

1873.

NEW ZEALAND.

IMMIGRATION AND PUBLIC WORKS COMMITTEE,

(REPORT OF THE, ON PETITION OF MESSRS. J. BROGDEN AND SONS).

Report brought up and ordered to be printed, 24th September.

ORDERS OF REFERENCE.

Extracts from the Journals of the House of Representatives.

WEDNESDAY, THE 17TH DAY OF JULY, 1873.

Ordered, That a Select Committee, to consist of thirteen members, be appointed to consider and report upon all matters affecting Public Works and Immigration that may be referred to it by this House. That such Committee consist of Mr. Carrington, Mr. Curtis, the Hon. Mr. Fitzherbert, Mr. Gillies, Mr. Johnston, Mr. Macandrew, Mr. O'Neill, the Hon. Mr. O'Rorke, Mr. C. Parker, Mr. Reeves, Mr. Rolleston, Mr. White, and the mover; five to be a quorum. (*Hon. Mr. Richardson.*)

FRIDAY, THE 18TH DAY OF JULY, 1873.

Ordered, That the name of Mr. Cuthbertson be added to the Public Works and Immigration Committee. (*Hon. Mr. Richardson.*)

WEDNESDAY, THE 27TH DAY OF AUGUST, 1873.

Ordered, That the number of the Public Works and Immigration Committee be increased to fourteen, and that the name of Mr. Ormond be added thereto. (*Hon. Mr. Richardson.*)

THE Public Works and Immigration Committee, to which the Petition of Messrs. John Brogden and Sons was referred, have the honor to report that the petitioners pray to be relieved from loss to which they allege they have been subjected under their immigration contract with the Government. The Committee having taken all the evidence that was available to them on the subject of the claims put forward in the petition, are of opinion that the statements in the said petition are not substantiated, and, so far as they are able to judge, there is no good ground for such claim, either in law or in equity.

The Committee are further of opinion that, in the absence of proof, it would be a bad precedent to entertain claims founded upon vague allegations, and the admission of which would do away with all finality in a system of public contracts under written agreements; and that, further, in the opinion of the Committee, it is not desirable the evidence should be printed.

24th September, 1873.

W. REEVES,
Chairman.

MINUTES OF PROCEEDINGS.

MONDAY, 8TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,
Mr. Curtis,
Hon. Mr. Fitzherbert,
Mr. Gillies,
Mr. Macandrew,
Mr. O'Neill,

Mr. Ormond,
Hon. Mr. O'Rorke,
Mr. Parker,
Mr. Reeves,
Hon. Mr. Richardson,
Mr. White.

Minutes of former meeting read and confirmed.

Petition of Messrs. J. Brogden and Sons read.

After some discussion on the subject, it was ordered that Messrs. Henderson and Billing be summoned for Tuesday, 9th September, at 11 a.m.

The Committee then adjourned till 10.30 a.m. on Tuesday, 9th September.

TUESDAY, 9TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,	Mr. Ormond,
Mr. Curtis,	Hon. Mr. O'Rorke,
Mr. Cuthbertson,	Mr. Parker,
Hon. Mr. Fitzherbert,	Mr. Reeves,
Mr. Macandrew,	Hon. Mr. Richardson,
Mr. O'Neill,	Mr. White.

Minutes of former meeting read and confirmed.

The Hon. Mr. O'Rorke put in correspondence between the Hon. Minister for Immigration and the firm of J. Brogden and Sons, together with an extract from a letter to the Hon. Minister for Immigration from the Agent-General (*vide* Appendix A), which were read.

Mr. J. Henderson handed in a promissory note and other documents, &c., referred to in his evidence (*vide* Appendix B).

On the motion of Mr. Ormond, the Committee adjourned till 11 a.m. on Friday, when the report on the petition will be considered.

