1887.
NEW ZEALAND.

OWHAOKO AND KAIMANAWA NATIVE LANDS.

SIR W. L. BULLER'S STATEMENT.

Presented to both Houses of the General Assembly by Command of His Excellency.

No. 1.

Dr. BULLER to the PREMIER.

SIR,— 52, Stanhope Gardens, Queen's Gate, London, S.W., 1st November, 1886.

I have the honour to forward herewith my statement in regard to the Owhaoko matter, which was referred to a Select Committee of the House of Representatives last session, and formed the subject of a report in which my name is mentioned,

I have to request that you will lay this statement on the table of the House at the commencement of next session, and that you will, as a common act of justice to myself, give it the same publicity as was accorded to the paper which contained the unmerited reflections.

I have, &c.,

The Hon. the Premier, Wellington, New Zealand. W. L. BULLER.

Enclosure.

Dr. BULLER'S STATEMENT *re* OWHAOKO.

I HAVE seen Sir Robert Stout's memorandum of the 18th May last, also the report of the Select Committee, and the evidence upon which it is based. Whilst entirely exonerating Judge Fenton, the report adds: "Several serious charges have been made against Dr. Buller in the course of the inquiry, as to which, that gentleman being absent and unrepresented, the Committee offer no opinion." After careful perusal of all the papers I find that these "charges" resolve themselves into three. I shall take them in the order in which they arise.

1. The first and most offensive of these is a direct accusation of falsehood brought by Mr. Fenton himself. I quote from the printed evidence (page 3):—

"*Mr. Bell:* Go on to Dr. Buller's telegram of the 26th July, which is as follows: 'Wellington 24th July, 1880. *Re* Owhaoko. Please inform me by telegram of the names of the applicants for rehearing. The case has been adjourned *sine die*, and Mr. Fenton has advised Studholme to make, terms with a view to withdrawal.—W. L. BULLER.—A. J. Dickey, Esq., Native Land Court, Auckland.' I call your attention to the last words, that is, 'Mr. Fenton' to the end. I ask you what you say to that?

"*Mr. Fenton:* I say this: that this is almost the only point—I will not say altogether, but it is the feature in this paper which I have a distinct recollection of. I remember it for this reason: that I saw this telegram months afterwards, in Auckland, when looking over the files for some other purpose, and I was very much annoyed at this—not so much that I should have minded making a suggestion to Mr. Studholme or any one else if I could fix up a quarrel; but because in this case I had not done so, and I thought it was an impertinence on the part of Dr. Buller, and I think so still.

"*Sir R. Stout* (page 5): I do not wish to jump at conclusions, as Mr. Fenton may have excuses to offer to my satisfaction. For instance, to-day he says Dr. Buller's statement in the telegram to Mr. Dickey is untrue. I assumed in my memorandum that what Dr. Buller said was true; but Mr. Fenton says it is not true. I have no prejudice or bias in the matter, and if Mr. Fenton can explain other things in the same way I shall be the first to acknowledge it. He says Dr. Buller stated what was untrue, and I shall believe him, and shall assume that Dr. Buller has wired to the Clerk of the Native Land Court an untruth."

The accusation here is clear and distinct; and Mr. Bell, in his address to the Committee, as Mr. Fenton's counsel (page 74), thus apologetically refers to what had occurred: "The writer of the memorandum knew that Dr. Buller was absent from the colony; and the comment upon this telegram drove us into what has been a very unpleasant position—the contradiction of statements made by an absent man, who is not here to meet that contradiction."

The above evidence was taken by Mr. Fenton on the 1st July. Seven days later—being still in attendance before the Committee—he wrote (on the 8th July) a remarkable letter to Mr. Studholme (then in London), which is now in my possession. In this letter he says, "My object in writing to you is simply this: Don't you or Buller write or say anything to anybody at present. I am doing the best I can for all of us, and you or B. might take a line which would destroy everything and be extremely disastrous. You know Buller's impetuosity, and how he might be writing something which would put all the fat in the fire. Pray see him at once, and tell him to write nothing. I can see what is best much better than you or he can away from the place. So pray take some trouble in insisting that nothing shall be said or written by either of you. Conflict would be destruction. I think there is a disposition to protect the European interests. Stout, however, is mad on the subject of the Natives. You will understand, I hope, the importance of silence, at present, on the part of yourself and Buller."

