

172. That would be their only means of knowing?—Yes.

173. You had given no notice?—No.

174. Now, about the address Mr. Cooper made when withdrawing the case from the Supreme Court. If he had outlined the statement he made in the Court before the case went there, would you have concurred therewith?—I cannot answer that question. I do not know what I would have done.

175. Supposing he had outlined his statement before he made it in the Court, would you have concurred in it?—I cannot tell you that, for this reason: up to the present moment I have never been through all the evidence, that the solicitors had, to weigh it at all. I have accepted their interpretation of that evidence. I have never been through all this evidence they got to see if it was good, bad, or indifferent. You ask me whether I would have concurred; probably I should have said, "We will go through all the evidence."

176. But, when the Premier returned to the colony, he asked you some questions upon what Mr. Cooper had said, and then you applied to Mr. Stafford and Mr. Baldwin, and wrote a letter to the Premier telling him that you only told Mr. Cooper to do so and so, implying that you did not give him full instructions for the statement he made?—I say so now. I do not think it ever occurred to me to wonder what Mr. Cooper would say, or as to what form he would put his statement in.

177. *Mr. R. McKenzie.*] In answer to Mr. Bell, you stated it was ruled by the Supreme Court that there was no *locus standi*?—It was the Appellate Court.

178. *Mr. Crowther.*] Were you justified in accepting and defending an action knowing that if you lost you could not be compelled to pay the costs thereof?—I could not help myself; Parliament ordered me to do so; I had no option. Parliament did not say to me, "You may bring an action," but, "You shall bring an action"; and, whether I could support it or not, I think Sir Walter Buller would have compelled me to bring that action, and would have been right in doing so, because, until that, he could not deal with the land. If I had not brought the action at the end of six months Sir Walter Buller would probably have gone to the Court and said, "Parliament has ordered this officer to do it, and will you compel him to do it."

179. *Mr. Bell.*] If you had succeeded in this action, would not Sir Walter Buller have been liable for the costs to you?—Yes; I certainly should think so. I do not know what defence he would have had. I do not for a moment suggest that Mr. Cooper did not with my full sanction and concurrence consent to judgment and the amount of costs being inserted in the decree.

180. Will you kindly distinguish between this: if a plaintiff brings charges of fraud, and then abandons them, is that not equivalent to retraction?—Of course, the abandonment of an action is equivalent to saying "I cannot prove it."

181. *The Chairman.*] And a withdrawal of your allegations?—Yes, of course. What I wanted to make clear was that, although there may be some difference and our memories may not agree as to the actual words which passed between Mr. Cooper and myself, there was no question that as between myself, as plaintiff, and Sir Walter Buller, as defendant, he was entitled to his costs.

SIR,—

Public Trust Office, Wellington, 9th August, 1898.

I return herewith transcript of shorthand notes forwarded with your letter of the 8th instant. I have made some alterations in red ink and initialled them, and, subject to these alterations and to the quotations from the various documents being correct and to what I say in this letter, I believe the transcript to be practically a correct account of what passed before the Committee. I have not checked the quotations, as all my papers are with you.

I notice that the reporter, in detailing conversations which passed, has placed various expressions in inverted commas. This might lead to the supposition that I was deposing to certain words as having been used. I distinctly stated, when giving evidence, that I was referring to something which had happened a year ago, and I could not give the exact words, but could only give the effect of what was said.

On page 19* I am made to say, "and the probability is that we had practically decided on the language of the formal instructions to be given." What I believe I said was, "the probability is that we had practically decided on what should be done, but no formal instructions had been given." I did not intend to convey that we had decided on the language of the formal instructions to be given.

On page 22 there is, I think, some mistake in the questions, "You saw defendants' statements?" and "Do you say he had notice of trust?" I do not think I was asked anything about the defendants' statements, and it was necessary in order to succeed in the action in the Supreme Court to allege and prove notice of trust.

The last answer on page 38* might be construed into an expression of opinion on my part that Sir Walter Buller was entitled to the payment of the costs as asked for by him in his present petition. What I intended to convey was, that Mr. Cooper was authorised by me to consent to judgment for the defendant and to the defendant being awarded his costs, and to settle the amount of those costs, and that, however we might differ as to our recollection of what passed, there was no question that, as between myself, as plaintiff, and Sir Walter Buller, as defendant, he was entitled to his costs.

Yours, &c.,

J. C. MARTIN, Public Trustee.

The Clerk, Public Petitions A to L Committee, House of Representatives.

NOTE.—* Ordered by the Chairman to be corrected accordingly.

FRIDAY, 5TH AUGUST, 1898.

Sir WALTER LAWRY BULLER examined.

1. *Mr. Baldwin.*] You remember the Native Appellate Court giving its judgment in reference to Block 14 a short time ago?—The last judgment, yes.

2. I think that was on the 14th March?—We shall have the judgment here in a minute; it has been sent for.

3. Shortly, the decision of the Court, Sir Walter, was that the Court found that Major Kemp was not intended to be a trustee?—It was a lengthy judgment, its effect being that Major Kemp was found to be the absolute owner; but ten days after its delivery the Court called the judgment back, and said it was an interlocutory order, so that there is no final order yet.

4. Mr. Bell has admitted, and I suppose you also will admit, that you took every step that you could to prevent this decision of the Appellate Court from being given?—Certainly not; and