

by the acts of their Chiefs in 1859 as to the fact of the sale and cannot be heard to deny that the land was sold in a proper and regular manner. Plainly, therefore, the only injustice (if any) of which the Ngati Whiu could now be heard to complain must be based on, and limited to, the question of inadequacy of the price.

13. The Waaka Nene people, and perhaps some of the people represented before us by Mr. Blomfield, are not in the same position. Their ancestors are not named in the deed as sellers, the land being described therein as the property of the Ngati Whiu Tribe. Consequently, therefore, so far as the Waaka Nene section (and possibly some of Mr. Blomfield's clients) are concerned, the question of price does not arise at all unless it is first shown to our satisfaction that their ancestors were, as well as the Ngati Whiu Tribe, owners of the Mokau Block; and Mr. Reynolds was quite right in saying that in that way, so far as he is concerned, the question of ownership, and not that of price, is the crux of the matter. It is only if he and Mr. Blomfield are able to show that the predecessors of their present clients were owners of the block as well as the Ngati Whiu, and if the questions of knowledge, acquiescence, and delay are satisfactorily answered, that the question of price will arise so far as they are concerned.

14. Mr. Reynolds frankly appreciated the difficulties inherent in his case, and he endeavoured to meet and overcome them by such evidence as he was able to adduce, and by logical and reasoned argument. The same may, we think, be said of Mr. Blomfield, who, however, did not take so prominent a part at the hearing. On the other hand, Mr. Skelton took up a much more aggressive attitude, as will be seen in the next succeeding paragraph.

15. According to him—we are repeating substantially his own words—Wiremu Hau was the only person who signed the deed for himself; the others were not present; Wiremu Hau got strangers to come along and put their names down on the deed with a cross as proxy for the other nine and bolster up the deed by making it appear to be a true document; the top man (meaning Wi Hau) signed his own name, and the others—in their absence a proxy signed for them “at the behest of this man, Wiremu Hau”; of the nine men who signed, there is one at the bottom who was thought to be a signatory, but who “turns out to be a proxy”—“on the document I have got they have ‘omitted’ written alongside his name”; (incidentally, it may be said that there is no such word as “omitted” at all on the document; the word is an abbreviation of commissioner—“comr” to describe Mr. Kemp, whose name is on the document as witness); the plan on the deed was a bogus plan, something concocted after the deed was signed; the vendors named in the deed were not the owners of the land; the Maoris did not know of the sale for a period of more than sixty years; both Wi Hau and Mr. Kemp acted fraudulently; Mr. Kemp had acted in a dual capacity, and Wi Hau had been bribed; the block was sold under a bogus name. Then Mr. Skelton criticizes “the so-called missionaries, who were not missionaries but laymen,” and he describes them as “marauders.” (Incidentally, it may be said that the missionaries had nothing whatever to do with the Mokau transaction, and the criticism had no relevance to the subject-matter of this inquiry—the most that can be said is that Mr. Kemp was the son of a missionary.) Mr. Skelton's reference to the question of price for the block will be the subject of later observations. Meantime we shall proceed to deal seriatim with his other assertions and allegations to which we have referred.