Now, what does all this mean? I confess I cannot see that the silence so strictly enjoined was of "importance" to any one but Mr. Fenton himself. If the Committee had adopted Sir Robert Stout's suggestion to cable me, "Is statement of 26th July true?" they would have received an immediate rejoinder in the affirmative, and there would then have been introduced into the evidence the "conflict" which Mr. Fenton so strongly deprecates. As it was, however, his evidence stood uncontradicted. He was exonerated, and the stigma of an alleged falsehood left upon me. Sir Robert Stout (page 8) says, "It was on the assumption that Dr. Buller's telegram was correct that I made that comment;" and Mr. Bell replies, "Yes, I suppose that is so—I accept that," being apparently only too ready to save his client at my expense.

Whilst vindicating me from the imputation of unprofessional conduct, as Mr. Fenton was of course bound to do, he formulates himself an odious charge never even suggested in Sir Robert Stout's memorandum; and this is what he calls "doing the best I can for all of us."

I would have been prepared at any time to give a circumstantial account of the whole matter, so far as I was concerned, and I am utterly at a loss to understand Mr. Fenton's dread of my "writing something that would put all the fat in the fire."

After receiving Mr. Fenton's printed evidence I appealed to Mr. Studholme for a verification of my telegram of the 26th July, 1880. I append my letter and his reply. It is perhaps only natural that, in the face of Mr. Fenton's emphatic denial, Mr. Studholme should, after a lapse of six years, hesitate about being "quite positive." But when Sir Robert Stout's memorandum arrived in London, some three months ago, I read it over with Mr. Studholme, and he did not then take any exception to the accuracy of my statement in the telegram.

My own recollection of the matter is quite distinct; and had not such a communication been made to me by Mr. Studholme it would have been quite impossible for me to send the telegram in question. This I did in perfect good faith, giving it as a reason why Mr. Dickey should supply the information aked for. Had I thought the statement untrue, this was about the last thing I should have done, knowing, as I did, that my telegram would sooner or later come under Mr. Fenton's eye. It seems to me the more likely that such advice was given by Mr. Fenton to Mr. Studholme, because he says himself there was no impropriety in his doing so. His counsel, Mr. Bell, states it thus (page 74): "Mr. Fenton positively denies that he did give the advice which he is stated to have given by Dr. Buller's telegram of the 26th July, 1880; though he says frankly that he sees nothing improper in the course which is attributed to him by Dr. Buller, and that he should not consider it improper to advise litigants in his Court to see if they could not make terms among themselves."

Coupled with the suggestion as to making terms, there was (as I was informed) the assurance of Mr. Fenton—without which I would never have put my client to the cost of a special trip to Taupo—that, if the "signatures" proved to be in the handwriting of one and the same person, he would recognize the same authority for withdrawal. Mr. Studholme does remember Mr. Fenton telling him this. There must, therefore, have been a conference or meeting between these gentlemen, although Mr. Fenton appears to have quite forgotten it, and now denies it altogether.

Mr. Fenton says (page 3) that he did not see my telegram for several months, and that when he did he was "very much annoyed." But he admits having left it on the official file without noting any contradiction or making any remark upon it. This is somewhat remarkable, because Mr. Fenton states that it was his invariable habit to minute every telegram and paper which came before him in his executive capacity. It is more remarkable still that, although I was in frequent communication with him for five years afterwards, and on terms of friendship up to the time of my leaving the colony, he never mentioned the subject to me, or hinted in the remotest way that he believed me guilty of this deception.

Even Sir Robert Stout, in his second memorandum, commenting on the evidence (page 82), says, "Mr. Fenton saw that telegram on a file of the Native Land Court, and, though he considered the telegram impertinent, he took no means to do as Mr. Stewart suggested, to minute it as untrue, nor to complain to Dr. Buller of his conduct in sending a telegram to the Clerk of the Native Land Court that was incorrect."

