- f) To promote, secure and exercise customary and Treaty of Waitangi rights of Moriori in relation to Rekohu, Rangiauria and all other outlying islands within the Chatham Islands group, including the settlement of Treaty of Waitangi claims;

### **Advocacy**

- g) To negotiate with any government or statutory bodies to settle claims under the Treaty of Waitangi;
- h) Endorse, oppose or otherwise comment on any provision of any order, notice, regulation, Bill or Act of Parliament, or any local government ordinance, classification, designation or by-law, or any other proceeding, application, classification, or designation which in the opinion of the Trust Board is directly or indirectly likely to affect the interests of the Trust Board or Moriori;
- i) To enter into any arrangement with any Government or Municipal Authority which is conducive to the Trust's objects;
- j) To make representations to Government, government departments, local bodies, community or statutory bodies relating to the advancement of the charitable objects of the Trust;
- k) To promote and articulate the needs and concerns of Moriori and the people of Rekohu in the promotion of the charitable objects of the Trust and to seek just and proper representation on local authorities, committees or institutions statutory or otherwise;

### **Public Awareness**

- l) To adopt such means of making known the activities and objects of the Trust Board as may seem expedient, and in particular but not so as to limit them generally, by advertising in the press, by circulars and by publication of books, periodicals, brochures, maps and any printed and illustrative material whatsoever, and by contributions to the press, periodicals and books, and also by films, internet communications, video and other means approved by the Trustees;
- m) To print, publish, distribute and sell any books, articles, research, monograph, pictures, photographs, maps and any other works upon such terms and conditions agreed between the authors and the Trust Board;

### **Contracts, Joint Ventures and Associations**

- n) To collaborate with any person, firm, association, society, organization or institution in any way connected with or likely to assist in furthering the purposes and objects of the Trust Board;
- o) To establish enterprises, associations, companies or any other legal bodies as may be necessary or appropriate to promote and facilitate the achievement of the Trust Board's objectives;
- p) Enter into contracts of employment or service with any person, body, society, whether incorporated or not and to pay reasonable remuneration for services rendered as the Trust Board may think fit.

### **Representation**

- q) Determine from time to time the various nomination regions for mainland New Zealand (including altering the boundaries of those regions as required) having regard to, inter alia:
  - i. the relative population concentration of Moriori descendants;
  - ii. the desirability of a reasonable geographic spread of Trustees;  
and
  - iii. the desirability of the diverse representation of Moriori whanau groupings on the Trust Board.

### **Finances and Commercial Activity**

- r) Seek, accept, and receive donations, subsidies, grants, endowments, gifts, legacies and bequests either in money or in kind or partly in money and partly in kind;
- s) To purchase, take on lease or otherwise acquire any land as the Trust Board deems appropriate.
- t) To lease out any interest in land held by the Trust for a maximum term of sixty (60) years. In leasing out any interest in land the Trust Board shall have regard to the protection of Waahi Tapu.

- u) To acquire and dispose of personal property;
  - v) To establish companies registered under the Companies Act 1993 for the furtherance of the purposes and objects of the Trust;
  - w) To acquire, hold and dispose of shares in any company registered under the Companies Act 1993 having objects similar to and compatible with those of the Trust;
  - x) Invest subject to the terms of any trust or grant or endowment, any money held by or on behalf of the Trust Board in accordance with the Trustee Act 1956 and its amendments or other investments as the Trustees may reasonably determine are in the best interests of the Trust Board and its beneficiaries;
  - y) Acquire, hire, operate and maintain any means of transportation whether of persons or of goods or both that the Trust Board may deem necessary or desirable for the carrying out of objects of the Trust Board, and to make such reasonable charges for the use thereof as the Trust Board shall deem fit;
  - z) Pay all or any of the expenses incurred in and in connection with the incorporation, establishment and perpetuation of this Trust Board;
  - aa) Make such charges for admission to property held by the Trust Board and to exhibitions, displays, lectures, films, videos and other educational services arranged by the Trust Board which may seem reasonable;
  - bb) Enter into any arrangement, contracts, agreements or undertakings with any government, local authorities or private enterprise or natural persons;
  - cc) Make available to subsidiaries the assets of the Trust by way of lease, license or right to use.
  - dd) Make available to joint ventures, associated entities and such other parties as may be appropriate the assets of the Trust by way of lease, license or right to use for periods of no longer than 7 years. In approving a renewal or extension of any lease, licence or right to use such that the total period of the lease, licence or right to use would be greater than 7 years the Trust Board shall confirm that such renewal is consistent with the Kaupapa of the Trust.
- 6.3 The Trust Board may do all or any of the above things as principal, agent, contractor, trustee or otherwise or by or through agents, trustees or otherwise and either alone or in conjunction with others; and
- 6.4 The Trust Board shall pursue and exercise all or any of the objects and powers as herein set forth, either together or independently and shall in the Trust Board's discretion decide which of the objects and powers or any of them shall take priority one over the other.
- 6.5 The Trust Board may do all such things as in the opinion of the Trust Board may be incidental or conducive to the attainment of the kaupapa of the Trust or the exercise of any of the foregoing powers provided that none of the foregoing objects and powers shall be attained or exercised in any way whatsoever that

would derogate from the charitable nature of the Trust or conflict with the conditions of any exemption from taxation as granted by the Inland Revenue Department at any time or would in any way place the Trust Funds at risk of loss.

## **7 Trustee Duties**

- 7.1 The Trustees shall act in accordance with Trustees Act 1956, with a particular regard for need to maintain and enhance the value of the Trust Funds.
- 7.2 The Trustees shall act in the best interests of all Moriori.
- 7.3 The Trustees shall at all times act in a manner that ensures the protection of the Trust Funds for the benefit of all Moriori.
- 7.4 In exercising its powers the Trust Board shall have the overriding duty of exercising the care, diligence and skill that a prudent person would exercise in managing the affairs of others and shall exercise this duty with due consideration for Tikanga Moriori and the principles of the Treaty of Waitangi.
- 7.5 The Trustees shall prepare a Strategic Plan setting out how the Trust Board will apply the Trust Funds and resources in the accomplishment of the kaupapa of the Trust. An annual report on the Strategic Plan shall be presented to the Annual Hui by the Trustees. The report shall outline changes to the existing Strategic Plan, a reconciliation of events of the previous year against the Strategic Plan and outline the planned activities for the coming year.
- 7.6 The Trust Board shall continually monitor, review and evaluate its performance in the light of the objects, powers and duties set out in this Trust Deed.

## **8 Hokopapa Unit**

- 8.1 The Hokopapa Unit shall be formed from suitably qualified Moriori appointed by the Trust Board.
- 8.2 The purpose of the Hokopapa Unit shall be to establish and maintain a single united voting register of persons of Moriori descent and to otherwise carry out and perform the tasks and functions set out in the Hokopapa Criteria contained in Appendix 1 to this Trust Deed.
- 8.3 The Hokopapa Unit will report and make recommendations to the Trustees on whether or not any person or persons satisfy the hokopapa criteria. The final decision on this issue shall be made by the Trustees who shall have special regard to the research and recommendations of the Hokopapa Unit. Before deciding not to accept any recommendations of the Hokopapa Unit, the Trustees shall meet with the Hokopapa Unit to clarify any matters. Every decision of the Trustees shall record the reasons for accepting or rejecting any

recommendations of the Hokopapa Unit and shall otherwise be consistent with the rules of natural justice.