FRIDAY, 12TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,	Mr. Ormond,
Mr. Curtis,	Mr. Parker,
Mr. Cuthbertson,	Mr. Reeves,
Hon. Mr. Fitzherbert,	Hon. Mr. Richardson,
Mr. Macandrew,	Mr. White.
Mr. O'Neill,	

Minutes of former meeting read and confirmed.

Resolved, on the motion of Mr. Macandrew, that the Committee do now adjourn till 11 a.m. on Monday, 15th September, when Mr. Billing be desired to attend, in accordance with his wish to give evidence.

MONDAY, 15TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,	Mr. Ormond,
Mr. Curtis,	Mr. Parker,
Hon. Mr. Fitzherbert,	Mr. Reeves,
Mr. Gillies,	Hon. Mr. Richardson,
Mr. Macandrew,	Mr. Rolleston,
Mr. O'Neill,	Mr. White.
Hon. Mr. O'Rorke,	

Minutes of former meeting read and confirmed.

Mr. Billing in attendance, and gave evidence with reference to Messrs. Brogden's petition. (*Vide* evidence.)

The Committee adjourned till 16th September, at 11 a.m., when Messrs. Henderson and Carruthers were directed to be summoned to give evidence.

TUESDAY, 16TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,	Mr. Ormond,
Mr. Curtis,	Mr. Parker,
Hon. Mr. Fitzherbert,	Mr. Reeves,
Mr. Gillies,	Hon. Mr. Richardson,
Mr. Macandrew,	Mr. Rolleston,
Mr. O'Neill,	Mr. White.
Hon. Mr. O'Rorke,	

Minutes of former meeting read and confirmed.

Mr. John Henderson in attendance, and re-examined with reference to Messrs. Brogden and Sons' petition. (*Vide* evidence.)

Mr. John Carruthers in attendance, and gave evidence.

On the motion of Mr. Gillies, the consideration of the report was postponed to Friday, 19th inst. The Committee adjourned till Wednesday, at 11 a.m.

WEDNESDAY, 17TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,
Mr. Curtis,
Mr. Macandrew,
Mr. O'Neill,
Mr. Ormond,

Mr. Parker,
Mr. Reeves,
Hon. Mr. Richardson,
Mr. Rolleston.

As Mr. Reeves was to give evidence, on the motion of Mr. Macandrew Mr. Curtis was appointed Chairman for the present meeting.

Minutes of former meeting read and confirmed.

Re Petition of Brogden and Sons,—

The Hon. Mr. Richardson gave evidence. (*Vide* evidence.)

Mr. Ormond gave evidence. (*Vide* evidence.)

Mr. Reeves gave evidence. (*Vide* evidence.)

The Hon. Mr. O'Rorke was ordered to be requested to attend on Friday to give evidence.

The Committee then adjourned.

FRIDAY, 19TH SEPTEMBER, 1873.

Meeting postponed by order.

MONDAY, 22ND SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,
Mr. Curtis,
Mr. Cuthbertson,
Mr. Gillies,
Mr. Macandrew,
Mr. O'Neill,
Hon. Mr. O'Rorke,

Mr. Ormond,
Mr. Parker,
Mr. Reeves,
Hon. Mr. Richardson,
Mr. Rolleston,
Mr. White.

Minutes of previous meeting read and confirmed.

Mr. Carruthers in attendance, and corrected his evidence.

The Chairman read a letter he had received from Mr. Billing, enclosing a letter dated 21st December, 1872, from Messrs. Brogden to the Agent-General, which was read and ordered to be appended to his evidence.

All evidence given before the Committee read over.

The Hon. Mr. O'Rorke gave evidence. (*Vide* evidence.)

Mr. Macandrew gave notice of the following motion:—"Inasmuch as the evidence before the Committee clearly shows that in fixing the prices to be paid to Messrs. Brogden and Sons for the various works undertaken by them, provision was made to cover contingencies, in respect of which the claim of the petitioners is based, the Committee is of opinion that there is no good ground for said claim, either at law or in equity."

The Committee then adjourned till Tuesday, 23rd September, at 11 a.m.