It may be objected that I ought not, in this statement, to have made use of Mr. Fenton's letter of the 8th July. It was sent to me by Mr. Studholme without any restriction, and it is not marked "Private;" but, even if it had been, I think I should have felt justified in using it in order to repel an accusation of falsehood.

2. The next charge is one made by a Native witness, Hiraka te Rango, who, however, frankly admits that it is mere hearsay. He states that I induced the applicants to withdraw by paying a sum of £50 to Topia Turoa, and sums of £5 each to others. He honestly adds that I denied to him at the time having paid any money. In reference to this, I think it is only necessary to say that I did not pay, or promise to pay, a single shilling to any of the Natives who signed the withdrawal.

3. The third charge is one rather of implication than direct accusation in Sir Robert Stout's

memorandum of the 18th May, 1886. He says (at page 14), "The impropriety of a solicitor or counsel accepting a retainer from both sides I need not point out." And again (at page 20), "I may further remark that, if the Native Land Court assumed that Dr. Buller was acting for Topia Turoa and Hohepa Tamamutu, then they knew a barrister or solicitor was appearing for what was practically both plaintiff and defendant. I do not know whether this practice, condemned in all Courts in all civilized countries, has been usual in the Native Land Court. Further, it is plain that Dr. Buller was the Messrs. Studholme's solicitor as well."

The effect, as against myself, of these wholly unmerited remarks is thus epitomized in one of the local papers: "Thrice happy Dr. Buller, to be trebly retained and three times paid."

Although this memorandum impugned by implication my professional honour, Sir Robert Stout had not the courtesy to send me a copy. The Hon. Mr. Mantell kindly did so, with the characteristic note, "Fair-play requires that you should see this *quam primum*."

Now, stated shortly, the facts were these:—

(1.) As Sir Robert Stout and every one else concerned appear to have assumed, I had been for several years acting as Renata Kawepo's solicitor. The negotiation of the Owhaoko lease, however, and the completion of Mr. Studholme's title, were long prior to my being retained by Renata, and were matters in which I was in no way concerned.

(2.) At the time of the events forming the subject of Sir Robert Stout's comments, I was also Topia Turoa's solicitor, having some time previously received from him, at Murimotu, a handsome retainer in money, together with the tribal club "Tumore," which is still in my possession.

(3.) So far as I am aware, Renata and Topia had not been, up to that time, in any way opposed to each other.

(4.) When the notice of rehearing appeared, Mr. John Studholme came to my office and instructed me to protect his interests as Renata's lessee; and I agreed to do my best to assist him, without making any stipulation as to costs or who should pay them.

(5.) After obtaining exact information as to what Natives were associated with Topia in the application, I proceeded to Napier to confer with Renata. It appeared to me that Topia was being made the "catspaw" of the Patea people, for I could not see what possible interest he or his tribe could set up in Owhaoko. Adopting my view of the case, Renata wrote a letter to Topia Turoa, in which he appealed to their long friendship and to their common interests, and urged him not to play into the hands of the enemy, but to withdraw the application for rehearing.

(6.) Armed with this letter I went to Taupo. Immediately on its perusal Topia agreed to withdraw. He said he had been led unwittingly into making the application, but that he was now determined to make common cause with Renata Kawepo. Hohepa was then sent for, and, on this being explained to him by Topia, he entirely concurred, and joined him in signing the withdrawal. He said that the other names had been put to the paper by himself, and he would now sign them again; and this was accordingly done. Mr. R. T. Warren, who has some knowledge of Maori, was present throughout the whole of the interview.

(7.) My costs in this matter were paid by Mr. Studholme, with the knowledge and consent of Renata and Topia, who paid me nothing.

Now, as to what afterwards took place in Court.

Both Sir Robert Stout and Mr. Bell appear to have agreed that on this point Mr. Fenton was in a fog, Mr Bell remarking, "I confess it seems to me a perfect muddle, and I did not understand Mr. Fenton's evidence on this point." Both Mr. Fenton's recollection and his notes are at fault as to the retainer having been handed in by me on the second day. The newspaper report is right. The retainer by Topia and Hohepa was produced on the first day of sitting, which took place in the old Council Chamber. The next day's sitting was held in the Supreme Courthouse, and it would appear that Mr. Fenton did not make a note of the retainer till then.