- 8.4 All information, including both written and oral, provided to the Hokopapa Unit in relation to applications shall be treated in the strictest confidence by members of the Hokopapa Unit and Trustees. Regard shall be had to ensure that the requirements of the Privacy Act are met with regard to the storage, disclosure and use of this information.

## **9 Membership**

- 9.1 All Moriori aged eighteen (18) years or over may vote in Trustee Elections, at the Annual Hui and in any Hui a Moriori.
- 9.2 Moriori are all persons who can trace their hokopapa to a Moriori karapuna.
- 9.3 The Trustees shall establish and maintain a register of all known Moriori including those Moriori who are not registered members of the Trust.
- 9.4 Members of the Trust are those persons who satisfy the Hokopapa Criteria, support the kaupapa of the Trust Board and who are declared to be members under this Trust Deed.
- 9.5 A person may apply to the Secretary of the Trust Board to become a member on the form prescribed by the Trust Board. The application form must include the applicant's:
- a) Name;
  - b) Address;
  - c) Signature;
  - d) Main Moriori whanau affiliation(s);
  - e) Moriori hokopapa, and main Moriori karapuna from whom the applicant is descended; and
  - f) Such other information as the Trust Board determines from time to time to be relevant.
- 9.6 The Secretary shall refer the application(s) to the Hokopapa Unit for verification against the Hokopapa criteria. Upon verification, the Secretary shall notify the person in writing of their acceptance as a member of the Trust. In the event that the person cannot be verified as a member, the Secretary shall forthwith notify that person in writing stating reasons for the non-verification and giving that person an opportunity to provide additional written information in support of the application and/or to meet with the Hokopapa Unit for that purpose.
- 9.7 All information, both written and oral, provided to the Trust Board for the purposes of becoming a member shall be treated in the strictest confidence by the Trust Board and all those that deal with it. Regard shall be had to ensure

that the requirements of the Privacy Act are met with regard to the storage, disclosure and use of this information.

### **Affiliated Members**

- 9.8 Affiliated members shall be those persons of either non-Moriore descent or who have not yet satisfied the Hokopapa Criteria and who support the Kaupapa (objects and purposes) of the Trust Board and who register as affiliated members.
- 9.9 Affiliated members shall also include those persons who have applied for membership of the Trust but whose application is currently under consideration by either the Trust Board or the Hokopapa Unit. In the event that an application for membership is declined, the person affected will be given an opportunity to become an affiliated member.
- 9.10 Affiliated members shall be welcome to attend meetings of the registered members and trustee meetings (by invitation) and may request speaking rights at such meetings but shall not have any voting rights at any such meetings.9.11  
Affiliated members may receive notices of Hui of the Trust Board convened from time to time and also to receive newsletters and other information published by the Trust Board, as the Trust Board deems appropriate.

### **10 Kaumatua Advisory Council**

- 10.1 The Members of the Kaumatua Advisory Council shall be Nga Kaumatua/Kuia O Moriore. Membership of the Council shall be determined in accordance with Tikanga Moriore.
- 10.2 In the administration of the affairs of the Trust, the Trust Board may consult with the Kaumatua Advisory Council and the Kaumatua Advisory Council may advise the Trust Board on any matters relating to the affairs of the Trust.
- 10.3 The views of the Kaumatua Advisory Council shall be taken into account by the Trust Board.

### **11 Rangatahi Komiti**

- 11.1 The Trust Board shall appoint a Trustee ("Rangatahi representative") to convene a Rangatahi Komiti comprised of representatives of Moriore Rangatahi up to the age of twenty-one. These representatives may be elected by Moriore Rangatahi or appointed by the Trustees.
- 11.2 The function of the Rangatahi Komiti will be to inform itself of the concerns and needs of Moriore Rangatahi, to recommend appropriate action and to voice these concerns, needs and recommendations to the Board through the Rangatahi representative.

11.3 The Rangatahi Komiti shall meet and regulate its affairs as it sees fit. In the administration of the affairs of the Trust, the Board shall give careful consideration to all concerns, needs and recommendations received from the Rangatahi Komiti.

## **12 Annual Hui**

12.1 By the end of the month of March in each year or such other month as the Trust Board may from time to time decide the Trust Board shall call an Annual Hui of all Moriori and the members. The venue for Annual Hui shall alternate between Rekohu and mainland New Zealand unless otherwise decided by the Trust Board.

### **Business of Annual General Meeting**

12.2 The Business of the Annual Hui shall be to:

- a) To receive and consider the Annual Report;
- b) To receive, consider and adopt the financial statements and budgets of the Trust and its subsidiaries;
- c) To, if required, elect Trustees in accordance with Trust Deed from the nominations made in accordance with the provisions of the Trust Deed;
- d) To fix the remuneration of Trustees, having regard to the guidelines prepared by the State Services Commission in relation to the remuneration of local body officers;
- e) To appoint an auditor in accordance with clause 3.8;
- f) To consider any proposed resolution, of which notice has been given in accordance with the provisions of Trust Deed;
- g) To consider such matters as were validly raised in a call for a Hui a Moriori, but which the Secretary determined should be carried forward to the Annual General Meeting; and
- h) To receive and consider the Strategic Plan of the Trust.

### **Notice of Annual Hui**

12.3 Notice of the Annual Hui of the Trust shall be given by an advertisement(s) published in at least one broadcast on Radio Weka and on Rekohu Television in Rekohu and any other newspapers circulating in other areas of New Zealand where to the knowledge of the Trust Board Moriori reside, which advertisement(s) shall be first published no less than sixty (60) days prior to the proposed date of the Hui.

12.4 No less than 28 days prior to the proposed date of the Hui notification shall be forwarded to all known Moriori and Members in respect to the date, time and place of the proposed meeting and the proposed agenda.

12.5 Notice in writing of any resolution proposed to be considered at the Annual Hui shall be signed by a proposer and seconder who shall both be Moriori at the Annual Hui and shall be delivered to the Secretary not less than 42 days before the proposed date of the Annual Hui.

#### **Voting at Annual Hui and Hui a Moriori**

12.6 The quorum required for an Annual hui and Hui a Moriori shall be 30 Moriori.

12.7 All Moriori aged 18 years and older are entitled to vote at Annual Hui, Hui a Moriori and Trustee elections.

12.8 Decisions will be made, unless specified elsewhere in the Trust Deed, by majority of votes validly cast.

12.9 The Chairperson shall not have a casting vote.

12.10 If a vote is taken, on which postal votes have been taken, the Chairperson must include the postal votes in determining the result of the voting.

12.11 Voting by those present at the Hui will be by a show of Hands other than for Trustee Elections or, if the majority so decide, by secret ballot.

#### **Record of Hui**

12.12 All proceedings of the Annual Hui, Hui a Moriori and Trustee elections shall be recorded by the Secretary in the form of Minutes and entered in a Minute Book kept for that purpose.

