

owners—and, it should be noted, he was a dissentient from both resolutions—Te Hira commenced to sell his interests in the papakainga *before* he sold to the Crown the other Orakei subdivisions owned by him—*i.e.*, Orakei No. 1A 2 and Orakei No. 3A and 3A 2 East. Any requirement of such promise as is alleged must have had its roots in the attachment which the Maori commonly has for his kainga lands. It is unlikely that if the agent of the Crown had promised that the papakainga land should be left to the Natives, Te Hira, occupying the position that he did in the community, would have relinquished, if only in part, any interests therein before disposing of his interests in other blocks.

73. Another factor in the determination of the question as to whether any such promise as is alleged was held out is the degree of willingness or otherwise with which the Native vendors disposed of their interests. Before the Crown commenced to negotiate with Native owners of interests in Orakei Block they had agreed to sell to private persons the equivalent of 387 acres. The readiness of the Natives to sell was such that any promise as to their retention of the papakainga would not appear to have been necessary to induce them to sell. Mr. Mays deposes that he never approached any Native with a view to purchasing his interests in the papakainga, and that, the moment it was known that he had commenced negotiations, the Natives came in from all sides. That this is the case is evident from that fact that, during the first year of the purchase operations, an area of approximately 14½ acres was acquired out of the total of 38 acres 3 roods 16 perches. Mr. Bowler stated that he never asked any Native in Orakei to sell; they always came to him. Far from the Natives wishing to have the papakainga reserved for all time, they in many cases very readily offered their interests therein for sale to the Crown.

74. The broad conclusions, then, to which I have come are as follows:—

- (a) Mr. Mays did not give any instructions for a promise to be held out to the Natives that the papakainga land would not be purchased by the Crown.
- (b) He made a statement, and it might properly have been passed on, that the Crown was not just then purchasing the papakainga. This was a mere statement of intention and in no way a promise.
- (c) It is not proved that any promise was made by Ngapipi Reweti to any Native other than Wiremu Watene Tautari. The probabilities and other circumstances negative a promise to any other Native.
- (d) If a promise was made to Wiremu Watene Tautari, then it was unauthorized. Ngapipi Reweti had no authority to give a promise pledging the Crown not to purchase the papakainga land.
- (e) In my view, if such a promise was made to Wiremu Watene Tautari, or to others, which is not proved, the Crown was not in the circumstances legally or morally bound thereby.

75. Question 7 is, “Whether any promises were made or held out by any official or agent of the Crown to the Native vendors of any portion of the Orakei Block that, in consideration of their selling their interests in the Orakei Block elsewhere than in Orakei No. 1 Reserve (the papakainga block), the Crown would not purchase the interests of the Natives in the said Orakei No. 1 Reserve (papakainga block), and if any such promises were made or held out by the Crown’s officials or agents, whether such promises were made or held out with the authority of the Crown, and whether the Crown was bound thereby either morally or legally.” The answer is “No.”