Mr. Bell seems to have had a clearer comprehension of what took place than either Sir R. Stout or Mr. Fenton. He says, in his address, "What did happen was this—and any one can see that this is the fact: Dr. Buller appeared for Topia and Hohepa, and put in an application for withdrawal. Then, the next day, he appeared for Renata, and asked the Court to affirm the original order." That is exactly what did occur. But, even on Sir Robert Stout's assumption that I was appearing at one and the same time for Renata and Topia, Mr. Fenton, on being asked whether he would have allowed it, said (page 49), "I should in this case, because I do not think they were diverse claimants after Hohepa had withdrawn his claim. I did not think they were on opposite sides."

52, Stanhope Gardens, London, 1st November, 1886. W. L. Buller.

Appendix.

My dear Studholme,— London, 16th October, 1886.

Re Owhaoko.—As I am anxious to be strictly accurate in my statement of facts, I mention here those to which you can speak, and shall be glad to have this note returned with a line from you upon it, verifying its contents so far as you are concerned.

In the month of July, 1880, you informed me that you had seen Mr. Fenton *re* the advertised rehearing of Owhaoko, *and that he had advised you to come to terms with the applicants, with a view to withdrawal;* further, that he had suggested the possibility of all the signatures to the application having been written by one person (as is customary with the Maoris), in which case he would recognize the same authority for withdrawing the application. You then instructed me to do what was necessary to protect your interests as lessee. In consequence of what you had told me, I sent to Mr. Dickey the telegram of the 26th July, mentioned in Sir Robert Stout's memorandum. I also went to the Native Office and obtained a facsimile of the application, from which it was perfectly clear that all the signatures (except perhaps Topia's) were in the handwriting of Hohepa

Tamamutu, of which fact I informed you at the time. In the following October I went to Taupo, accompanied by your agent, Mr. R. T. Warren, and on my return to Napier brought with me a document signed by Topia and Hohepa, withdrawing the application for rehearing, without your having to make any payment to the Natives, or to enter into any compromise in relation to the case. Some time afterwards you paid my professional fee for this business, without making it a charge against your Native landlords, or endeavouring to recover it from Renata and Topia.

I have, &c.,
W. L. BULLER.

My memory is not quite clear as to Mr. Fenton having recommended me to come to terms with the Natives for the withdrawal. I have underlined the part I am not quite positive about. I can vouch for the complete accuracy of all the rest of your statements in this letter.

23rd October, 1886. JOHN STUDHOLME.

No. 2.

The PREMIER to Sir W. L. BULLER, K.C.M.G.

SIR,— 30th December, 1886.

I have been directed by the Hon. the Premier to acknowledge the receipt of your letter of the 1st November, forwarding your statement in regard to the Owhaoko matter, which was referred to a Select Committee of the House of Representatives last session.

I am desired by the Premier to say that he will have much pleasure in presenting the statement to the House at the next session, as requested, and, so far as he can do, will obtain for it as wide a publicity as was given to his memorandum on the subject.

I have, &c.,
ALEX. WILLIS.

Sir W. L. Buller, K.C.M.G.,
52, Stanhope Gardens, Queen's Gate, London, S.W.

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No. 3.

Sir WALTER BULLER, K.C.M.G., to the Hon. Sir ROBERT STOUT, K.C.M.G.

SIR,— 52, Stanhope Gardens, Queen's Gate, London, S.W., 28th February, 1887.

I have to thank you for your letter of the 30th December last, promising to lay my statement *re* Owhaoko before Parliament, and to do all in your power to give it as wide a publicity as the original memorandum obtained.

Since receiving your letter I have seen the *New Zealand Herald* of the 31st December, containing an explanatory letter from Mr. Fenton (copy of which I enclose), upon which I desire to make a few remarks by way of supplement to my former statement.

With Mr. Fenton's lengthy explanation of his "reasons" for writing the letter to Mr. Studholme of the 8th July I have nothing to do. But, as he accuses me of a "most flagrant breach of faith" in the publication of that letter, I feel bound to reply.