12.13 The Minute Book, or copies of it, shall be made available to all Moriori upon reasonable terms.

#### **Announcement of Results**

12.14 The Resolutions and election results recorded at an Annual Hui or Hui a Moriori shall be published within a reasonable period of the Hui.

### **13 Special General Meeting (Hui a Moriori)**

#### **Reference to Hui a Moriori**

13.1 A Hui a Moriori may be called by the Chairperson for the time being of the Trust Board, 2 or more Trustees or a minimum of 50 Moriori giving written notice to the Secretary. The written notice shall state the reasons the meeting has been requested and include the contact details of the applicants.

13.2 The Secretary shall call a Hui a Moriori within sixty (60) days of confirming the validity of the applicants to call a Hui a Moriori.

- 13.3 Applications for a Hui a Moriori made up to ninety (90) days before an Annual General Meeting shall be declined and the matters added to the agenda for the Annual General Meeting.
- 13.4 Whilst a matter is being referred to the Hui a Moriori all action in regard to the matter raised will be placed on hold pending resolution by a majority vote at the Hui a Moriori, unless it is considered by 75% or more of all of the Trustees that any delay pending the outcome of a Hui-a Moriori would be detrimental to the interests of the Trust and Moriori in general.
- 13.5 A matter addressed at a Hui a Moriori called in accordance with this clause shall be raised and dealt with at that Hui.
- 13.6 The provisions relating to the Annual Hui shall, where appropriate, apply.

#### **14 Voting Procedures**

- 14.1 Moriori aged 18 and over are eligible to vote at Trustee elections or other meetings. For the avoidance of doubt, whangai are not eligible to vote, unless they can meet the hokopapa criteria.
- 14.2 Voting at Trustee elections shall be by secret ballot. Moriori may cast one vote for each Trustee position up for election.
- 14.3 Moriori may cast their vote by postal ballot or attendance at the Annual Hui or Hui a Moriori. The provisions of the Electoral Act shall apply to those Moriori who are disabled to ensure that they can record their vote.
- 14.4 The Trust Board shall arrange for an independent Returning Officer to be appointed to receive and to count votes.
- 14.5 The Secretary (or such other person designated by the Trust Board) shall, not later than one (1) calendar month before the date set for the Hui or trustee elections, deliver by post to the last known address of each known Moriori eligible to vote, a printed voting paper. The voting paper shall make provision for the following details:
- a) the voter's name, address, signature and date;
  - b) such other resolutions as are open for postal vote at the Hui.
  - c) the method by which the ballot paper is to be clearly marked to indicate the preference(s) of the voter; and
  - d) the date on which the ballot paper is to be received by the Returning Officer.
- 14.6 In the case of Trustee elections the voting paper shall also contain the following details:

- a) the full names of each nominee; and
  - b) the ordinary place of residence of the nominee and which nomination region he or she has been nominated from (where there is only one (1) nominee from the nomination region, the ballot paper shall state that an election will not be necessary for that region).
- 14.7 The voting paper shall enclose a self-addressed stamped envelope (to be sealed by the voter) with the address of the Returning Officer clearly marked on the front.
- 14.8 Each voting paper and corresponding return envelope shall be numbered so as to correspond with a number to be assigned to each Moriori whose name appears on the register of Moriori descendants.
- 14.9 The voting papers shall be either posted or lodged with the Returning Officer in a sealed envelope so they are received by the Returning Officer no later than 5:00pm on the day before that set for the trustee elections, or Hui. Voting papers may also be delivered to the trustee election or Hui on the day of the election or Hui.
- 14.10 In the event of any late postal votes being received, a decision shall be made by the Returning Officer taking into account the circumstances and reasons given for the lateness of the receipt of any votes as to whether or not such votes are to be counted. A decision on whether or not to count any late postal votes will be made prior to any votes being counted. The decision of the Returning Officer whether or not to count late votes shall be final and not subject to legal challenge unless the lateness is directly attributable to the fault of the Returning Officer.
- 14.11 Proxy votes shall not be permitted.
- 14.12 All votes including postal votes and votes made at the election or other Hui, shall be counted by the Returning Officer. The Returning Officer may appoint two (2) persons as scrutineers at the Hui to assist with counting the votes. The scrutineers appointed to assist the Returning officer shall neither be a nominee nor current trustee. Neither the Returning Officer nor any scrutineer shall, under any circumstances (save by order of a competent court) disclose the way in which any Moriori has voted.
- 14.13 A recount may be requested on the day of the Hui or Trustee election if the difference in the number of votes cast for and against a resolution or the difference between the number of votes cast for two (2) or more nominees is less than ten percent (10%) of all votes validly cast on that matter.
- 14.14 The Returning Officer shall arrange for safe custody of the ballot results for a period of twelve (12) months from the date of publishing the election result and upon the expiry of the period shall arrange for their destruction.
- 14.15 In the event of a tie for the appointment of a Trustee, the votes cast shall be recounted. If a tie continues after the recount the names of the nominees who have the same number of votes shall be placed in a hat and one name drawn

out by the Returning Officer. The nominee whose name is drawn from the list shall be declared the winner.

## **15 Amendments to the Trust Deed**

- 15.1 The power to alter or amend the substance of the constitution shall reside in the voting members at a Hui a Moriori or Annual Hui, acting in accordance with clauses 12.5, 13.1 and consequent provisions as to voting procedures. No amendments shall be made without at least 75% of all votes validly cast (including postal votes) being in favour of such amendments and provided that no such changes will in any way derogate from the charitable nature and status of the Trust Board.
- 15.2 The Trust Board may make technical alterations or amendments to the constitution but only for the purpose of clarifying any uncertainties or anomalies. No amendments or alterations shall be made by the Trust Board that materially alter the character or intent of the constitution or otherwise derogates from the charitable nature and status of the Trust Board. Any changes made by the Trust Board shall be notified to all members of the Trust at the earliest opportunity.

## **16 Winding Up**

- 16.1 The Trust shall be wound up in the manner provided by the Charitable Trusts Act 1957 in the event that all or any of the purposes or objects aforesaid are in the opinion of the Trust Board, incapable of fulfilment or inadvisable.
- 16.2 The Trust Board may resettle the assets of the Trust on a trust with similar objects and kaupapa. If the Trust Funds are not resettled upon on a new Trust then the Trust Board shall apply the Trust Funds for the relief of poverty of Moriori within New Zealand as the Board may think fit provided that such action shall only be taken with the approval of a three quarters majority of the Trustees present at a meeting of the Trust Board and provided that no action shall be taken which results in the private pecuniary gain of any Trustee.

## **17 Employment and Interests**

- 17.1 Any Trustee employed in connection with the Trust's activities or business may be paid such remuneration for his or her services as may be normal as if he or she had been employed on the Trust's behalf and had not been a Trustee providing that such remuneration is agreed to in advance by the Trustees and there are sufficient resources available for such purpose.
- 17.2 Persons may from time to time be appointed by the Trust Board as staff on such terms and conditions as the Trust Board may deem appropriate.

