other cases on which we substantially agree, separate Reports are presented by Judge Maning and myself. Two extraordinary causes have tended to prevent unanimity. In the first place, the composition of the Commission, equally taken from the two races, made it next to impossible that its members should be able to adopt exactly the same view of matters such as have come before us—matters vitally affecting the relations of Pakeha and Maori, and involving discussion of the measures requisite to bring the native people within the circle of our civilization. Apparent unanimity could only have been brought about by a process of indoctrination which would have robbed, I submit, of their peculiar value, the opinions of the Native Commissioners. From the first, indeed, I determined that it would be wrong to ask the assent of my Maori colleagues to views only possible from a European stand-point. In the second place, the great mass of business presented to us—a mass such that we were unable to deal directly with much more than one-fourth of the whole number of complaints—detained us, taking evidence at Napier, until the latest day to which other official duties could be postponed, and we were compelled to separate without the possibility of deliberating together upon the most important of the cases brought before us, or upon the general questions raised by our inquiry as a whole. This latter circumstance made it more convenient to report separately on the Heretaunga Case.

Nevertheless, with respect to many of the minor cases, upon which Reports were prepared and discussed at Napier, it will be found that we are substantially agreed; although Te Wheoro's absence in Waikato, on service of importance will, I believe, prevent the formal notification of his assent to many of the judgments of his colleagues. Between Mr. Maning and myself, there will be found scarcely any, if any, difference upon particular cases. Some difference, however there is upon more general questions; as will be apparent on perusal of our separate Reports upon the Heretaunga Case, and our General Reports.

Such then, on the whole, is my apology for presenting to Parliament a mass of matter which may, I fear, seem almost as intractable, and out of all reasonable compass, as was the business itself with which we had to deal.

The complaints heard by us—exclusively of those concerning the old Crown purchases specified in the schedule to the Act, which were chiefly disputes about boundaries—may be classified as:—

I. Complaints of fraud in relation to the particular transaction.
II. Complaints of the operation of the Native Lands Acts, and of the procedure of the Native Lands Court.

The first class is subdivisible into complaints:—

1. That, on purchases by native dealers the vendor was not paid in cash, but compelled to accept credit in account-current with the purchaser, and to take the value out in goods.
2. That part of the purchase money went to pay off old scores for spirits.
3. That the sale was forced by undue pressure on the part of creditors.
4. That the consideration was grossly inadequate.
5. That Government or Missionary influence was used to bring about a sale.
6. That the purchase money was not fully paid, or that other conditions of sale were unperformed.
7. That the purchase money was not fairly apportioned amongst the vendors.
8. That the concurrence of leading chiefs, acting as agents for the rest of the vendors, was purchased by secret gratuities.
9. That the transaction was not properly explained by the Interpreter.
10. That the native vendors were not advised by a lawyer.

I now proceed to consider, *seriatim*, the grounds of complaint ranged under these several subdivisions.

I.—1. As to Credits for Purchase-money in Account Current.

Nearly all the sales which we investigated were made to dealers. The land was in fact taken in discharge of a previous debit balance. It cannot be satisfactory to anybody to part with property when he has already dissipated the price. When we see how many educated persons are too lazy or indifferent to check tradesmen's accounts against themselves, and how bills run up to unexpected totals, it cannot be surprising that natives are discontented with the results of their own careless and extravagant expenditure. We had many long accounts before us, and did what we could to test the fidelity with which they had been kept. We employed an accountant, who examined portions of the books of two of the dealers whose transactions were the most extensive. This gentleman checked the posting of the ledgers from the day-books. He was instructed to report particularly any seemingly gross overcharge, and every appearance of fictitious, altered, or otherwise fraudulent entries. We also endeavoured, but without much success, to test the actual delivery of the goods. Many items were admitted by the natives concerned; and the accounts being generally two or three years old it was not possible to attach much credit to the occasional denial of the receipt of small parcels of ordinary goods. On the whole, the result of our examination was favourable to the traders whose books we inspected. For more particular information I beg leave to refer to the separate reports of Mr. Witty, and to my own note on Mr. Maney's accounts. [*Vide* Supplement to Case No. XIV.]

No doubt the temptations to fraud in dealings upon credit with the more ignorant natives are very great. It would, of course, be possible to check by legislation the extension of credit to natives, but the case seems to me, on the whole, not one for exceptional legislation. The Fraudulent Sales Prevention Act, now in effect, provides for a previous investigation of accounts before the allowance of a conveyance; and the incumbrance of tribal property with the debts of individuals will, I trust, be put an end to by amendments in the Native Lands Acts.

A good many charges were made against dealers, that they refused to pay cash for land which they had agreed to buy, and that the vendors were thus compelled, or induced, to begin to take goods. In