

is in striking contrast to that which he made in the 1925 case where he said, speaking of the motives lying behind the efforts of the petitioners: "They see in the Hokianga district very large areas of most valuable kauri forest which their elders sold to the Crown in 1875 to 1877, for what was then a fair price, but what now represents only a small part of the present value." That observation precisely meets the present case, where the land was sold many years earlier—namely, in 1859—for 8d. per acre.

67. It follows from what we have said that we disagree with Judge Acheson's finding that the price was unconscionable. We also differ from him in various other conclusions, and it is the fact that we are differing from his findings that has impelled us to state at some length our own conclusions and the grounds on which they are based. We think that possibly the difference between our view and Judge Acheson's is that, on a careful reading of his report, it would appear to us that he may have, in effect, misdirected himself as to the onus of proof.

68. There is no difference in principle between the present case and any other case where land, or any other more or less permanent commodity, is sold at a small price and in the course of years, owing to development and altered conditions which could not well have been foreseen, may have risen tenfold or a thousandfold or more in value. Unless in some way the vendor in the original transaction has been defrauded or overreached, it cannot be said, either legally or morally, that he has suffered an injustice which calls for compensation. In our view, no injustice has been done or would be done to the former Maori owners of the block or their descendants or representatives, or any of them, in asserting and maintaining the Crown's title to the block as against such former owners or their descendants or representatives, or any of them, and the case therefore does not call for compensation.

69. A great deal was said by Judge Acheson in his report and by counsel in the present inquiry about the Treaty of Waitangi. If, as we have found, the land belonged to Ngati Whiu alone and the deed of cession was properly executed and was binding upon all whom we find to have been the owners of the land, no question arises under the provisions of the Treaty, while, on the other hand, if we had found that any wrong or injustice had been shown, the Commission would have given us ample authority to consider the matter accordingly, irrespective of the Treaty. We mention this point only for the purpose of showing that it has not been overlooked.

70. There is just one other point that perhaps we should mention. On the last day on which the Commission sat, Mr. Skelton said that the Maoris had asked him to request the Commission to withhold its report until after they had procured an expert to count and measure the trees. The adoption of that course would, in our view, have involved the Natives in considerable expense without any possible beneficial result.

71. Mr. Reedy has felt some diffidence and hesitation in agreeing with some of the conclusions of the other members of the Commission. In particular, he inclines to the view that Waaka Nene was an owner of Takapau and that Wi Hau was an owner in lesser degree, but, in view of the other difficulties in the way of the Maori claimants to which we have referred and of the necessity for finally disposing of these claims, he feels that his doubt or hesitation on the question of ownership is not sufficient to justify him in dissenting or making any separate report. With that explanation, he joins with the other members of the Commission and is a party to this report accordingly.