Mr. Fenton writes: "Sir W. Buller says my letter was not marked 'Private.' Now, was ever such a paltry subterfuge discovered for doing a thing that he must have known was wrong, and was altogether beyond the rules of conduct which govern gentlemen." And he says, in conclusion, "that, if the general feeling of honourable men does not condemn this gross breach of faith, this utter ignoring of the simplest law of honour, I suffer little, for the respect of the world would, under such circumstances, not be worth having."

Here Mr. Fenton does not quote me fairly, for I went on to say that even if his letter had been marked "Private" I should have felt myself justified, under the circumstances, in making use of it. I may state at once that in the course I thought fit to adopt I consulted no one, considering it better to act in such a matter upon my own sense of what was right. Mr. Studholme had forwarded the document to me in a covering note with these words: "Enclosed I send you a letter received last mail from Fenton, in which he enjoins on us the advisability of silence." I published that letter without asking his permission. I did not deem such permission necessary; and, after what had occurred, I should have published the letter in spite of any objection from Mr. Studholme. After my statement had been printed and posted to the colony I submitted a copy of it to several friends in London whose opinion I value, and they all, without a single exception, approved of what I had done.

As to whether, in this matter, I have transgressed "the rules of conduct which govern gentlemen," it will be sufficient to give the names (and I do so with their full permission) of two public men who are known all over the colony, and whose judgment is beyond question. Mr. Studholme having written to say that I ought not to have published the letter without his consent, I discussed the matter with the Hon. Mr. Gisborne, who not only considered I had done right in publishing the letter, but pointed out that its terms made it imperative on Mr. Studholme to communicate the contents to me, thereby entirely depriving that gentleman of any further control over it. Sir F. D. Bell, in reference to this, wrote to me, on the 14th instant, "Gisborne puts the point incontestably, as indeed I remember having done myself in the Fernery." The point is put with such force by Sir F. D. Bell himself that (with his concurrence) I append the notes that afterwards passed between us on the subject.

I do not deem it necessary to add anything of my own to the above. But, to my mind, even more conclusive still is the opinion of Mr. H. D. Bell, the "able counsel" to whom Mr. Fenton pays a tribute in his letter to the *Herald*. In a letter to myself, dated the 31st December, in answer to one from me saying that he might perhaps think I had taken an extreme course, he replies, "With regard to your action in printing Fenton's letter to Studholme, I personally think you were justified in so doing; but here I write, of course, my personal opinion only, which I have no doubt differs entirely from Fenton's." It was obviously impossible for me to get Mr. Bell's permission to publish this extract; but, after consultation with his father, I feel no hesitation in doing so.

Mr. Fenton says that I had a malicious object in preserving his letter, adding, "The truth is that he perceived that he had the weapon in his hand, and put it by for use, and used it when the necessity arose, which he appears to have expected, with the sole view and hope of discrediting me generally." That this was not the case is proved by the fact that I have not published the whole of Mr. Fenton's letter, as I might have done. The first part of it reflected on members of the Committee who were supposed to be hostile to him, and are mentioned by name, and then gave a forecast of the probable result. I felt that the publication of this portion of the letter might be damaging to Mr. Fenton, whilst it did not seem in any way necessary to my case. Mr. Fenton now almost compels me to put you in possession of that portion of the letter also; but I will content myself with saying that it appears to me inconsistent with his present statement that at the time he wrote it he shared "the general belief that the Committee would not report that session."

Mr. Fenton says he will not follow my "evil example" by publishing my letter to him. I have no objection whatever to his doing so, if he thinks it can be of any interest to the public. It was a private letter, written from Carlsbad immediately after seeing his, and I kept no copy of it. But I distinctly remember saying this (or words to a like effect): "For the present I am content to leave my vindication in your hands; but, to quote the *Times* of yesterday—in treating of England and the Bulgarian question—'it is not altogether safe to trust entirely to others to safeguard our in-

terests when looking after their own;' and I must insist on my right to have my say before Parliament meets; for it is simply intolerable to have one's professional reputation attacked in this reckless manner." This letter was written before I had seen Mr. Fenton's evidence, and certainly without the slightest suspicion on my mind that he had been "damaging" me before the Committee.

