

But if the liberality of the Maoris is relevant, and the question is one of fairness and conscientious dealing, there should at least be some kind of reciprocity. Indeed, the gifts made by the Arawas have, according to Kepa Ehau, already been taken into consideration—namely, in arriving at the settlement in 1922. Mr. Ehau said in the proceedings before Chief Judge Jones in 1930: “The claim of the Arawas was as to the Lakes, but in the settlement other matters were brought in arising out of certain promises made to the Arawas and gifts of land by N’Whakaue to the Crown. These latter things were used as levers as showing that the Arawas had strong claims upon the Government’s consideration.” Further, in the payment of £6,000 per annum in perpetuity which was made under the 1922 settlement and the legislation of that year, the Government treated the Arawas magnanimously. It is true that one of the principal matters settled was the dispute as to the ownership of the lakes, but it seems beyond question that in agreeing to this considerable annual payment the Government was influenced by the gifts made by the Ngati Whakaue (as Mr. Ehau suggests), and also by the Maori representations, and the Government’s own belief, that the indigenous fish such as the koura, which had been part of the staple food-supply of the Arawa Tribe, had been destroyed by fish such as trout imported by the Europeans. That appears to be plain from the memorandum previously referred to which was brought before the Stout-Ngata Commission, and by a statement in the report of that Commission that “It hardly comes within our province perhaps to deal with a grievance of which the Arawas make great complaint. The matter, however, was brought before us, and we think it is our duty to represent it to Your Excellency. The indigenous fish in the streams and lakes of their district have been almost wholly destroyed by the trout that have been placed in these streams and lakes. The trout were placed there as a great attraction to tourists and others visiting the Thermal-Springs District. That the Maoris have suffered a grievous loss by the destruction of the indigenous fish cannot be denied. These fish were a great part of their food-supply . . . The bitterness felt at the destruction of their indigenous fish, and at the punishment inflicted on them if they fish for trout in their own streams, is very great.” But it has turned out, and for this—apart from general knowledge—we have the authority of Sir Apirana Ngata in a letter written by him on the 12th June, 1929, to the Minister of Internal Affairs, that the koura have become re-established in the lakes in apparently as plentiful a supply as had existed before the introduction of the trout.

28. Again, it would seem that the Government some time after taking over the construction of the railway from the Thames Valley and Rotorua Railway Company, Ltd., paid the Maoris a sum of £2,750 or thereabouts, being 5s. 6d. per acre, in respect of land which the Maoris had gifted to the company in connection with the construction of the railway. We do not feel that we can make any positive statement regarding this particular matter, because the transaction, as explained to us, is somewhat confusing, but it would appear that the payment of the £2,750 to the Maoris was probably one that the Government was not under any legal obligation to make. We merely mention this matter because of the references made to it on both sides during the inquiry; at most, assuming that the payment was in effect a gift, it shows that liberality was not altogether the monopoly of Ngati Whakaue—it does not affect the question of the adequacy of the consideration given for the sale of the township.

29. There is another matter which should not be passed over without notice—namely, the provision, which was continued after the purchase, of free hospital treatment. It will be remembered that under the Fenton Agreement one of the provisions was “Maori sick are to be admitted to the hospital without payment,” and that Mr. Kepa Ehau said in the proceedings before Chief Judge Jones in 1930: “It is a short clause but means a lot inasmuch as the charges are 12s. per day. At times there are as many as ten persons being treated at once. One fails to grasp what this actually means to members of the tribe.” It may be, though it is not necessary to determine this, that the sale and purchase of the land in 1889 put an end in law to the provisions of the Fenton Agreement, but whether that be so or not, the fact is that the provision for free hospital treatment has continued ever since. That the provision is a valuable one