

would be met by the proper authorities. . . . He was of opinion that the Legislature must be taken to have relied on the Executive respecting the obligation imposed on a public officer by providing the necessary funds for all proper expenditure thereunder, including, of course, moneys directed by the Court to be paid to the successful defendants, and that, having so relied, it had not thought it necessary specifically to provide for such expenditure." (This report appeared in the *New Zealand Times* of the 7th February, 1898.) That being so, I come to Parliament to make the provision now.

23. You say that Parliament directed the Public Trustee to bring action against you?—By "The Horowhenua Block Act, 1896," it did.

24. And made provision for costs?—The Act speaks for itself. As Mr. Justice Denniston says, the direction as to costs is implied.

25. Then, you say that certain costs were awarded to you?—Yes, by the Court.

26. And the costs could not be obtained from the Public Trustee?—For the reasons stated in Mr. Justice Denniston's judgment, and set out in my petition.

27. Who was the solicitor for Major Kemp in that litigation?—Mr. Beddard.

28. And your solicitors were Messrs. Buller and Anderson?—Yes, Messrs. Buller and Anderson.

29. How much of this amount mentioned in your petition have you actually paid in cash?—I have paid the whole amount of Major Kemp's costs. Sir Robert Stout was counsel for one defendant, and Mr. Bell for the other.

30. Could you give the Committee an account of the amounts you have paid?—I will put in receipts if the Committee desires it. Mr. Beddard's fees have been paid, and Sir Robert Stout's have been paid.

31. Major Kemp's solicitor and counsel have been paid by you?—Yes.

32. And your solicitor and counsel have not been paid?—My own counsel in this action, Mr. Bell, has not been paid, but I am ready to give him a cheque at any moment; and my solicitors, I may state, have funds of mine in their hands far exceeding the amount due to them.

33. With regard to these costs of Major Kemp, have you not a security made by Kemp in your favour under which you would charge these costs to Major Kemp?—I have unregistered, as it happens now, a mortgage on Block 14 for a sum of money advanced, and for further advances and costs.

34. And this amount paid on behalf of Major Kemp would be covered by that mortgage?—That is a matter of law. I have not charged it on the mortgage yet, because I look upon it as a debt due by the colony which will have to be paid.

35. But it is an amount actually paid by you?—Yes. Sir Robert Stout's full claim and Mr. Beddard's also were paid by cheques.

36. And this mortgage is for amounts paid on certain occasions, and for all further sums paid by you on account of Major Kemp?—Yes. It was a mortgage given to me, I think, on the 9th October, 1894, to secure repayment of the sum of £500 which I advanced to Mr. Edwards; also to secure payment of a debt owing to me, and to secure all future advances and claims in account current with Major Kemp.

37. So far as you are concerned, even if the petition was not granted, as far as Major Kemp's costs are concerned you will still be able to charge them against him?—I may or may not; the land may not be able to pay everything.

38. Do you remember that when you were before the Commission you put in a certain claim as due to you by Major Kemp under your mortgage?—Yes.

39. A sum of £2,000 odd for costs, and £800 odd for moneys advanced?—For costs and disbursements, and divers other sums. With regard to the costs, I have informed the solicitors to the estate that I am quite prepared to have all the costs taxed in the usual way; and I desire to have them taxed.

40. A will of Major Kemp's was put in for probate a short time ago in the Native Land Court?—That is so; but I did not apply for probate.

41. And application for probate is gazetted for the 8th of this month?—I think so.

42. Under that will there is a devise of all Kemp's property?—You had better put the will in.

43. And there is a charge in your favour on the proceeds of sale of £6,810?—I believe there is.

44. The bulk of that money is due for costs and disbursements in connection with the Horowhenua Block?—A great proportion of it.

45. And the balance, after deducting the amount you mention for the Horowhenua Commission, is £2,921?—It is more than that.

46. Roughly, £3,000. The balance, some £3,800, is for costs and disbursements since the date of the Horowhenua Commission up till now?—The difference between the amount stated before the Royal Commission and the amount provided for in Major Kemp's will is made up by cash advances, costs, and disbursements since that period.

47. It is about £3,800?—And interest, of course, since 1894 at 8 per cent., in terms of the mortgage drawn by Mr. Edwards—simple interest only.

48. Could you for the information of the Committee tell me what proportion of that sum is actual cash payment to Major Kemp—payments to solicitors and others on behalf of Major Kemp, and costs owing to yourself in connection with litigation?—I cannot do it here. I do not know whether the Committee desires to go into a question of that kind.

The Chairman: I would like to ask if Sir Walter Buller has an assignment of these costs?

Mr. Bell: No; he paid them at Major Kemp's request.

49. *Mr. Baldwin*.] What is the value of the 1,200 acres at Horowhenua—about?—The property is under lease to me for twenty-one years, and I have improved a large portion of it. I have cleared about 400 acres and put it under grass and fenced it. Those improvements had been effected at the time the Royal Commission had it valued, and their valuation of the block leased to me, with improvements, was £6 10s. an acre.