I should resent as an insult the bare suggestion that there was an "understanding" or compact between the Judge and myself; and I cannot, therefore, understand what Mr. Fenton means when he says that my statement suggests an "'odious' combination" of that kind. My only use of the word "odious" was in relation to Mr. Fenton's accusation of falsehood.

It would seem that Mr. Fenton's use of "unguarded language" is not confined to his private letters; for in his letter to the *Herald* he rests his veracity and his appeal to the public on the fact that Mr. Studholme "does not corroborate" my recollection of what he had told me. Mr. Studholme does not, at any rate, contradict me. All he says in his memorandum is that his "memory is not quite clear," and that he is "not positive about it." But Mr. Studholme does, in effect, contradict Mr. Fenton's evidence before the Committee on a material point. Mr. Fenton denied positively that there had been any meeting or conference between Mr. Studholme and himself about the Owhaoko rehearing. One of my statements, the "complete accuracy" of which Mr. Studholme "can vouch for," is that there had been such a meeting in Auckland, when Mr. Fenton made a suggestion as to the signatures on the application, and (no doubt quite properly) gave a certain assurance which encouraged us to go on. Mr. Studholme, in a letter to myself, dated the 23rd October, 1886, frankly says, "I have been endeavouring to remember what I told you as to what passed between Mr. Fenton and myself as to his recommending me to come to terms with the Natives for the withdrawal of the application. My memory will not serve me on this point." Mr. Fenton sufficiently accounts for this lapse of memory on Mr. Studholme's part by saying that the "affair was in no way remarkable, and not of the slightest importance in itself." He further says that what I (on Mr. Studholme's authority) alleged he had advised my client to do he had made a practice of advising." I really cannot see, therefore, what there was to gain by denying the truth of my "trivial" telegram, unless Mr. Fenton's object was to "draw a herring across the scent," in order to raise a false issue before the Committee. Had he confined himself to the expression of his own opinion that my telegram was "impertinent" I should have taken no notice of the matter, but when he stated that it was an untruth then, to use his own expressive language, he "put the fat in the fire."

I have no wish to recriminate, but I do venture to say that Mr. Fenton's memory is a very treacherous one. He himself gives the best proof of this when he says, six months after writing his letter to Mr. Studholme, "I can scarcely believe I ever did write it."

I shall feel much obliged by your laying this letter on the table of the House with my former statement, especially as I desire to withdraw from the latter the suggestion (on page 2) that Mr. Bell was "apparently only too ready to save his client at my expense," for I am now satisfied that I was quite mistaken on that point.

I have, &c.,
W. L. Buller.

The Hon. Sir Robert Stout, K.C.M.G., Premier,
Wellington, New Zealand.

Appendix.

My dear Bell,— 52, Stanhope Gardens, Queen's Gate, 20th February, 1887.

I cannot allow Mr. Fenton's letter to the *Herald* to go unanswered, because he now accuses me of a "flagrant breach of faith" in the publication of his letter to Mr. Studholme. Have you any objection to my quoting the opinion expressed by you when we discussed the matter some months ago in the Fernery, and repeated in your note of the 14th instant?

Faithfully yours,
W. L. Buller.

Sir F. D. Bell, K.C.M.G., C.B.

Dear Buller,— 7, Westminster Chambers, London, S.W., 23rd February, 1887.

I have no objection whatever to your quoting the opinion I expressed to you months ago, in the Fernery, as to your right to publish Fenton's letter to Studholme about Owhaoko. Fenton's recent letter in the Auckland paper does not alter that opinion in the least. I hold it to be incontestable that, if A writes a letter to B, in which he urges him to induce C to act in a particular way, and B shows the letter to C without requiring secrecy, then C has a perfect right to make it known that A wished him to act in that way. Fenton certainly could not have written the letter direct to yourself and imposed secrecy about it upon you, and equally he could not impose secrecy upon you by writing to Studholme. I express no opinion whatever either upon Fenton's letter itself or the merits of Owhaoko. I am very glad that you see now that I was right in telling you, in the Fernery, how entirely you had misconceived my son Harry's attitude towards you before the Committee.

