

the responsibility, and so the subject was remitted home. At the same time you urged us with so great pressure to commence sending out emigrants, that even before any agreement was made with you we had already sent out a considerable number, and were actively at work in the necessary organization in different parts of the country.

We wish here to observe that we had no desire to enter into this undertaking: it was at the request of the Government in New Zealand, and of yourself here, that we did so; and from the first we informed you that we looked for no profit, but only sought to be covered against any loss. The terms we sought to arrange with you were similar in principle to those negotiated with Mr. Vogel in England for the No. 1 contract, and required that we should keep accurate accounts of the moneys expended and of the repayments received from the emigrants, that at the expiration of the time the accounts should be adjusted and settled upon the basis of repaying actual outlay.

We sent out emigrants in several of the early ships, as we supposed, upon this understanding, and informed our firm in New Zealand that there would be therefore no necessity to consider, in settling the prices of work, any cost or loss arising from the emigration. To this you objected that there was no finality in such an agreement, and it was with reluctance, and only on your distinct assurance that the terms subsequently arranged would fully cover us against any loss, that we signed the agreement. We could not but remember, also, your statement that the agreement, with higher charges against us, was on the point of being signed in New Zealand.

The terms to be charged to the emigrants, the form of agreement with them, also of the promissory notes to be taken from them, and, in fact, all details were, from time to time, discussed with and approved by you.

These terms bound us to repay you, by instalments, £10 of the passage money, with interest; and entitled us to charge, in addition to any other advances we might make, £15 to the emigrants, and to deduct a portion of the amount weekly from their wages. In the mode of execution and witnessing of these agreements and promissory notes, we acted entirely upon the advice and information of either yourself or the Government emigration agent, Mr. Carter.

The difference between the £10 you charged us and the £15 we were to charge the emigrants being, in fact, the only margin to set against any loss that might arise through delinquencies or misfortunes, and this you assured us would be amply sufficient to do so. We never desired to make any profit out of the emigration, but we certainly relied upon your assurance that this margin was sufficient to protect us against any loss.

We had no knowledge that in these same ships you were intending to send out other emigrants on different terms, requiring from them very much less repayment for their passage money than was required from our emigrants; and although the latter required help in removing from their homes to the ships, and also for their kit and clothing, yet that was given from our firm and not from the Government: so that in what the Government had to provide, viz., the passage money, there was a marked disadvantage to the extent of a third or one-half of the passage money to our emigrants, as compared with the Government emigrants.

There is no doubt that during the voyage these facts always became known, and created a feeling of disappointment and dissatisfaction, which has resulted in a very disastrous defeat of the whole object, to us, of this emigration. The men, as soon as they landed, mostly deserted, dispersed themselves over the Colony, and refused to work for us, saying they had been ill-treated and over-reached, and blamed us for what is, in fact, the arrangement forced upon us by you.

We have said in the commencement of this letter that we only entered upon this subject at the urgent request of the New Zealand Government, and manifestly with the desire to provide labour for the public works to be entrusted to us, so that those works might proceed rapidly without creating a great disturbance in the question of labour in the other industries in the Colony. We have sent out 1,299 adult males, and according to our most recent advices we have 525 working for us; the remainder are mostly remaining in the country engaged at other work, and we have been unable to recover any appreciable amount of their promissory notes from them.

Thus the country has the advantage of the large number of selected men and their families for its industries and revenue, but, unfortunately for us, at our cost.

Again, we have been repeatedly informed by our firm in New Zealand, that when some of the emigrants arrived, there were not public works entrusted to us sufficient to employ them, and we have had either to find temporary employment for them, so as to keep our engagement to them, or to see them leaving us for other work from which it is almost impossible to recall them; and our latest advices assure us that there is no necessity for further emigrants for the works given to us.

Under the circumstances as herein stated, we feel confident in appealing to you for a reconsideration of the terms as to the emigrants who have already been sent out by us, and we must certainly be put upon an entirely different footing with reference to any further number.

We are not, and never were, desirous of entering upon this kind of engagement, but believe, if the Government urge it upon us, we could organize anew the emigration movement for the despatch of considerable numbers; but with reference to the past, we think we have a fair claim to a full reimbursement of any moneys we have paid in connection with this matter, and a release from the notes signed by us.

Your emigration circulars show that you have found it quite necessary, in order to keep up the flow of emigration, and to put yourself on a level with other countries who have active agencies here for similar objects, to give a very great modification of the terms you formerly demanded even from the Government emigrants; and the promissory note for £10 which is now all you demand from the emigrants, gives you no greater security than what we imagined we had received. We shall be glad to give you the documents we have received from the emigrants, applying their respective amounts *pro rata* to your passage money and our actual advances, and we think you ought to be satisfied in our case with what you are now satisfied with from any casual applicant.

We have, &c.,

JOHN BROGDEN AND SONS.

The Hon. I. E. Featherston,
Agent-General for New Zealand.