

66. *The Hon. Mr. O'Rorke.*] Have you seen the letter from Messrs. John Brogden and Sons, offering to compromise the matter with the Agent-General?—Yes.

67. How many male adults have been brought out by your firm?—1,291, exclusive of boys.

68. You state that only 219 of that number have entered into your employment?—That is an error. It should be only 219 were in our employment at the date the petition was presented.

69. What is the greatest number you ever had in your employment at any one time, I mean of the men brought out by you?—I should say not more than 1,000 at any one time.

70. What amount have you recovered in all?—The amount recovered to the 10th of July was £2,214.

71. Does that include the amounts you have recovered through the Court?—Yes, it includes all the money we have received.

72. Did you ever allow any of your men to enter into the service of others under a specific understanding?—No, I am not aware of that having been done except in a few cases.

73. Are you aware of a similar arrangement having been sanctioned in any other part of the Colony besides these to which you have referred?—No, I am not.

74. *Hon. Mr. Fitzherbert.*] Did I understand you to say that it was out of regard to the General Government, and for the advantage of the Colony, that you brought out the class of immigrants you do, and that otherwise you would have got cheaper labour elsewhere?—Yes, we would have brought men from Australia. We should also have got Chinese. All the men sent out were passed by the Government Agent.

75. These you would have got cheaper but for your desire to kill two birds with one stone. You allege that as being an outcome of the loss you have sustained, or at least a considerable part of it?—Yes.

76. *The Chairman.*] I understand you to say that you might have bettered yourself by the introduction of Chinese labour from Australia?—Yes.

77. According to the terms of your original contract, were you not debarred from employing such labour?—I do not think so, but I am not aware. I believe it was proposed to insert it in the original draft contract.

78. *Mr. Macandrew.*] Has Chinese labour not been employed by you to some extent?—Yes, they have been employed on our works as sub-contractors.

79. *Mr. O'Neill.*] Are you expecting any more immigrants under your contract?—None whatever.

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MONDAY, 15TH SEPTEMBER, 1873.

Mr. JAMES BILLING was in attendance, and was examined as follows:—

80. *The Chairman.*] I received a letter from you, Mr. Billing, in which you requested that you might be called by the Committee to give evidence on behalf of your firm. You are probably prepared with some statement. If so, the Committee is now ready to hear you?—My object in asking to be called as a witness was in order that I might be enabled to make a statement in reference to the correspondence which passed between the firm at home and its representatives here on the subject of immigration. That correspondence will show you that immigration was entered into and carried on for a period extending from March to June in the year 1872, on a verbal understanding between the Agent-General and Messrs. Brogden; at all events, five ships with emigrants were sent out by the Messrs. Brogden, on the understanding that the immigrants sent out would not involve the firm in liability. These five ships sailed before the firm had any knowledge whatever, either by letter or telegram, that Mr. James Brogden, the representative of the firm then in New Zealand, had not succeeded in making terms with the Government for the construction of railways in the Colony. The first letter to which I will refer you is dated 7th March, 1872, from Mr. Alexander Brogden to his brother in New Zealand. That was during the period the negotiations were going on here between Mr. James Brogden and the Government, so that it was not possible that their prospects of success or otherwise could have been known at that time to the firm at home. The extract reads as follows:—“Unfortunately your letter did not convey to us the idea that we had to take up the negotiation with Dr. Featherston, or that there had been such an advance in the negotiation with you as the preparation of a draft agreement. In future, be good enough to send us copies of such drafts, as they instruct us as to the phases and progress of matters. We shall arrange with Dr. Featherston on the basis of our undertaking the liability of the passage money with the Government, much in the same way as proposed in the draft agreement covering ourselves with engagements with the men, and stipulating also that in the ‘cost price’ of the work there shall be added a sufficient sum to cover losses from defaulting persons. The Government will have to advance the money and be repaid by instalments, and we shall deduct a proportionate part of the weekly wages under our formal engagement with the men, and have also in the prices an allowance for the loss which will probably occur. The item of cost must be settled by you and Henderson, and should be added as the losses occur.”

81. *Mr. T. B. Gillies.*] At what date was that letter received in the Colony?—It was received on the 26th of May, 1872. The next letter I will refer to is one dated 4th April, addressed by Mr. Alexander Brogden to Mr. James Brogden.

82. And that letter would be received in June?—It was received also on 26th May, both mails arriving at same time, owing to detention in America. That letter is as follows:—“Mr. Noble has written to you”—Mr. Noble, I may explain, is secretary for the firm at home—“about our efforts and success in the matter of immigration. I will confine myself to state the position of the negotiations. After receiving the copy of the agreement which it was proposed you should enter into, we discussed the question several times with Dr. Featherston, and, as I mentioned in my last letter, he proposed that the Government should pay the passage, and we repay them by instalments, less 25 per cent. to cover loss, which the Government would bear. We have proposed and arranged verbally with the Agent-General that we act upon these terms, keeping a strict ledger account of the