17.3 A Trustee or member who is employed by the Trust or its subsidiaries as a servant or officer shall not be able to vote or take part in the discussion on any matter before the Trust Board that directly or indirectly affects that person's remuneration or the terms of that person's or that directly or indirectly affects any contract in which that person may be interested or concerned.

## **18 The Seal**

18.1 The Trustees, Secretary or Treasurer, shall have the safe custody of the Common Seal and the Trustees may from time to time by resolution, change, alter, or adopt any new such seal as they may deem proper. The Common Seal shall be so affixed in the presence of at least two Trustees who shall affix his/her or their signatures to every document so sealed.

## **19 Indemnity**

19.1 Each Trustee shall not be liable for and shall be indemnified out of the assets of the Trust for any loss or liability which they may incur by reason of the exercise, manner of exercise or non-exercise of any of the powers, authorities or discretions conferred on them by this Trust Deed or by law. This indemnity shall not extend to any loss or liability attributable to dishonesty or to the wilful commission and or omission by the Trustee of an act or omission of the Trustee known to such person to be a breach of trust or duty and such person will be liable for such loss or liability.

19.2 The Trust Board may elect to obtain such insurance as it considers necessary to cover the Trustees and officers of the Trust from liability incurred in the discharge of their duties in accordance with the terms of this Trust Deed.

## **20 Charitable Status**

20.1 Notwithstanding anything contained elsewhere in this Trust Deed no provision or power expressed or implied shall allow or permit to be interpreted, varied or exercised to allow or permit:

- a) any purpose which in accordance with the law of New Zealand is not charitable as to benefit, or;
- b) any individual to receive private pecuniary profit hereunder which would be contrary to the charitable purposes hereof for the purposes of the Income Tax Act 1994 or any amendment thereto or any statute in substitution therefore.

20.2 Notwithstanding anything contained or implied in this Trust Deed, any person who is:

- a) A settlor or Trustee of the Trust, or

- b) A shareholder or director of any company carrying on a business of the Trust; or
- c) A settlor or Trustee of any Trust which is a shareholder of any company carrying on any business of the Trust; or
- d) An associated person (as defined by the Income Tax Act 1994) or any such settlor, Trustee, shareholder or director

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is to be received, gained, achieved, afforded or directed by that person.

**Appendix One**  
**HOKOPAPA CRITERIA**  
**to guide work of Hokopapa Unit**

- To examine all known sources of Hokopapa written and oral for the specific purpose to recommend criteria for membership of the Moriori Iwi;
- The Hokopapa Unit to work with and receive advice from the Kaumatua Advisory Council.
- Applicants for membership must verify in writing their hokopapa to a Moriori Karapuna who is a descendant of Rongomaiwhenua and/or Rongomaitere and who has links to ahi kaa of Rekohu/Rangiauria;
- The benchmark date for membership shall be 1835 based on the Karapuna list drawn up in 1862 by the Moriori elders (known as the Grey Papers) being a list of every man, woman and child alive on the Islands in 1835, and other verifiable hokopapa;
- All voting members must clearly identify in writing a Moriori karapuna to qualify as a voting beneficiary and be eligible for nomination as a Trustee;
- Each voting member must be able to prove they or a Moriori ancestor has or had ahi kaa (rights of ownership by occupation) on Rekohu/Rangiauria;
- Establish a Single United Voting Register of Moriori beneficiaries from the existing two voting registers of Te Iwi Moriori Trust Board and the Moriori Tchakat Henu Association of Rekohu Trust using these criteria.
- Assist those people who are unable to identify a Moriori karapuna but who "believe" they are Moriori to do further research;
- Examine those situations where a Moriori ancestor cannot be identified but there may be other supporting evidence such as oral traditions, documentation that indicates a high probability that someone has Moriori ancestry;
- After appropriate research, report and make recommendations to the Trust Board on whether or not any person(s) satisfy the hokopapa principles and criteria;
- There will be situations where Moriori karapuna were removed either voluntarily or against their will from Rekohu/Rangiauria and may have been brought up as Maori on the Mainland. The reasons for this may be many but include the perceived "shame" in being known or identified as Moriori, due to historical misconceptions and myths surrounding Moriori. However, descendants of these people should not be doubly penalised because they "slipped between the cracks" and were not recorded in any of the existing hokopapa material (eg. Davis papers or Grey manuscripts). In these situations, the Hokopapa Unit will need to undertake careful research and consideration of any such applications and work very closely with the people concerned so as not to cause any offence but at the same time maintaining a robust and transparent process.

CERTIFICATE OF INCORPORATION

of

**HOKOTEHI MORIORI TRUST**  
**(AK/1327163)**

**This is to certify that HOKOTEHI MORIORI TRUST was incorporated under the Charitable Trusts Act 1957 on the 3rd day of June 2003.**



*Neville Harris*

Neville Harris  
Registrar of Incorporated Societies  
6 June 2003

### HUI A MORIORI/ANNUAL HUI

NOTICE IS HEREBY GIVEN by Hokotehi Moriori Trust that three Hui a Moriori/Annual Hui are to be held on the dates and venues as set out below.

#### ALL MORIORI ARE INVITED TO ATTEND

As part of these Hui, Hokotehi Moriori Trust will be:

- ◆ Setting a date for the First Trustees Elections to be held later this year.
- ◆ Seeking a mandate to represent Moriori and to negotiate a comprehensive settlement of all historical Treaty claims with the Crown.

Only Moriori 18 years and over be eligible to vote. If you are not yet registered with the trust your are encouraged to do so prior to the Hui. Copies of applications for registration may be obtained by phoning toll free 0800 667 4674. Moriori who have still not registered prior to the time of the Hui can apply at the Hui.

However, any Moriori whether registered or not will be entitled to speak and to have their vote recorded regarding the Treaty settlement and mandating process that will be discussed at the three Hui.

#### Places, Dates, Venues and Times of Hui

	Temuka	Hastings	Rekoby
Dates	Sat 22nd-Sun 23 March 2003	Sat 29-Sun 30 March 2003	Sat 12-Sun 13 April 2003
venues	Arowhenua Marae Huirapa Street Temuka	Mihiroa Marae Paki Paki Hastings	Norman Kirk Memorial Hall Waitangi
Times	Start: Sat, 10am Finish: Sun, 2pm	Start: Sat, 10am Finish: Sun 2pm	Start: Sat, 10am Finish: Sun 2pm

***TE KERERE***  
***(The Messenger)***

**HUI A MORIORI/ANNUAL HUI**

**NOTICE IS HEREBY GIVEN** by Hokotehi Moriori Trust that three Hui a Moriori/Annual Hui are to be held on the dates, places, times and venues as set out in Te Kerere (Moriori for "The Messenger").

**As part of these Hui, Hokotehi Moriori Trust will be:**

- **Setting a date for the First Trustee Elections later this year**
- **Reporting and updating all Moriori on progress made over the past two years to unify the two Moriori organisations**
- **Seeking a mandate to represent Moriori and to negotiate a comprehensive settlement of all historical Treaty claims with the Crown.**

All Moriori are encouraged to attend at least one of the three Hui and to have their say. Voting by proxy will not be permitted.

Only Moriori 18 years and over are eligible to vote. If you are not yet registered with the trust you are encouraged to do so prior to the Hui. Copies of applications for registration may be obtained by phoning toll free 0800 6674674.

