on such flimsy material as that which they have submitted to this Commission. Even if it could be shown that they had prepared (or presented) a petition in the early years of this century, there would still have been a delay up to that time of nearly fifty years, and even then there was the further delay for a long period until 1935 during which no action was taken.

57. There remains, however, the question of the consideration paid for the land. That question must be considered, although, if compensation were to be given by reason thereof, the ironical result would be that the only persons who would be *prima facie* entitled to any such compensation would be the descendants of the very people—namely, the Ngati Whiu—who actually and deliberately sold the land in 1859. It would, however, be impossible, owing to the inter-marriage that has taken place during the last century, to individualize the compensation, which would have to be applied generally to Native purposes over the whole community of the district, so that many of the beneficiaries (perhaps the majority) would be people who really would have no claim at all to compensation because their rights had not been infringed.

58. In dealing with the question of consideration we have to regard not present values, but values at the time of the transaction—namely, in 1859. One further observation must be made: the mere fact, if fact it be, that the consideration paid was small would not in itself justify us in making a recommendation for the payment of compensation. Before such a recommendation could be made it must be shown not merely that the consideration was small or inadequate, but that it was so grossly inadequate as really to shock the conscience. It has been judicially said on various occasions that a Court—and for all practical purposes this applies to a Court of conscience, such as, in effect, this Commission is, as to any other Court—must avoid the easy but fallacious standard of subsequent events. With all respect to Judge Acheson, we cannot help feeling that he has unconsciously succumbed to a temptation to apply that easy and fallacious standard, and we think it is regrettable that he should have been led into using what we cannot but think is very exaggerated language when he says: "The Court says firmly and definitely that the price was unconscionable and even outrageous, but that the Crown's officers and the Government of the day were not the only ones to blame. Wi Hau and the others who assisted him in this unconscionable bargain betrayed the interests of their own sub-tribe, Ngati Whiu, and of its individuals, as well as the interests of other sub-tribes . . . "

59. We cannot but feel from a perusal of the whole of Judge Acheson's report that the statement is induced by what he considers to be the present value of the timber on the land, and to some extent perhaps by his curious misinterpretation of the expression "ascertained quantity" in Mr. Kemp's letter of the 4th October, 1858, referred to in paragraph 23 of this report. In this connection he says, after stating that there were no official figures given to the Court, and that the absence of such figures had compelled Mr. Hall Skelton to quote £5,000,000 as the probable value of the sawn timber likely to be taken from Puketi Forest, that the Court had no doubt whatever but that the timber had been accurately appraised by Forest officials, and that the figures were available on State Forest files. We are satisfied that the timber had not at that stage been accurately appraised by Forest officials, and that figures as to any such appraisement were not