

£5 in the same ships with our men. They naturally told each other, and our men, who were paying £15, were of course dissatisfied.

118. Were not these the Agent-General's terms prior to the contract being entered into?—I believe they were.

119. *Hon. Mr. Fitzherbert.*] How do you account for the fact that it never struck you that there would be difficulty in recovering your amounts when you knew all along that you were charging your immigrants at the rate of £3 to £1?—Simply because the Agent-General, at all events the sub-agent, Mr. Carter, stated to us that there was no other work in New Zealand for our men.

120. That you would have such a monopoly of the work that these men would not be able to find employment elsewhere?—Yes.

121. You think then that when the firm at home signed this immigration contract, and were aware that they were charging £15 against £5 charged by the Government, they believed they would be able to recover the difference in consequence of a monopoly of work having been granted to them?—They relied upon the assurance of the Agent-General.

122. I understand that it is your opinion that the firm at home entered into an agreement with the Agent-General to introduce immigrants into the Colony, and that at the time they were fully aware that the Government were sending out immigrants for £5 per head when the firm was charging £15, and that they believed they would be able to recover the difference from having been led to believe they had obtained a monopoly of the work?—I cannot speak for the firm.

123. But your own opinion?—My personal opinion is that that was the reason which induced them to sign the agreement, and especially the assurance of the Agent-General that there would be no difficulty in collecting these moneys. At the same time they were under the impression that they would get railway contracts sufficient to give them control of the labour market.

124. *Hon. Mr. Richardson.*] Was the result of the No. 1 contract known at this time. Was it not known that it had been rejected by the House?—It was not until November that the result of No. 1 contract was made known.

125. What are your grounds for making the statement you did about Mr. Carter?—We have the statement in a private letter written from the firm to myself on 18th September, 1872.

126. When you began to suspect that these men intended to leave you, might you not have used greater diligence in obtaining judgment against them?—They left without giving notice. Some of them went to Auckland, Canterbury, and Otago, and in some cases changed their names. Of £1,501 value of promissory notes that we took into Court for recovery, a sum of £327 5s. 10d. for expenses was incurred. The actual amount we have recovered as the result of these proceedings is £124 10s., so that we are actually out of pocket for law expenses £202 15s. 10d.

127. Did it not occur to you that your course was to get out judgment against the whole of them? It would not have been necessary for you to have proceeded further against them. You could have held over the judgment until these men had become possessed of property. It seems to me there was a want of activity on your part which I do not understand.—The average cost of obtaining judgment against each of these men was about £3 3s., and the result of putting them into Court would be a strong inducement to them to leave the locality, and probably many of them would go to Australia; that has been the case in three or four instances.

128. *Mr. Maandrew.*] Have you got your bill of costs?—You cannot fix the actual cost in each case very well. The law costs alone are 25s., and then there is the solicitor's costs. In some cases we have to pay mileage on as much as sixty miles perhaps, when the men are resident that distance from town, in order to serve summonses.

129. *Hon. Mr. Fitzherbert.*] Might an arrangement not have been made so as to reduce the average cost?—I am not aware that actual Court fees can be reduced.

130. When you saw that the men were going to leave you, with a little activity might you not have been in possession of judgments against them?—We might have been.

131. You could then have asked the Government to take the debts over?—In order to do so the men must have been sued upon their arrival here, before they became aware of any extra advantage to be obtained in respect of wages. A large amount of money has been already spent in taking these men into Court. It struck us that it would be better that the debts should stand over until the men had got settled down, and then we could take proceedings and enforce payment against them, even although they had gone out of the Province.

132. Then you thought it would be better to allow the matter to lie over in the meantime, and upon some future opportunity to take steps for recovery of these debts?—We thought it better to wait until the men had got fairly settled in the country. For instance, we know at the present time that there are from sixty to one hundred of our men located in the Wairarapa district, but to get at them would necessitate a long journey to that district and great expense, without any reasonable return at present.

133. *Hon. Mr. Richardson.*] It has been stated that large advances were made to these immigrants at home for outfits. Are you aware if the Agent-General was informed from time to time of the amount of these advances, and to whom they were made?—The Agent-General was aware that we had to provide outfits, and that the amounts paid to families were much greater than they would be to single men.

134. Have you anything to show that the Agent-General was informed of these advances having been made, or that he was aware of or otherwise made a party to them?—No, I do not think that there is anything in any of the letters to show that he was. I can only state that there were so many difficulties in the way of obtaining immigrants that we were either obliged to advance a sum for their outfit, or else not get the men at all.

“SIR,—

Wellington, 20th September, 1873.

“In giving the Committee certain extracts from correspondence which passed between the Agent-General and Messrs. Brogden on the subject of their contract, I inadvertently overlooked a letter dated 21st December, 1872, which I intended to read to the members. I now enclose a copy of