

cost actually incurred in the emigration, and we will see how the account rectifies itself by the repayments recovered from the men's promissory notes; and if any modification of the arrangement is applied for, it must be justified by a reference to the accounts—the intention being that we are to be reimbursed the cost, but not to make profit or suffer loss by it; so that on your side you will have to keep strict accounts of everything which you disburse relating to emigration, and furnish the particulars to us here or obtain repayment at the Colony. On the other hand, you will not have the necessity of adding anything on this item to the cost of the works. Probably there may be some expense connected with the landing and removal of the emigrants to the place they are required, which will be doubtful as to which account they should go to; but this you ought to get settled in principle to start with; and as we cannot know the details of such expenses, we must leave that with you. We shall furnish you by next mail, and also send out with the ship, copies of each man's engagement and his indebtedness; and as there are some married men whose wives remain at home and to whom we pay weekly subsist, we shall require to be furnished each mail with a copy of the pay sheet, at least as far as relates to the emigrants we send out and the amounts they are reimbursing. We find we shall have to pay nearly everything with the great bulk of the labourers, and shall have to depend upon your watchfulness on that side for getting the money back. At the same time we must impress upon you, and beg you will do the same to the different agents, the absolute necessity of seeing that the emigrants are well looked to on their arrival; have lodgings and food provided for them, so that all may go along well, and good reports may come home from them; if bad accounts come home, we shall fail to get more emigrants; it is not an easy matter here, we assure you. There are many men among those going out who will make good gangers, and the Emigrant Agent (Mr. Carter) says that they are a very superior body of men. Referring again to the emigrants, we have promised to commence paying their wages the day they land in New Zealand, so that you will have to have work prepared for them or they will be a dead loss on your hands; and of course we must always remember that the obligation to employ is just as binding upon us as the obligation to serve is upon them. Wages: Then as to wages, you will see we have stipulated a minimum wage of 5s. per day; and of course if higher wages prevail they will expect more. In this respect we need only be clear in our explanations to you of what we have undertaken and promised, to insure your seeing it strictly carried out."

*Witness.*] The next letter to which I will refer is dated 27th June of the same year, 1872.

83. *Hon. Mr. Fitzherbert.*] The last letter was dated in April, and this is in June. Had you no letters on the subject during the month of May?—No; we had letters, but none affecting this question.

*Witness.*] The letter of 27th June reads:—"Emigration: Enclosed you have copy of an agreement signed by us to-day; duplicate goes with my signature and Henry's attached, and you will have to sign it when presented. We have made it as strongly referring to the contract for works, and as much connected with that contract, as Dr. Featherston's powers permitted. You have had particulars of the emigrants sent out; and their promissory notes having been also sent to you, you will have to organize the employment of these men and the collection of the moneys from them at once, so that no delay or difficulty may arise. We shall no doubt have to continue the despatch of emigrants, and the Agent-General tells me that very favourable reports have gone from here of the way in which we are carrying out the scheme, and the good class of emigrants we are selecting. You will now have to arrange sufficient work for the men, or else you must pay them their daily wages in accordance with our agreement with them. We cannot have any breach of faith with the emigrants charged against us. You can very properly represent this to the authorities as a reason for greater speed in their arrangements with you."

The witness continued: These men were sent out upon the advice that sufficient work would be obtained, and in good faith and reliance upon the Agent-General's assurance that no loss would be connected with the transaction. When the agreement came to be signed, the Agent-General told us that it was not possible that there could be any loss. The word the firm at home had at this time was that contracts were about to be entered into. The next letter to which I will refer is dated July 25th. It says:—"In addition to the men's wives and families already sent, of which we have forwarded full particulars, it has been arranged to send out 50 men in the 'Lady Jocelyn,' which sails for Canterbury on the 31st instant; and 150 to 200 in the 'Christian McAusland,' which will sail on the 3rd September for Otago. Extract from telegram from Colonial Secretary to Agent-General, dated Wellington, 8th June, 1872, and received here last Thursday: 'Brogden's tender for Picton and Blenheim accepted. Invercargill to Maitaia, Napier to Pahi Pahi, Wellington to Hutt, and Auckland to Waikato, will be tendered for in a fortnight.'" Up to this date five vessels, carrying nearly 700 emigrants, had left England for Messrs. Brogden, and this telegram was the first intimation they had had that works had been provided for them. The understanding upon which these men had been sent was, that the firm would neither make a profit nor suffer a loss.

84. *The Chairman.*] You mean that this was the first intimation that had been received of works having been absolutely contracted for?—Yes.

85. *Hon. Mr. Fitzherbert.*] You have told us that the Agent-General assured Messrs. Brogden that no possible loss would arise from the despatch by them of immigrants. Have you any letters from the Agent-General to show that he gave such an assurance to the Messrs. Brogden? I presume it was given to the firm at home?—Yes. The letters of 18th September and 1st November, 1872, and 12th June, 1873, show that that assurance was given.

86. *The Chairman.*] From whom were those letters received?—From our firm at home.

*Witness* then read the following extract from letter dated 18th September, 1872, written by Mr. Noble to him (witness):—"I have had some talk with Mr. Carter, the Government Immigration Agent, who thinks the difficulties greatly exaggerated. His experience as a contractor in New Zealand is, that if the men are well treated you will find the difficulties vanish. He says there is no other work for them in New Zealand."

*Witness:* I now wish to refer to the draft agreement that was sent out as having been entered into between the firm and the Agent-General. A very remarkable note appears on the margin of that