

have been open to the Maoris to make any complaint as to inadequacy of price, although of course, the question of compensation in respect of the alleged mismanagement of the leasing system would have still been open.

39. We are all in agreement that in fairness—and, after all, it is upon principles of fairness that Your Excellency's Commission directs us to consider these questions—the Ngati Whakaue are entitled to some compensation on the basis of the recommendations made by Chief Judge Jones, but to a somewhat larger sum than he recommended. As already indicated, we prefer to treat the two issues as one and to make a recommendation *in globo*. But we have found difficulty in agreeing upon what the amount of compensation should be. Bearing in mind, however, that this is a class of case where, on the question of quantum of compensation, it may well be said *quot homines, tot sententia*, and bearing in mind also the desirableness of securing finality in regard to these claims, we have considered ourselves at liberty to approach the matter in a spirit of compromise. In that spirit we recommend, taking both items together, that payment be made of a lump sum of £16,500 as a comprehensive settlement of all these Ngati Whakaue complaints and grievances. There should be no additional payment in respect of either interest or costs. We have considered both those matters in making our recommendation of £16,500 to cover everything, and we would regard the payment of that amount as sufficient in all the circumstances to meet the case with fairness and justice.

40. If this recommendation be adopted, we would suggest that the money should be disbursed through the Maori Land Board of the district pursuant to orders to be made by the Maori Land Court. After the costs incurred by the Maoris have been paid, the balance should be ordered to be distributed in accordance with any agreement between the Maoris themselves, or, if the Maoris so agree, to be applied to Maori purposes in the district. In default of agreement the distribution should be settled by the Court. We understand that all parties concur in desiring that the distribution should be settled by the Court in default of agreement. We understand also that in all probability the allocation of the compensation would be according to the order made by the Native Land Court determining the relative interests in the 20 acres of land which, after the purchase, was returned by the Crown to the Maoris. Mereana Clayton would not be entitled to share in this compensation, as she has been already paid full compensation under the Act of 1910; nor would any others who have been paid compensation under the Act of 1910. As to Kapa Ehau and any others who signed the purchase deed in the years subsequent to 1889, their interest in the compensation may require adjustment; if they are desirous of sharing in the distribution, they should be permitted to do so only on the condition of bringing into hotchpot the difference between what they would have received on the basis on which the £8,250 was assessed—*i.e.*, £7 10s. per share—and what they actually received eventually for their respective interests. We think it better, on the whole, subject to these suggestions, that the matter should be left to agreement amongst the Maoris themselves, and if they cannot agree, then the Maori Land Court would have to hear the parties and make its own order.

We have the honour to be,

Your Excellency's humble and obedient servants,

MICHAEL MYERS, Chairman.

A. M. SAMUEL, Member.

H. T. REEDY, Member.

Wellington, 6th July, 1948.

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