

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 asked 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