

the Europeans were pressing the Government to purchase, but there is evidence to show that the Maoris, or a large section of them, though they had not been prepared to sell in 1880, were, in 1888 and 1889, pressing the Government to purchase. Furthermore, a statement to this effect was made by Mr. Ngata himself in moving the committal of the Bill of 1910, when he stated in his speech that “pressure was brought to bear *by the Natives themselves* and by Europeans in the locality for the Crown to purchase the township.” (Our italics.)

21. Eight: Suggestions have been freely made that some of the Government officers who had to deal with these matters between 1880 and 1889, and, indeed, some members of the Government itself, were guilty of bad faith in connection with these various transactions, and that there was some dishonesty connected with the sale itself. We have considered all these suggestions very carefully because, whether they are relevant or not to the particular matters that we have to inquire into, it is very important in our opinion, the allegations having been made, that they should not be left on record without an expression of the Commission’s view concerning them. We say without hesitation that we see no reason whatever to doubt the honesty and good faith of the Government officers and Ministers concerned in any of these transactions. A letter or telegram here and there might, unless considered in its proper context and in conjunction with the other correspondence and all the surrounding facts and circumstances, appear to bear some sinister implication. But in our view all these various documents, fairly and properly considered in the light of all the facts and circumstances, are capable of honest explanation. The transactions in connection with the leasing administration and with the sale were honestly conducted, and we have no doubt that both Ministers and Government officers thought that they were acting for the best and that ultimately the consideration that was paid on the sale in 1889 was a fair and adequate consideration. That, however, does not mean that errors of judgment may not have been made—errors of judgment of sufficient importance to justify in part the Ngati Whakaue’s present claims.

22. As already stated, we have had a special purpose in introducing into this report the various matters comprised in the last eight preceding paragraphs. If it is desired and intended that our recommendations are to be acted upon, and that all these complaints and grievances should be ended once and for all, we think that the recital of all the matters detailed in the last eight paragraphs is important, if only to clear away misconceptions, some of which have previously been shown and admitted to be misconceptions, but which, nevertheless, have been subsequently set up and alleged again.

23. All these matters were indeed cleared away during the course of the proceedings before us, and, after the ground had been cleared by their disappearance, it was admitted on all sides that there were only two issues involved, namely:—

- (i) The question of neglect or mismanagement in connection with the leasing operations between 1882, when the first leases were sold, and 1889, when the Crown effected its purchase from the Maori owners; and
- (ii) The adequacy of the purchase-money or consideration on the sale as at the time when the sale was made and having due regard to the then existing conditions.

That, indeed, was the way in which the case was dealt with by Chief Judge Jones, and those are the two issues which he considered and upon which he made the recommendations to which we shall refer presently.

24. Before we do that, however, the ground must be further cleared. So far we have dealt with a number of allegations and claims made by the Maoris which in our view cannot be supported. The additional matter to which we refer now is a contention made not by the Maoris, but by the Crown; we mentioned it briefly in paragraph 10. It was made before Chief Judge Jones in 1930 and again in 1935, and it was also made and pressed in the proceedings before us. The contention is that these claims by the Ngati Whakaue in regard to Rotorua Township or the Pukeroa-Oruawhata Block were included in the settlement made in 1922 and expressed in section 27 of the Native Land Amendment