timber in the sense that there is a market to-day. Kauri, like other wood, abounded, and with the supply so greatly in excess of the immediate demand, whatever value was to be attributed to it was a value *in futuro*. To have attempted then to assess a prospective value for it with any particularity would have been to enter upon an almost trackless field of speculation. When reporting on the 1st July, 1858, to the Land Purchase Department, the District Commissioner expressly mentioned that the block was chiefly in forest, comprising some very fine kauri and other timber; so it can be presumed that in fixing the price, account of that fact, to the extent that the existing circumstances then required, was taken by the authorities. To suggest otherwise is to impute improper or dishonest motives to the Purchase Commissioners and even to the Government itself—an untenable proposition. It may be that, having regard to the present-day values induced by the depletion of the country's timber resources, the consideration for the sale seems inadequate, but the transaction must be looked at in the light of the conditions prevailing at the time (1859): to judge it by applying existing standards of timber values is simply to be wise after the event. The Crown, in addition to laying out the purchase-money, has for many years borne the risk of the destruction of the forest by fire and other agents, as well as the cost of protecting it. It is a fair assumption that the Maoris would have long since parted with the land, and it is beyond doubt that no private purchaser would have saved the timber over till now. Just because the Crown has, in preserving the timber, created an asset which has become very valuable, the Natives cannot be heard to say that the bargain which was made with their forebears was an inequitable one. The principle stated by Judge Maning, reporting as one of the Commissioners on Hawke's Bay Native lands alienation (G.-7, 1873, p. 45) is applicable: "In all matters of buying and selling land, as well as everything else, the parties concerned, doubtless, as a rule each endeavours to make the better bargain; . . . but so long as both parties understood the terms of the agreement, and fulfilled them, and that there was nothing plainly inequitable in the bargain itself, I do not think the seller should be given any exceptional advantage in endeavouring now, after years have passed, during which the purchaser has been in undisturbed possession, to shake the title of the purchaser of the land merely because he, the seller, now thinks he might have made a better bargain, and complains boldly that he never sold at all, or never received payment, or that the payment agreed for, and paid, was inadequate."

It was laid down in *Wi Parata* v. *The Bishop of Wellington* (3 J.R. (N.S.) S.C. 72 at p. 79) that transactions which the Natives for the cession of their title to the Crown were to be regarded as acts of State and, therefore, were not examinable by any Court. Unless, in any particular case, it is clear on the face of it that some mistake or omission has occurred or that some real injustice has been perpetrated, it seems to me that public policy requires that an appeal be made to some such rule to meet any claims which may be made in respect of these old purchases. It is patent that if this particular sale can be attacked, many others might, by the same or similar tokens, be impeached—a state of affairs which cannot be contemplated with equanimity. It is neither in the interests of the State nor of the Natives that contracts anciently entered into, whether with the Crown or private persons, should be the subject-matter of endless review, particularly so in the case of the Natives, for their minds are unsettled, and they are easily mislead by the expectation of great gains, with the result that their substance is consumed in what must prove to be fruitless and abortive proceedings.

I have no recommendation to make in the premises.

G. P. Shepherd, Chief Judge.

In the Native Land Court of New Zealand, Tokerau District.—In the matter of section 16 of the Native Purposes Act, 1937; and in the matter of Petition No. 158 of 1935, of Hone Rameka and others, relative to the Takapau Block (alleged to be part of the Manginangina Block).

Pursuant to section 16 of the Native Purposes Act, 1937, the Native Land Court reports upon the claims and allegations in Petition No. 158 of 1935 as follows:—

(1) Two hearings took place before Frank Oswald Victor Acheson, Judge, one at Kaikohe on the 17th and 18th January, 1939 (B. Is. 17, folios 35 to 75), and the other at Auckland on the 27th and 28th June, 1939 (B. Is. M.B. 17, folios 147 to 175). The Hone Rameka section of the petitioners was represented by Mr. E. C. Blomfield, while the Tamati Arena Napia section was represented by Mr. Hall Skelton. The Crown was represented by Mr. V. R. Meredith, Crown Solicitor, Auckland, assisted by Mr. O. A. Darby, of the Lands Department.

(2) The Court found the petitioners' case to be weak on technical and legal issues but strong on the moral issues involved. The Court found the Crown case to be strong on the technical and legal issues but weak on the moral issues involved. The protection guaranteed by the Treaty of Waitangi to Maori tribes, chiefs, families, and individuals in respect of their lands seems to have been overlooked by the Crown's officers participating in the negotiations for the purchase of the land in question. An otherwise praiseworthy zeal to protect the Queen's and the nation's purse seems to have thrown into the background and even entirely submerged the Crown officers' collateral duty to protect the Queen's and the nation's honour. So 7,224 acres, comprising probably the lordliest kauri forest (now Puketi State Forest) in New Zealand, was bought for a pittance (£240, or 8d. an acre) from a few chiefs who by no stretch of the imagination could, in Maori custom, have been the sole and true owners. Contrast this with the instructions given by the Marquis of Normanby on 14th August, 1839, to Captain Hobson on his departure on his historic mission: "All dealings with the aborigines with their lands must be conducted on the same principles of sincerity, justice, and good faith as must govern your transactions with them for the recognition of Her Majesty's sovereignty in the Islands." The Court's report will show that a grave injustice was done in the name of the Crown to numerous