

"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 intrusted 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 country. 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 intrusted to us sufficient to employ them, and we have had either to find temporary employment for them, so as to keep our engagement with them, or 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 confidence in appealing to you for a reconsideration of the terms as to the emigrants who have been already 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 agents here for similar objects, to give a very great modification of the terms you formerly demanded even from the Government emigrants; and the promissory notes 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.,

"The Hon. I. E. Featherston, &c., &c."

"JOHN BROGDEN AND SONS.

87. *Mr. Carrington.*] Has the Agent-General replied to that letter?—No reply has been received up to the time the last in-brought mail was despatched, 11th July.

88. *Hon. Mr. Fitzherbert.*] Have you received notice to that effect?—No; but the firm at home is in the habit of sending out copies of correspondence which may have passed between the Agent-General and themselves during the period between the departure of the mails.

89. *Mr. O'Neill.*] What length of time had elapsed between the time that the Agent-General received that letter and the despatch of the last letter received by you from your home firm?—The Agent-General had a month in which to reply before the departure of the last mail from England, which arrived here on 5th September.

*Witness:* I understand complaints have been made as to the class of immigrants introduced by the firm into New Zealand. I am prepared to lay before the Committee a copy of the means employed for introducing a well-selected class of immigrants into this country. I am prepared to show that evidence of good character and general suitability was required, and generally received from their former employers, clergymen, and landlords.

*The Chairman* here stated that such evidence was not necessary.

*Witness:* Immediately upon receipt of the contract of 28th June, Mr. James Brogden intimated his dissatisfaction with the terms of the arrangement entered into, and the following telegram was received by the Agent-General from Government, and a copy was sent by him to our firm in Westminster:—"Brogden dissatisfied with emigration arrangements with his firm. Some trouble with emigrants." The contract itself was submitted to the legal adviser of the firm, who indorsed the following opinion upon it:—"I am of opinion that this contract is *ultra vires*. The fourth section of the Act of 1871 requires that all contracts under that Act or under the Act of 1870 shall be in the name of the Queen, the Governor having no power to contract in his own name, and still less to delegate the power of contracting."

90. *Hon. Mr. Fitzherbert.*] Who is the counsel?—Mr. Travers.

91. Have you had the opinion of home counsel on the contract?—We have had the opinion of counsel at home on the subject, and that opinion agreed with Mr. Travers's.

92. *Hon. Mr. O'Rorke.*] Was that opinion taken after the contract was executed?—Yes, after the contract was executed.

93. *Hon. Mr. Fitzherbert.*] Have you got the opinion given by the home counsel?—No; but I will be prepared to furnish that opinion, or an extract from it.

94. *The Chairman.*] I think we have it in evidence that from the first Mr. James Brogden expressed his disapprobation with the arrangement; and I infer from that that he strongly suspected that his firm had entered into a contract that would result in loss. If so, is it not a natural inference that he was aware of the liability incurred?—It was not until after the arrival of the immigrants that he was made aware of the terms upon which they had come out. On becoming aware of these terms, he telegraphed to the firm in England that he was certain that the arrangement entered into would result in loss.

95. *Mr. Gillies.*] Can you fix the date of that intimation?—The 9th July, 1872.

96. *The Chairman.*] He was not aware of the actual terms of the contract until such time as the immigrants came out to the Colony, but was he not sufficiently aware of the terms upon which the previous immigration had been conducted by the firm to be dissatisfied with it, and to communicate with the firm at home, warning them against carrying out immigration upon the terms they did?—No. When he received the communications of March and April, he was under the impression it was being carried on without any liability whatever.