Yours sincerely,
F. D. Bell.

Sir Walter Buller, K.C.M.G.

Enclosure in No. 3.

[Extract from the *New Zealand Herald*, 31st December, 1886.]

Mr. Fenton's Explanation.

Sir,—

I have had forwarded to me in the country, I do not know by whom, Sir W. Buller's letter on the subject of the Owhaoko Block, containing a private letter of mine to Mr. Studholme. My letter was written in the confidence of private intercourse, and contains expressions which I should not have used if I had had the slightest idea that it would ever be made public; and which, as I

read it now, when the existing circumstances under which it was written have passed away, I can scarcely believe I ever did write.

I venture, however, to think that the public, having obtained possession of that letter by a most flagrant breach of good faith, are in no way concerned in it except (1) as appearing to show an understanding between Mr. Studholme, Sir W. Buller, and myself that there was something to be concealed; and (2) that there was an intention on my part to secure the silence of those gentlemen until my own case was satisfactorily disposed of.

Now, as to the first point, it seems to me perfectly clear that, if there had been any such understanding, Sir W. Buller would never have published a letter which must lead to its disclosure. It would have been as much his interest as mine to keep the letter secret. The very fact that he has given it to the world is surely a convincing proof that there never existed any arrangement or secret understanding, as a public knowledge of anything of the sort must be as injurious to him and his client as to me.

On the second point the answer is equally conclusive. That there could have been no intention on my part of deriving personal advantage from their silence is evident from the fact that at the time there was a general belief that the Committee would not report that session, but would wait until Mr. Studholme and Dr. Buller had an opportunity of being heard. It was with that idea in my mind that I desired them to take no steps until they had seen the evidence, as I explain more fully hereafter. It appeared to me that it would be very ill-advised on their part to write letters in ignorance of the circumstances which were occurring. That the Committee did report that session was a circumstance over which, of course, I had no control. And here let me apologize to Mr. Bell, my able counsel, for writing a letter on the business while the case was proceeding without consulting him.

I will now add, without following Sir W. Buller's evil example of publishing private letters, that I received a letter from Mr. Studholme acknowledging mine, and stating that he had handed it to Dr. Buller for him to read. I also received one from Dr. Buller, stating that Mr. Studholme had handed my letter to him, and that he would not write anything until he had seen the evidence produced before the Committee, when he would write a statement to be placed before the House of Representatives. This course he has taken, and my letter, which he did not receive until after Parliament had risen, could have affected his conduct in no way whatever. His attempt to suggest that he was prejudiced by it is particularly disingenuous.

I will now explain why I wrote the letter. Early in the proceedings Sir R. Stout, in reply to a question from Mr. Bell, my counsel, made a statement which, in substance, was satisfactory to me, though not in manner. As far as I was concerned the case might then have ended. The case, however, went on, and Sir R. Stout cross-examined me with a stringency that caused my amazement. In my long experience in the public service I have always observed that satisfactory explanations by public servants of alleged improprieties were always received by the superior authorities with pleasure, but that did not appear to be the rule in my case.

I sought for a solution of this remarkable persistence. Sir R. Stout was in no way ill-disposed to me, as far as I knew. In fact, during the previous session I had transacted some business with him very agreeably, and we had formed an acquaintance which might have ripened into friendship. It then struck me that there must be some reason for the trial he was making me undergo outside anything connected with myself, and Mr. Studholme's lease occurred to me as the object of attack. I then looked at the Bill which had been referred to the Committee, of which I had theretofore only read the preamble, and I found that the Bill would utterly destroy the leases. The provision is as follows: "If on any investigation of title to said lands Natives shall be found to be owners of such land who are identical with any Natives who have heretofore been decalred owners and have demised such lands . . . . any such demise shall be and shall be deemed to have been from the date of such demise good and effectual demises of the estate and interest of any Natives being identical as aforesaid." The original owners were five or seven (I think), and the new owners would be, if the Taupo people were found to be entitled, very numerous—if the recent Courts can indicate an opinion, many hundreds; so that, out of a great number of people, Mr. Studholme's lease would be good against five or seven. This, of course, meant its absolute destruction. Mr. Studholme, it appeared, had spent large sums of money on the place, and the result must have been most disastrous, possibly ruinous, to him. As he was an innocent and honourable purchaser, I thought this provision very unjust. Mr. Studholme was in England, and so was Dr. Buller, his solicitor in the transaction, and he could not possibly appear personally to defend his interest. It appeared to me very injudicious to attempt a defence in writing, in entire ignorance of the circumstances disclosed, or of the evidence which had been given. At that time it was thought by us that the Committee would not report that session, but would leave the matter as it was until Mr. Studholme could be heard. One of the other lessees was in Wellington, and appeared before the Committee, and gave important evidence.

