

agreement, made by Mr. Alexander Brogden. The note is written opposite the following paragraph in the draft: "And whereas the Governor and the contractors have entered into arrangements for the execution by the contractors, in New Zealand, of railway and other works, in reliance upon which being carried out, and with a view to the execution of which works, the contractors have selected and sent out to the said Colony men suitable to be employed on the said works, with their families, and are desirous of sending out other such men, and have applied to the Agent-General on behalf of the Government to co-operate with them to effect this object, on the terms and conditions hereinafter mentioned, which the Agent-General on such behalf has agreed to do." The marginal note is to the following effect: "This is put in the recital as the Agent-General has no power to enter into a specific contract that we shall have works to do; but this sufficiently indicates the purpose of the emigrants, and would be a moral obligation on the Government either to give the work to execute or relieve us from the obligations we have entered into.—A.B."

*Witness:* In a letter from the firm, dated 1st November, 1872, the writer says:—"Your brother saw Dr. Featherston yesterday, but he will not release them from any portion of the emigration agreement; not even giving his consent to a suspension of operations, as he says that we are now preventing him from getting emigrants. He says that there is ample margin allowed in the difference between the £10 paid him and the £15 we can charge to cover any possible loss, and he backs up the statement by his own personal experience. Finding that nothing could be done with the Agent-General, your brothers have resolved to stop any further emigration after the sailing of the vessel, which is fixed for the 12th November."

*Witness:* I now come to the letter of 12th June of this year, from our firm to the Agent-General, asking to be released from our obligations under the immigration scheme. You are no doubt probably well acquainted with the contents of that letter; which was read as follows:—

"SIR,—

"5, Queen's Square, Westminster, S.W., 12th June, 1873.

"At the invitation of the Minister, the Hon. G. Maurice O'Rorke, conveyed to our Mr. James Brogden in New Zealand by letter of November, 1872, and in compliance with your letter of 27th May last, we address you on the subject of the agreement of 27th June, 1872, between the Governor of New Zealand and ourselves, relative to the promotion of immigration into the Colony.

"The negotiations on this subject commenced, as you will remember, in New Zealand, between Mr. James Brogden and the Ministry there; and the continuance of them relegated to you and the members of our firm in England. At that time the postal arrangements from the Colony were very irregular, and we received intimation from our firm that the subject was so remitted to us, but without any further particulars. You will doubtless remember that the draft agreement for emigration, which had been discussed in the Colony, was handed to us by you, and you informed us that it had in fact very nearly been signed by our Mr. James Brogden, but at the last moment he had declined to take the responsibility, and so the subject was remitted home. At the same time you urged us with so great pressure to commence sending out immigrants, 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 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 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 misfortune; 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 payment for their passage money than was required from our emigrants; and although the latter required help in removing from their homes to the ship, 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 those 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 overreached—and blamed us for what is in fact the arrangement forced upon us by you.