Moriori who have still not registered prior to the time of the Hui can apply at the Hui.

However, any Moriori whether registered or not will be entitled to speak and to have their vote recorded regarding the Treaty settlement and mandating process that will be discussed at the three Hui.

### Places, Dates, Venues and Times of Hui

	<b>Temuka</b>	<b>Hastings</b>	<b>Rekohu</b>
<b>Dates</b>	Sat 22-Sun 23 March 2003	Sat 29-Sun 30 March 2003	Sat 12-Sun13 April 2003
<b>Venues</b>	Arowhenua Marae Huirapa Street Temuka	Mihiroa Marae Paki Paki Hastings	Norman Kirk Memorial Hall Waitangi
<b>Times</b>	Start: Sat 10 am Finish: Sun 2 pm	Start: Sat 10am Finish: Sun 2pm	Start Sat 10am Finish: Sun 2 pm
<b>Accommodation</b>	At the marae~ (bring own sleeping gear) or make own arrangements.	At the marae (bring own sleeping gear) or make own arrangements	Please make own arrangements

## AGENDA FOR HUI A MORIORI/ANNUAL HUI

<b>Times/Day</b>	<b>Agenda Item</b>	<b>Comment</b>
<i>Saturday</i>		
9-10 am	Arrival/registration	This will be a chance for people to register who have not already done so.
10.00-10.30 am	Karakii/welcome/cuppa	
10.30-11.00 am	Chairman's report/opening	
11.00-1.00 pm	Committee reports: <ul style="list-style-type: none"> <li>• Marae</li> <li>• Hokopapa</li> <li>• Education</li> <li>• Fisheries</li> <li>• Treaty</li> <li>• Conservation</li> </ul>	Reports from each of the Sub Committees covering work that has been done over the past 2 years. (Approximately 20 mins for each report).
1.00-2.00 pm	Lunch	
2.00-3.00 pm	Discussion of committee reports	
3.00-3.30 pm	Afternoon tea	
3.30-4.30 pm	Financial report/discussion of report	This will cover the period 2001-2003
4.30-6.00 pm	Consideration of proposed resolutions	Some members have submitted resolutions in writing to the Trust for consideration at the hui. Copies of those resolutions will be available at the hui.
6.00-7.00 pm	Dinner	

7.00-10.00 pm	Open discussion	
<b>Sunday</b>	<b>Agenda Items</b>	<b>Comment</b>
8.30-9.30 am	Discussion of Elections	The trustees are proposing to call the first trustee elections within months of the Hui a Moriori and would like to discuss this process with the members and get your feedback
9.30-10.30 am	Seeking a mandate for Hokotehi Moriori Trust to represent Moriori in and negotiate a comprehensive settlement of all historical Treaty claims	What is involved, how mandate to negotiate the claim will be obtained, who will do the negotiating, what are the rights of all Moriori to have their say in the process of selecting/removing negotiators etc
10.30-10.45 am	Morning tea	
10.45-12.30 pm	Open discussion	
12.30-1.30 pm	Lunch	
1.30-2.00pm	Karakii/closure	

To assist with catering and accommodation please R.S.V.P. toll free to 0800 6674 674 by March 3<sup>rd</sup> 2003.

## Moriuri Treaty Claims Process

## Historical Summary

- 1862 Moriuri Karapuna petition Governor Grey for recognition of Moriuri as the original inhabitants of Rekohu and for the return of their lands.
- 1870 Native Land Court dispossesses Moriuri of 97.3% of their lands.
- 1988 First claim filed on behalf of Moriuri in the Waitangi Tribunal.

## Historical Summary

- 1994 Claim commences hearing on Rekohu.
- 1996 Completion of hearings.
- 2001 Waitangi Tribunal releases its report.

## Main Findings and recommendations of the Tribunal.

- **Identity** – Moriuri have a right to their separate identity and representation as a people.
- **Slavery** – The Crown was aware of the enslavement of Moriuri and failed to intervene. Compensation is recommended.
- **Unjust Land Allocations** – Compensation recommended for the failure to set aside the clearly unjust allocations of land by the Native Land Court.

## Main Findings and recommendations of the Tribunal.

- **Cultural Identity** – compensation to Moriuri to facilitate their cultural reestablishment and the social, economic and cultural development of the people.
- **Land** – "a significant Moriuri land base on Rekohu appears to be a necessary long-term goal".
- **Te Whaanga** – should be re-vested in Moriuri and Ngati Mutunga with the predominant ownership in Moriuri.

## Other Tribunal Conclusions.

- "The scientific evidence is compelling: Moriuri are the same people as Maori but, through isolation, they are unique as a Maori tribe. The Treaty of Waitangi Act 1975 provides that only Maori can bring a claim to the Waitangi Tribunal. It is obvious that that must include the Moriuri tribe – unless the Treaty of Waitangi itself excluded them" (page 22).

## Other Tribunal Conclusions.

➤ **Tangata Whenua Status** – “adopting a customary approach, we would say that Moriori are tangata whenua of Rekohu beyond all doubt, and may be described as “tangata whenua tuturu ake”. The status of tangata whenua is a fact that cannot be changed for as long as the people exist and maintain an emotional connection” (page 26).

## Other Tribunal Conclusions.

➤ Ngati Mutunga status – the Tribunal also considered that Ngati Mutunga are tangata whenua “by virtue of the fact that they have lived there for a long time, have buried their whenua (placenta) and their dead in the land, and now also reveal sites that are sacred to them”. They are described as tangata whenua Iho, or those who came later.

## Moriori Status and Mana: What the Tribunal had to say.

➤ “In customary terms, if a people exist today and can be seen to have mana now, through their own displays of competence, manaaki, and acknowledgement of others, then they are to be described as a people of mana. Mr Temara [The late Makarini Temara who was the kaumatua on the Tribunal] had reminded us of this and had cautioned us to observe closely what the people did during the hearing.

## Moriori Status and Mana: What the Tribunal had to say.

➤ How did Moriori treat their guests? Were they able to rally their people to support the claim (even if they stood in different camps)? Did they speak wisely when mentioning their relationships with Ngati Mutunga and Europeans? Adopting his advice on the customary approach, we left satisfied that Moriori have mana”.

## Steps in Treaty Negotiation Process.

- Mandate.
- Pre-negotiation.
- Negotiation.
- Deed of Settlement.
- Ratification by beneficiaries.

## Mandating for Negotiations. *What is Mandating?*

- claimant group chooses their representatives and gives them the authority to enter into discussions and agreements with the Crown on their behalf.
- 1996-1998 Te Iwi Moriori Trust Board and the Moriori Tchakat Henu Association of Rekohu both obtained separate mandates from the Crown.

## Mandating for Negotiations.

### *What is Mandating?*

- In 2001 discussions commenced to bring about unity between the two organisations.
- Hokotehi Moriori Trust now seek a mandate from Moriori people to represent them in discussions and negotiations with the Crown for settlement of their Treaty claims.

## What happens if a Mandate is given?

- Hokotehi will work with Office of Treaty Settlements (OTS) to prepare a Deed of Mandate.
- The Crown publicly advertises Deed of Mandate and submissions called for.
- The Crown assesses submissions.