WEDNESDAY, 24TH SEPTEMBER, 1873.

Committee met pursuant to notice.

PRESENT :

Mr. Carrington,
Mr. Cuthbertson,
Mr. Fitzherbert,
Mr. Macandrew,
Mr. O'Neill,
Mr. Ormond,

Hon. Mr. O'Rorke,
Mr. Parker,
Mr. Rolleston,
Hon. Mr. Richardson,
Mr. Reeves,
Mr. White.

Minutes of former meeting read and confirmed.

The Committee proceeded to consider the report on Messrs. Brogden's petition.

Mr. Macandrew withdrew the motion of which he had given notice at the last meeting.

Mr. Carrington moved, That the Committee having considered the evidence before it, and the statements made in Mr. Alexander Brogden's letters of 21st December, 1872, and the 10th July, 1873, addressed to the Agent-General, are of opinion that no just decision can be arrived at until the said letters of 21st December, 1872, and 10th July, 1873, are answered by the Agent-General.

The Committee divided, when there were,—

Ayes, 2.
Mr. Carrington,
Mr. O'Neill.

Noes, 8.
Mr. Cuthbertson,
Mr. Macandrew,
Hon. Mr. O'Rorke,
Mr. Ormond,
Mr. Parker,
Hon. Mr. Richardson,
Mr. Rolleston,
Mr. White.

So the motion was lost.

Mr. Rolleston moved, That the Committee having taken all the evidence that was available to them on the subject of the claims put forward in the petition of Messrs. Brogden and Sons, are of opinion that the statements in the said petition are not substantiated, and, so far as they are able to judge, there is no good ground for such claims, either in law or equity. The Committee are further of opinion that in the absence of proof it would be a bad precedent to entertain claims founded upon vague allegations, and the admission of which would do away with all finality in a system of public contracts under written agreement.

The Committee divided, when there were,—

Ayes, 8.
Mr. Cuthbertson,
Mr. Macandrew,
Mr. Ormond,
Hon. Mr. O'Rorke,
Mr. Parker,
Hon. Mr. Richardson,
Mr. Rolleston,
Mr. White.

Noes, 2.
Mr. Carrington,
Mr. O'Neill.

So the motion was carried.

Resolved, On the motion of the Hon. Mr. Richardson, That, in the opinion of this Committee, it is not advisable that the evidence should be published.

The Chairman was requested to report to the House on the petition in accordance with the above Resolutions.

On the motion of the Hon. Mr. O'Rorke, the Petition of Teoti Rapatini was further postponed.

The Committee then adjourned *sine die*.

MINUTES OF EVIDENCE.

TUESDAY, 9TH SEPTEMBER, 1873.

Mr. JOHN HENDERSON, of Messrs. Brogden and Sons, was in attendance, and was examined as follows:—

1. *The Chairman.*] The Committee have under consideration a petition from your firm relative to the liabilities they have entered into in regard to the business of immigration. We understand that it is your wish that you should be called upon to give evidence. Perhaps you would make a statement of what you have got to say, after which it will be open for the members of Committee to question you on the subject?—All the statement I have got to make is embodied in the petition to the House.

2. *Hon. Mr. Fitzherbert.*] Have the Messrs. Brogden and Sons taken all the steps that they reasonably could be expected to take for recovery of these promissory notes?—So far as I know they have done so. Of course many of the men by whom these notes were given have left our employment and gone out of the way into the interior, in which case it might possibly entail more cost than the value of the notes to follow them up. In not a few cases the men have changed their names.

3. Let me ask, what steps have you taken to trace out the men who have gone away? There are police in the country, besides a variety of ways a private firm would adopt for the recovery of debts due to them under similar circumstances?—We have left no means untried, so far as local agencies are concerned.

4. Have you any complaints to make against the police arrangements in consequence of which payment has been evaded?—None whatever. In many instances we are unable to trace the men. They leave here, for example, and go to Auckland, where they change their names, and many of them set to work on the way up.

