

*Mr. Baldwin* : Did you, directly or indirectly, use your influence, give any information or advice, or take any part whatever, professionally or otherwise, in connection with this petition of 1890?

*Sir W. Buller* : I think not. I have absolutely no recollection of the sort. It is impossible for me to say definitely that I did not, it is so long ago, but I don't think I did. I was out of practice at the time. [*Hansard*, No. 37, page 978.] Not referred to. The Rehearing Court sat in Palmerston in 1890 to rehear partition of No. 11. [Judgment quoted.] I cannot say without reference to a diary where I was residing during the session of 1891; I may have been in Wellington. I am aware that legislation prohibiting dealings with Horowhenua for a year was enacted in 1891. I had nothing to do with it, and did not know anything about it at the time. I don't think I took any part with regard to petition of 1891, or the legislation that followed it. That is my recollection. I believe Judge Mair told me first what had been happening in connection with Horowhenua. This was when Ngarara case was on in Wellington—I believe, in 1891. I don't remember seeing Kemp at any time during the session of 1891. [*Hansard*, No. 37, page 936, read.] I am perfectly sure that when Kemp retained me I told him I would not be a party to any compromise. I have no recollection of communicating with Warena Hunia on the point. I had no statement from Warena that he would not return the land to the tribe. Kemp and Muaupoko told me so. I was prepared at time of Commission to submit an arrangement to the Commissioners, subject to their consent. The arrangement was that we should submit to the Commission a division of the block, but nothing came of it. It was a suggestion by me to Donald Fraser without prejudice. It was a very different thing to a private compromise. It was after the Supreme Court had put back the 143 people on to the block, and the consent of the 143, or their representatives, would have had to be obtained. I am aware of judgment of Supreme Court, in which, after publication of *Kahiti*, it is held that the actions of those present bind the rest. The suggestion on my part to come to a voluntary arrangement out of Court, such voluntary arrangement to be submitted to the Commissioners for their approval, was, to my mind, a very different thing to the proposed compromise at a time when the trust was being denied by Warena Hunia—a hole-and-corner compromise to which I would never have given my consent. It is a matter of law whether judgment of the Supreme Court was suspended at the time of Commission. I intimated to the Commission that I was not without hope that some arrangements would be come to among the parties which would have the effect of shortening proceedings. The suggestion I made was to Donald Fraser, as attorney for Hunia. I had not consulted my clients. Donald Fraser seemed willing to come to some arrangement, and mentioned it to Stevens, who said that if an arrangement was come to he would leave the case, and that ended it. I proposed that Warena and all those who could claim with him should go into his part, and that Kemp and his people should go with him. As far as I can remember, I proposed a block of 2,000 acres for Warena and party, and the same for Kemp and party, Kemp's block to be on the south side of block. The proposal was made without prejudice.

*Mr. J. M. Fraser* protested, on behalf of tribe, against any examination as to the alleged arrangement, as it was privileged.

*Sir W. Buller* : It was not because a trust was set up for No. 14 that the arrangement was proposed, in order that the question of trust might be dropped. I cannot say how soon after my return from England I learned that Kemp had No. 14 in his own name. I can't say that I knew it before I came to Papaitonga with my family—possibly I did. It may have been a month later or less that I went to see Kemp at Wanganui. My transfer was signed by Ngatiraukawa a few days after the negotiations. I cannot say how I got my first knowledge that No. 14 was in Kemp's name. I don't know whether I searched the title to No. 14 before I came to Papaitonga, but it is quite possible I did. [Horowhenua Commission, page 253, read.] That first six years would be the time of the timber lease to Bartholomew. It is probable that I saw Kemp before Bartholomew's lease was signed; I must have. It was two or three days after I approached Kemp that he signed my lease. I presume I asked Kemp for a lease of the whole of No. 14 when I first saw him about it. On the 18th July, 1892, I got a retainer from Kemp; others signed it afterwards. I have no recollection of having lodged a caveat against No. 6. I think the Natives did it. I don't think I have prepared any caveats for any one else to lodge. [Horowhenua Commission, page 343 (bill of costs).] Those are covered by my mortgage. I should say the sessions referred to were those of 1892, 1893, and 1894. I did not act for them before that. Briefing evidence was briefing Judge Wilson and others for the Supreme Court case. All these costs up to October, 1894, had been incurred before the giving of the mortgage. Mr. Edwards prepared the mortgage. He acted as solicitor between the parties. I decline to say what passed between me and him. I heard the Trust Commissioner ask Kemp if he was satisfied with the terms of the mortgage. I think the mortgage was read over to him in Court. [*Hansard*, page 982, read: "Major Kemp then said," &c.] I have stated that they were disputing about the ownership. I probably knew that the certificate was in Kemp's name, but I believe that the descendants of Whatanui were in possession, and living on it. I don't know where I got the information. [*Hansard*, page 981: "The Court held that it was unreasonable."] That was in my mind when I made that speech. The judgment of the Court has been put in and speaks for itself; I apparently overstated it. I see now that I did. My speech was made hurriedly, without preparation. [Horowhenua Commission, page 254, question 188, read.] All the representative men who were in Wellington would be in my mind. I did not see the other Muaupoko for some time. I could only speak to them as members of Muaupoko Tribe. I don't know that there was any particular object in telling the Muaupoko that I was taking a lease of No. 14 from Kemp. It was certainly not because I thought there would be any objection or because I thought there was a trust.