It was under these circumstances, and feeling strongly the disastrous effects of the Bill on Mr. Studholme's interests, that I wrote the letter. My reference to Sir R. Stout's well-known opinions on Native rights and wrongs clearly indicates what I had in my mind. And I have not the slightest doubt that my object was well understood by Mr. Studholme, and by Sir W. Buller, too. That I was right in my view of the injustice of the clause is shown by the fact that it was altered subsequently by Parliament, and the leases are now good for the remainder of the term, the rents being divided with the new owners (if any). That the Committee reported in the absence of Sir W. Buller is doubtless to his disadvantage, but I cannot doubt that it will be reconstituted, if it is wished for, when Dr. Buller can appear before it, with all the advantage of knowing beforehand everything that has been said. This is the position I desired to secure, and it is a fair one. I think, now, that I have explained why I wrote the letter and what I intended to achieve by it.

As to Sir W. Buller's complaint that I charged him with "falsehood" I have little to say. I

could not avoid saying what I did in my evidence. As a witness before the Committee I was bound to state facts, as I believed them to be. Mr. Studholme does not corroborate Sir W. Buller, and I am quite willing to leave the public of New Zealand, who have known us both for many years, to judge between us as to whose word they would prefer. I may add that if Mr. Studholme had corroborated Dr. Buller it would not have changed my mind one jot. His recollection would be of an affair in no way remarkable, and not of the slightest importance in itself, that happened many years ago, whilst mine is an unpleasant recollection of a consideration of the transaction within a year of the original occurrence. My memory preserves it with great clearness. If I had given the advice I should not have cared about it, for, in my mind, it is quite a trivial matter, and, as I informed the Committee, I had made a practice of advising arrangement of interests, not only in this Court but in others; but in this case I had not done so, and I thought, as I informed the Committee, that Dr. Buller's telegram to the Chief Clerk was impertinent. I think so still.

There are many other points in Sir W. Buller's paper to which I should like to allude, but I fear that you will object to the length of this letter. I will only treat one more point. Sir W. Buller says my letter was not marked private. Now, was ever such a paltry subterfuge discovered for doing a thing that he must have known was wrong and was altogether beyond the rules of conduct which govern gentlemen? In the first place, it was not his letter; it was given to him to read. Mr. Studholme, who is an honourable gentleman, no doubt thought no more about it; and Sir W. Buller, observing what a powerful use he might make of my most unguarded language, carefully preserved it for use in discrediting me, in case, when he received the evidence, I should turn out to have said anything before the Committee damaging to him. That he was justified, as he says, in using a private letter for the purpose of clearing himself from a charge of falsehood is absurd, for there is nothing in it that can be strained to have any reference to that allegation either one way or the other. How does it affect the question whether in 1881 (?) I advised Mr. Studholme to take a certain step? And that is the point, and the only point, as far as the falsehood is concerned. The truth is that he perceived that he had the weapon in his hand, and put it by for use, and used it when the necessity arose, which he appears to have expected, with the sole view and hope of discrediting me generally—suggesting an "odious" combination, quite forgetting, or careless of the knowledge, that, if anything of that sort existed, he was condemning himself as well as me. I say this, in conclusion, that, if the general feeling of honourable men does not condemn this gross breach of faith—this utter ignoring of the simplest law of honour—I suffer little, for the respect of the world would, under such circumstances, not be worth having. F. D. Fenton.

The Editor.

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