5. In a country like this, it appears to me that if I had £20,000 or £30,000 out in small sums, there would not be so very much difficulty in tracing the persons out by whom these sums were owing?—There are other difficulties in the way of recovering these sums. The men may not have the money to pay them even after they are sued; and if we have them arrested and put into gaol, we have to pay 10s. a week for keeping them there.

6. Why then do you not adopt a course like this: Sue them, and after having confessed judgment, hold it over to such time as these men become worth powder and shot?—We do so in many instances.

7. I would wish you to explain more fully why that course is not adopted in every instance?—It is adopted in every case in which we have found the men.

8. Why do you not adopt that course before the men leave you. When you have reason to suspect that they are about to leave, why do you not do that before they escape?—In many, very many of these cases, the men leave us without giving us notice of their intention to do so, and then make their way direct into the interior.

9. Is there no other reason why you do not sue them all?—In many instances it would not pay to sue them.

10. What is the cost of suing for amounts like these?—I do not remember the cost, but I could get it if it is considered necessary.

11. How many judgments have you got in that way?—I cannot say from memory, but I can furnish you with the number by to-morrow.

12. Generally, have your firm done all it thought it could do for recovery of these debts?—It has.

13. If you had done more, you think it would have been throwing away good money after bad?—I have no doubt at all but it would.

14. Have you been deterred from prosecuting these claims to the utmost by any consideration of kindness?—None whatever. We have dealt with it as a business matter all through.

15. Can you state any general term of the defence set up against payment of the notes?—In some cases the defence was that the notes were illegal. In others, as in the case of Invercargill, they were thrown out because the magistrate held that there was no person to represent the firm.

16. Different judgments were given in the different cases?—Yes; different judgments were given in different localities.

17. In any case was there any refusal to pay on the alleged ground that value had not been received by the immigrant?—They invariably alleged that they had been brought out under false pretences, more especially as immigrants were brought out for £7 by the Government, whereas they were charged £15. That was a great cause of complaint.

18. Was that set up as a special ground of their refusal to pay?—Yes, in nearly every instance. They represented that Brogden had charged them more than they could have come out for under the Government, and that they would not pay Brogden a single shilling more. They most distinctly evaded payment on that account.

19. Those that have paid you, have they been forced to do so?—Some have paid voluntarily, and others have been forced to pay.

20. How do you account for that difference; is it merely attributable to a difference of their moral character?—In most instances those who paid voluntarily are those who had not come into contact with the men who were out here before them.

21. You set forth in the petition that 219 men still remain in your employment. Do you experience any difficulty in regard to these men?—None whatever. They are, however, becoming weekly less in number.

22. *The Chairman.*] I wish to ask you whether you are not aware that Mr. James Brogden made his firm in London aware that he considered it disadvantageous to enter into a contract for immigration on such terms as were under consideration between them and the Agent-General?—Yes; I believe he did.

23. Therefore it follows that the firm in London entered into the contract with its eyes open?—No; the Agent-General led them to believe that there would be no difficulty in collecting the money; and he authorized them to make a charge of £15, so as to cover any loss.

24. You were present yourself with Mr. James Brogden at several long interviews that took place with the Resident Minister for the Middle Island when the earlier contracts for railway works were being discussed and the terms considered?—Yes.

25. Do you not remember that the consideration of the difficulties that the firm would certainly have to encounter in obtaining a sufficient supply of labour at reasonable rates formed a very important element in the terms granted by the Government to the firm. I wish you clearly to understand me: I mean that the probable rates of labour were urged on the part of the firm as a reason for considerably more liberality being granted by the Government?—That was one reason why we were anxious to bring out men upon the same terms as they were brought out by the Government. Otherwise we would have employed labour from a much cheaper market. We were desirous of bringing out men that would be useful, not only to ourselves, but likewise to the Colony. Had it been otherwise, we would have got men from another quarter altogether.

