

copy of that letter and shall feel obliged if you will have it read, and allow it to form part of my evidence.

“W. Reeves, Esq., M.H.R.

I have, &c.,  
J. BILLING.”

“SIR,—

“Queen Square, Westminster, S.W., 21st December, 1872.

“In fulfilment of the letter of our agreement with you relative to New Zealand emigrants, we have the honor to hand you our promissory notes for passage money disbursed by you to the 19th November, 1872.

“But while we thus unreservedly fulfil the letter of the agreement, we have to represent to you that we are likely to sustain very great loss in the transaction. Our agents in New Zealand inform us that great numbers of the men whose passage moneys we thus secure deserted on their arrival in port, and it will be extremely difficult, even if at all possible, for us to recover from them our advances for passage moneys and kits. Nothing is included in our prices for works to cover that contingency. Not only, then, is our object for securing men for the execution of our works defeated, but our expenditure is thrown away and becomes dead loss; while the New Zealand Government, whose object is immigration for all purposes, secures the distribution of a number of able-bodied men through the Colony at our expense.

“Under these circumstances, and seeing that in accepting your form of agreement we relied mainly upon your long experience, and on your opinion that the margin between the amount to be paid by us and the amount charged to the emigrants would amply protect us from any loss, we trust to your supporting any representations we may have to make to the Government hereafter, by way of appeal to them to make allowance to us for any losses we may ultimately sustain by the transaction.

“We have, &c.,

“The Hon. I. E. Featherston, &c., &c.”

“JOHN BROGDEN AND SONS.

TUESDAY, 16TH SEPTEMBER, 1873.

Mr. JOHN HENDERSON was recalled, and examined as follows:—

135. *The Chairman.*] In looking over the evidence as corrected by you, I observe that material alterations have been made by you in pencil markings, by which your answers in some cases have been placed in quite a different light from that in which they originally stood. It is contrary to the rules of the Committee to allow material alterations to be made in that way. If you desire to alter any of your previous statements, it will have to be done by re-examination, and it is for that purpose the Committee have requested your attendance.

The alterations having been pointed out to the witness, he said,—I now wish to explain my evidence by making the following statement:—Both the Government and the firm thought it would be desirable that immigrants should be brought out to the Colony, but it was urged on the Government if the firm brought out immigrants they should be allowed to do so on the same terms as those brought out by the Government; at the same time we received no equivalent for the expenses which might be incurred by the firm for immigration when adjusting prices for the several works with the Engineer-in-Chief.

The Chairman directed the witness's attention to an item in his previous evidence relative to the inability of the firm to employ the men on their arrival, from the fact that sufficient works had not been allotted to them.

136. *The Chairman.*] Can you state the name of the vessel by which these men arrived?—The men that arrived by the “Jessie Readman.”

137. *Mr. O'Neill.*] How was it that these men, as you have already stated, could not be employed on the Lower Hutt line?—Because at the time of their arrival the work had been partly stopped by instructions from the Engineer-in-Chief, with a view to altering the design for protective works. The works in progress on other parts of the line were sufficiently manned.

138. *Mr. Parker.*] Have you any personal interest in the claim set forth in the petition?—Yes.

139. *Hon. Mr. Richardson.*] You have stated just now that the reason you could not employ the men by the “Jessie Readman” was that the works were partly stopped by instructions from the Engineer-in-Chief?—Yes.

140. Were you prepared to go on during the interval?—Yes, but the design was not ready.

141. *Mr. Parker.*] In one part of the petition you mention that the firm suffered loss because there was not sufficient employment provided for the men when they came out, and in another part of the petition it states that the loss was occasioned in consequence of the men having been taken away and employed by other parties?—In certain localities there was no work to provide the men with, and in others, where works were provided, the men were taken away by the residents. Although we found that it would not pay to move the men about from one place to another, we had to do so when work had not been provided, to places where it had.

142. Can you name the places in which the men were induced by the residents to leave your employment?—In Invercargill, in particular, the first shipload was taken away from us so fast that within a week of their arrival ninety-two men left.

143. *Hon. Mr. Richardson.*] When you say that you had not sufficient work to employ the men, do you mean that you had not sufficient, or merely that you had not sufficient in a particular part of the Colony?—We had sufficient work for the men already sent, but we incurred great expenses in removing the men from one place to another—from the places where there was not work to the places where it was.

144. Did you not offer to land men in New Zealand, provided you could get work to employ that number of men?—Yes, but on the condition already mentioned.

Mr. JOHN CARBUTHERS, Colonial Engineer, was in attendance, and was examined as follows:—

145. *Hon. Mr. Richardson.*] When you arranged the details of prices with Mr. Henderson of the Dunedin—Clutha Railway, was Mr. Billing present?—I believe he was present as clerk for Mr. Henderson.