## What happens if a Mandate is given?

- Minister in Charge of Treaty Negotiations and the Minister of Maori Affairs make a decision on whether or not to recognise the mandate.
- Hokotehi accountable to Moriori and must report on a regular basis

## Reasons to get on with Negotiating Our Claim.

- 15 years since claim was filed.
- Narrow window of opportunity. The Crown has allocated a priority to the Moriori claim but this may not last.
- Political climate.
- Necessary to advance social, cultural and economic development of Moriori.

Extract from minutes of hui-a-Mori

**Arowhenua Marae Attendance List**

Chairman Alfred Preece, Trustees Barrie Eyles, Shirley King, Dennis Solomon, Maui Solomon, Peter Tuanui.

Denise Davis – Video Recordings  
Deborah Goomes – Personal Assistant, Minutes  
Julie Keenan – Te Puni Kokiri, Observer  
Leo Watson – Legal Advisor

Alfred Preece Snr (Bunty), Riwai Preece,  
Eyvonne Kerehoma, Sean Hamilton, Kerry Solomon, Charles Solomon,  
Irene Solomon, Sue Anderson, Hana-Maraea Solomon, Irene John, Lin Entwistle, Brenda Clarkson, Suzanne Brown, Judy Wheal, Paul Lucas, Matthew Redmond, Lois Mitchell, Pauline Hindmarsh, Verdun Nohotima, Helen Marshall, Greg Preece, Marie Rowley, John Solomon, Hayden Preece, Karl King, Julie Preece, Karen Preece, Colin McGregor, Kevin Solomon, Carol Smith,  
Viki Solomon, Colin Horonuku Reihana, Bill Solomon, Tina Marshall, Ngamare Columb, Rana Sullivan, Elizabeth Donaldson, Ashleigh Hamilton, Steve Columb, Rose Solomon, Julian Entwistle, Lawrence Rowley, Sylvia Eyles, Tina Begg, Peter Solomon, Jade Donaldson, Ray Solomon, Christine Solomon.

Also present but not recorded in attendance list: Julie Scrimgeour (trustee), Brett Whyte (financial adviser), May Clarkson, John Ashton, Carol Ashton, Tina Clarkson, Asleigh Hamilton, Rachel Rowley, Ysobel Amalfitano, Rawhiri Amalfitano

Apologies: Trustee Frank Harvey.

**Mihiroa Marae Attendance List**

Chairman Alfred Preece, Trustees Barrie Eyles, Shirley King, Julie Scrimgeour, Dennis Solomon, Maui Solomon, Peter Tuanui, Frank Harvey

Denise Davis – Video Recordings  
Deborah Goomes – Personal Assistance, Minutes  
Brett Whyte – Financial Advisor  
Emma Eastwood – Te Puni Kokiri, Observer  
Monique Ward – Te Puni Kokiri, Observer

Riwai Preece, Val Mete, Eileen Soanes, Lily Stone,  
May Clarkson, Ruth Brown, Elaine Goomes, John Aston, Carol Aston, Suzanne Brown, Lin Entwistle, Judy Wheal, Charles Solomon, Arthur Harvey, Paula Vercoe, Judy Watson-Fisher, Brenda Clarkson, Desmond Pomare, Verdun Nohotima, Donna Mete, Patricia Rudolph, Marieka Mete,

Raewyn Keating, Anthony Keating, Aryan Mete, Judith Karaitiana, Rawinia Pomare, Rebecca Patoki, Maira Kapene, Cythia Kapene, Tanya Pomare, Piripi Pomare, Te Ao Rangi Pomare, Paulette Pomarea, Jaylene Pomare, Epiha Pomare, Manu-Ariki Pomare, Ephie Arapata Pomare, Jan McKenzie, Wayne Soanes, Tony Fisher, Whetu-Miriama Pomare

Apologies: Leo Watson

Also present but not recorded in attendance lists: Winnie Pomare, Reuma Hapi, Athol Soanes, Millie Hetaraka

### **Te Kopinga Marae Attendance List**

Trustees Barrie Eyles, Shirley King, Julie Scrimgeour, Dennis Solomon, Maui Solomon.

Denise Davis – Video Recordings  
Deborah Goomes – Personal Assistant, Minutes  
Monique Ward – Te Puni Kokiri, Observer  
Leo Watson – Legal Advisor

Alfred Preece Snr (Bunty), Riwai Preece, Charlie Preece (Snr) May Clarkson, Val Mete, Eileen Soanes, Ruth Brown, Elaine Goomes, Ray Murphy, Pita Thomas, Tania Solomon, Tom Solomon, Ian King, Nathaniel Whaitiri, Laurence Clarkson, Terry Prendeville, Nigel Ryan, Lou Ryan, Claude Ryan, Patsy-Ann Ryan, Nick Preece, Amanda King, Arana Tuuta, Mina Reriti, Teresa McDonald, Yvette Lanauze, Paddy Lanauze, Benjian Solomon, Falcon Peni, Eyvonne Kerehoma, John Aston, Carol Aston, Charles Solomon, Sue Anderson, Lin Entwistle, Brenda Clarkson

Also present but not recorded on attendance list: Alfred Preece (chairman), Ann Thomas

**Apologies:** Trustee Frank Harvey, Brett Whyte, Toni Day, Peter Tuanui, Loretta Whaitiri, Dinee Fleming, Rodger Preece, Judy Wheal, Suzanne Brown.

## AGENDA ITEM #10 - TREATY CLAIM AND MANDATING PROCESS

1. Trustee Maui Solomon presented a report to each hui on the status of the Treaty of Waitangi Claim and the mandating process. The powerpoint presentation is attached as **Appendix 8** to these minutes. What follows is a summary of those points and the discussion from the floor.
2. If a mandate is given at these hui, then:
  - (a) Hokotehi will work with OTS to prepare a Deed of Mandate;
  - (b) The Crown will publicly advertise the Deed of Mandate and call for submissions;
  - (c) The Crown assesses the submissions, including any objections;
  - (d) The Minister in charge of Treaty negotiations and the Minister of Maori Affairs decide whether to recognise the Mandate;
  - (e) Hokotehi is then accountable to Moriori and must report on a regular basis.

### *Voting Process*

3. It was explained to each hui that:
  - (a) All Moriori, whether registered with the Hokotehi Moriori Trust or not registered, are entitled to vote on the issue of mandate. This is a mandatory requirement of OTS to ensure that all Moriori can participate in the granting of a mandate;
  - (b) For those who attend more than one hui, you can only vote once;
  - (c) There are no proxy votes available for those who are unable to attend the hui;
  - (d) There are no postal votes on this issue. It was regarded that it was important for those who are casting their vote on mandate to have heard in detail the mandating process, and the work of Hokotehi Moriori Trust so that they can be fully informed before their vote;
  - (e) All votes will be held in the official voting box, which will then be counted and the results made known to Moriori members;

- (f) All those who cast their votes will have their names validated against the hokopapa criteria as being of Moriori descent. This applies whether or not you are a registered member of the Trust;
- (g) It was made clear that the vote is for the organisation – the Hokotehi Moriori Trust – and not individuals or individual trustees;
- (h) Because a priority of the Hokotehi Moriori Trust is for trustee elections to be held as soon as possible, the actual negotiations with the Crown are likely to be conducted by those trustees, and appointed representatives, who are voted on by Moriori;
- (i) All votes will be accepted right up until the end of the last hui – the ballot box is open throughout the hui and votes do not need to be cast immediately.

*Presentation from Benjian Rehe Solomon – Te Kopinga Murae Hui*

- 4. Benjian addressed the Chatham Islands hui as the representative of the Wai 417 claim filed with the Waitangi Tribunal on behalf of three Moriori communities of Rekohu – Tamehana, Rehe and Nunuku ra. The representative body would be known as NURA.
- 5. Shirley King and Lin Entwistle asked questions of Benjian as to who the descendants were of Nunuku ra. Benjian replied that he was a descendant.
- 6. Benjian asked who the Wai 308 claimants were. Maui Solomon explained that in February 1988, Moriori had lodged the Wai 64 claim, followed by the Wai 308 claim in 1992. The claims were amalgamated and heard together. Maui Solomon also said that the Crown will only recognise one mandated representative body, and that the Trust would be negotiating all Moriori claims with the Crown. He welcomed Benjian as being part of that process.

*Comments from the floor*

- 7. At Arowhenua marae, Judy Wheal said that a group of former Tchakat Henu members sought accountability from that organisation for the management of their affairs, and were taking their concerns to the Attorney-General. She asked for a commitment from Hokotehi Moriori Trust to address those concerns so as to put the matters to bed and move on. Maui Solomon explained that the mandated issue was separate from the concerns held about the Tchakat Henu Association, and that time had been allocated in the agenda for Judy's issues to be voiced. Suzanne Brown had concerns that Hokotehi had not done enough to notify people of the mandated hui. Maui Solomon responded by saying that the Trust had publicly advertised and sent out panui and were conducting a series of three hui-a-Moriori, not just one.

8. At the Mihiroa Marae hui, Eileen Soanes expressed thanks on behalf of herself and her Hawkes Bay whanau to Maui Solomon for his efforts.
9. At the Te Kopinga hui, Nick Preece wanted Hokotehi to come back to the people constantly and regularly to update them. Maui responded that the most practical way to do this would be through panui, and to have hui at the major milestones in the negotiation process. He agreed there was a need for an efficient communication strategy. Maui explained that Hokotehi may require the input of experts to assist with the negotiation of the claim. Ann Thomas said Moriori must be recognised as tangata whenua tuturu. Alfred Preece said that because the Te Kopinga hui was closing earlier than expected, members could still cast their votes on the mandating issue right through till tomorrow afternoon.
10. The resolution to be voted on is:

**“It is hereby resolved that Hokotehi Moriori Trust  
be given the mandate to pursue the negotiations and settlement  
of the Moriori Treaty of Waitangi claim with the Crown.”**

11. The voting process was overseen by an official scrutineer, a legal adviser to the Trust. He had possession of all voting forms. The Hokopapa Unit, a committee of the Trust, applied the hokopapa criteria contained in Appendix One of the Trust Deed to those names of those who had voted to determine that they were of Moriori descent. The results of the vote are set out in the table below.

*Voting results*

Hui	Votes Cast	Invalid	Not Moriori	Verified Moriori	For	Against
Arowhenua	35	0	1	34	34	0
Mihiroa	21	0	5	16	16	0
Te Kopinga	19	2	1	16	16	0
<b>Total</b>	<b>75</b>	<b>2</b>	<b>7</b>	<b>66</b>	<b>66</b>	<b>0</b>

**HOKOTEHI MORIORI TRUST**

**Hui-a-Moriori, Arowhenua Marae, Temuka  
22<sup>nd</sup> and 23<sup>rd</sup> March 2003**

It is hereby resolved that Hokotehi Moriori Trust be given the Mandate to pursue the Negotiations and Settlement of the Moriori Treaty of Waitangi Claim with the Crown.

\* Tick one of the following boxes.

I agree with the above resolution.

I disagree with the above resolution.

Full Name: ..... ALFRED PREECE .....

Date of Birth: ..... *Alfred Preece* .....

Signature: ..... *Alfred Preece* .....

Date: ..... 22 march ..... 2003 .....

I am a registered/unregistered member of Hokotehi Moriori Trust.

HUI-A-MORIORI : Arowhenua Marae, Temuka, 22<sup>nd</sup> - 23<sup>rd</sup> March 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Leo Watson			
Bill Solomon			
Sally Solomon			
Julie Keman (re. Puni Pokiri)			
Tino Marshall			
Ngamare (Diddy) Columb nee Solomon			
Rana Sullivan (nee Solomon)			
Elizabeth Donaldson nee Solomon			
Colin Koronuku Keilana			
Uki Solomons			
Aisleigh Hamilton			
Steve Columb			

8

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HUI-A-MORIORI : Arowhenua Marae, Temuka (22<sup>nd</sup>) - 23<sup>rd</sup> March 2003

## ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Marie Rowley			
Dor Riwai Preece			
Julie Preece			
Karen + Greg Preece			
Hayden Preece			
Lawrence Rowley			
Sylvia Eyles			
Paul Lucas			
MATTHEW REDMOND			
LOIS MITCHELL			
Pauline Hindmarsh			
Tina Bagg			

HUI-A-MORIORI : Arowhenua Marae, Temuka, 22<sup>nd</sup> - 23<sup>rd</sup> March 2003

## ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karabuna/Family
Hana-Maraea Solomon			
Verdun Leigh Abbotima			
Ray Solomon			
Christine Solomon			
Hobo Marshall			
Irene John (Ned (Solomon))			
G. R. Kerikema			
Joni Entwistle			
Benda Clarkson			
Suzanne Bram			
Judy Wheel			
Irene Solomon			

HUI-A-MORIORI : Arowhenua Marae, Temuka, 22<sup>nd</sup> - 23<sup>rd</sup> March 2003

## ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Loel King			
Alfred Price			
J. Anderson			
Charlie Solomon			
Maui Solomon			
Rose Solomon			
DENNIS SOLOMON			
Charmaine Kintore			
Deborah Gomes			
Shirley King			
Barrie Eyles			
Denise Davis			

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Mr. Brown			
Kerry Solomon			
Jean Karilla			
Peter Solomon			
Jackie Solomon			
Peter Tuanui			
Allred Preese			

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JOE RAE WILLS

64-3-3050150

14/07/2003 20:36

HUI-A-MORIORI : Arowhenua Marae, Temuka, 22<sup>nd</sup> - 23<sup>rd</sup> March 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Colin de Groot			
Kevin Solomon			
Carol <del>Smith</del> Smith			

HUI-A-MORIORI : Mihiroa Marae, Pakipaki, Hastings, 29<sup>th</sup> & 30<sup>th</sup> March 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Emma Eastwood			
MONIQUE WARD			
Arthur WARD			
charlie Solomon			
John Ashton			
Carole Ashton			
Jan McKenzie			
Donna Mefe			
Aryau Mefe			
Marieka Mefe			
Cynthia Kapene			
REBECCA PAKOTI			

PAGE 01

JOE RAE WILLS

Ed-3-3050160

14/07/2003 20:52

HUI-A-MORIORI : Mihiroa Marae, Pakipaki, Hastings, 29<sup>th</sup> & 30<sup>th</sup> March 2003

## ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuana/Family
MARIA KAPENE			
Paula Uevcoe			
Judy Watson-Fisher			
Tony Fisher			
Laini Entwistle			
Judy Uheal			
Brenda Clarkson			
Lynn & Rose Dove			
Aileen Keating			
Lynn King			
Trish Rudolph			
Judith Karaitiana			

HUI-A-MORIORI : Mihiroa Marae, Pakipaki, Hastings, 29<sup>th</sup> & 30<sup>th</sup> March 2003

## ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Pomare Nihetu-Niama			
• Piripi Pomare			
Te Ao Rangi Pomare			
Paulette Pomare			
Jaylene Pomare			
Epika Pomare			
Manu-Ariki Pomare			
• Tanya Pomare			
Rawina Pomare nee(Kamo)			
{ Epika Arapata Tiwae Pomare			
• Des Pomare			
Teborah Gomes			

HUI-A-MORIORI : Mihiroa Marae, Pakipaki, Hastings, 29<sup>th</sup> & 30<sup>th</sup> March 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Suzanne Brown			
Ruth Brown			
Elaine Gosme			
E.H. Spence			
Val Mole			
Mauri Sloman			
Frank Hervey			
Rivers Rose			
Mary Klauke			
Brett Whyte			
Verdun heigh Nicholas			
Dorise + David			

JOE RAE WILLS

14/07/2003 20:52 64-3-3050160

5 Trustees please record

your attendance! HUI-A-MORIORI : Mihiroa Marae, Pakipaki, Hastings, 29<sup>th</sup> & ~~30<sup>th</sup>~~ March 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Julie Scrimgeour			
DENNIS SOLOMON			
Frank Harvey			
Shirley King			
ALFRED PREECE			
BARRIE EYLES			
Peter Tuamahi			
Wayne Soames			

JOE RAE WILLS

14/07/2003 20:52 64-3-3050160

①

HUI-A-MORIORI : Te Kopinga, Rekohu, 12<sup>th</sup> & 13<sup>th</sup> April 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
<del>John [unclear]</del>			
R. [unclear]			
<del>A. [unclear]</del>			
Ray Murphy			
M. [unclear]			
Tan King			
Nathaniel [unclear]			
<del>[unclear]</del>			
Danaue			
Ruth [unclear]			
J.S. [unclear]			
Brenda Clarkson			

2

# HUI-A-MORIORI : Te Kopinga, Rekohu, 12<sup>th</sup> & 13<sup>th</sup> April 2003

## ATTENDANCE RECORD :

Name	Postal/Residential Address
Laurence Clarkson	
TERRY PRENDIVILLE	
Nicola Ryan	
Pita Thomas	
Claude Ryan	
Lou Ryan	
Monique Ward	
BENJAMIN JAMES SENIOR MURPHY	
Patsy-Anne Ryan	
Sue Christensen	
Val Mite	
Eileen Jones	

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Phone/Fax/Email	Karapuna/Family
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3

HUI-A-MORIORI : Te Kopinga, Rekohu, 12<sup>th</sup> & 13<sup>th</sup> April 2003

ATTENDANCE RECORD :

Name	Postal/Residential Address	Phone/Fax/Email	Karapuna/Family
Mary Johnson			
Elaine Gomez			
EYVONNE R. KEREMONG			
Charlie Solomon			
Geo Watson			
Nick Preece			
JOHN ASHTON			
Carole Ashton			
Tom Solomon			
Thomas Lau			
Denise Davis			
DENNIS SOLOMON			

14

# HUI-A-MORIORI : Te Kopinga, Rekohu, 12<sup>th</sup> & 13<sup>th</sup> April 2003 ATTENDANCE RECORD :

Name	Postal/Residential Address
<del>Mauri Selouman</del>	
Shirley King	
Barrie Eyles	
Deborah James	
ANWATA & MIKAERE AMANDA KING	
Arana Tutu	
Julie Scingear	
Mina Rini	
TERESA McDONALD (ON BEHALF OF ALAN HARVEY)	

JOE RAE WILLS

64-3-3050160

20:56

14/07/2003

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Phone/Fax/Email	Karapuna/Family
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*APPENDIX TWO*

*Crown's recognition of Deed of Mandate*



## Minister in Charge of Treaty of Waitangi Negotiations

### Minita Nōna te Mana Whakarite Take e pā ana ki Te Tiriti o Waitangi

19 NOV 2003

Alfred Preece  
Chairman  
Hokotehi Moriori Trust  
PO Box 188  
CHATHAM ISLANDS

Dear Mr Preece

Firstly, we would like to acknowledge the efforts of the Hokotehi Moriori Trust and its supporters to advance the historical Treaty of Waitangi claims of Moriori. Thank you for the Deed of Mandate you submitted to the Crown in July 2003. As you know, officials have publicised the Deed and sought submissions from Moriori regarding the Trust's intention to represent Moriori in Treaty of Waitangi negotiations.

Having considered the Trust's mandate, we have come to the conclusion that the Trust has considerable support from the claimant community and is an appropriate structure to represent all of Moriori in the negotiation of Moriori's historical Treaty claims. We are therefore pleased to recognise the mandate of the Trust to represent the Moriori people in direct negotiations with the Crown for the settlement of their historical Treaty claims, which are all claims relating to Crown acts or omissions prior to 21 September 1992. This recognition is subject to the Trust continuing to maintain the support of the Moriori people.

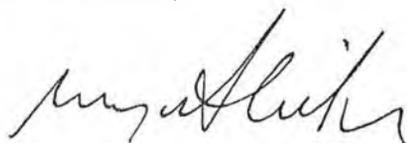
We recognise the strong support you have mustered, particularly significant given the numbers and wide dispersal of Moriori. Maintaining effective and open communication processes will assist you throughout negotiations, ensuring broad participation in elections and other decision points for the wider claimant community.

We note that you plan to hold Trustee elections in February 2004. As we are sure you will agree, elections provide an important mechanism of accountability for the mandated body. This will be the first opportunity for Moriori to decide who, as individuals, will represent them on the Trust. Until this has happened, we believe that it would be inappropriate to begin negotiations. Meanwhile, officials will be contacting you shortly to discuss the early stages of the settlement process with you, and assist you with any issues you may have in preparing for Trustee elections. They will also be able to advise you on ways to ensure that you maintain the support of your people throughout negotiations.

The negotiation and signing of Terms of Negotiation, an agreement between the Crown and Moriori on how negotiations will be conducted, is the next milestone to be achieved in the settlement process, after which formal negotiations can begin. This will be the first task of

the negotiators appointed by the Trust after elections. We look forward to celebrating this milestone with Moriori in the first half of next year.

Yours sincerely



Hon Margaret Wilson  
Minister in Charge of  
Treaty of Waitangi Negotiations



Hon Parekura Horomia  
Minister of Māori Affairs