26. The bearing of my question is this: All these considerations with regard to the cost and the difficulty of obtaining a supply of labour, including the cost the firm would be put to in getting labour from Great Britain or elsewhere, were fully urged by you in the conduct of these negotiations, and put forward as a demand on the part of the firm, and admitted as a fair and reasonable claim for more liberal terms than would otherwise have been asked?—Yes; they were.

27. *Hon. Mr. Richardson.*] Are the promissory notes for the passage-money and the outfit all put together?—We take these notes from the head of a family, all the members of the family being included in the one note; and also a note from the single men for their amounts. The one promissory note includes passage money and everything else.

28. Did you take legal advice about the legality of these notes?—Yes, and the advice we got was that they were not very sure. There would be some difficulty in proving the signatures. In view of that, we wanted to get a short Bill passed to make them valid as debts here.

29. Then you took advice out here?—We did.

30. And what do you mean was the nature of that advice; was it to the effect that the notes were valid or not?—It was not very definite. We were advised that it would be better to get the men to re-sign the notes when they came out here.

31. Under your agreement with the men, how were you to be refunded the amounts you had advanced?—The agreement was that we were to stop so much money per week.

32. Do you consider that it is advantageous to the country, your having introduced 1,700 men into it as labourers?—Yes, unquestionably it is, at our cost.

33. Put the question of cost aside; is it your opinion that they have affected the labour market?—Yes; to this extent that it has provided the settlers with a good many agricultural labourers. In one case some 92 men arrived at Invercargill, and two months afterwards, when I visited the place, I found only one man employed upon our works; all the others had been absorbed by the public of Invercargill. In Invercargill, although a distinct promise was made that our men would not be taken away from us, on the morning of the arrival there of our immigrants in the "Zealandia" I found that some 30 had been engaged by the inhabitants before 12 o'clock noon.

34. Yes, but surely that was a question of wages, was it not?—No, it was an endeavour on their part to get quit of their promissory notes.

35. Did you trace these men that got away from you in Invercargill?—We traced a few of them; we have some cases against them—some six or eight cases pending against them.

36. *Mr. O'Neill.*] When did your firm commence sending out immigrants?—On 13th April, 1872, arriving at Wellington on 9th July.

37. When was the last shipment sent out?—They arrived by the “Lutterworth” in March, at Port Chalmers.

38. Was that the last shipment?—Yes.

39. *Hon. Mr. O'Rorke.*] Are you acquainted with the terms upon which the Agent-General sent out immigrants between the month of June last year and the date of the arrival in Otago of the “Lutterworth”?—I knew that in one instance, for a period of three weeks, he sent out men free. At the expiry of that three weeks they were charged £10 payable by promissory note, and £5 cash.

40. What I want to know is, are you acquainted with the regulations in force between the month of June, and the date when the “Lutterworth” was despatched to Otago?—No.

41. You state in the first paragraph of your petition, “That, amongst other things, your petitioners had no reason to believe that the terms upon which the Government of the Colony would carry on emigration thereto during the term of the said agreement would vary, as regards the money payments to be paid by emigrants, from those which were then in force, and which were the same as those established by your petitioners for the emigrants to be sent out to the Colony pursuant thereto.” What is the difference referred to there?—I do not remember just now.

42. Are you aware if the Agent-General ever charged a sum of £15?—No, I am not aware.

43. Are the Immigration Regulations in force between February, 1872, and March, 1873, the same as yours, as is alleged by the petition?—No, they are not.

44. You also allege in paragraph 5 of the petition, “That immediately after the making of the said agreement with your petitioners, the Agent-General altered the terms upon which he was sending immigrants to the Colony.” Do you adduce proof in support of that allegation?—The allegation is founded on information received from home; and further, I have already mentioned that during a period of three weeks he carried on a system of free passages.

45. I think you ought to state in what month that occurred?—I can give you the month. It lasted from the 3rd to the 14th of March, 1873.

46. You further state in your petition, that “the works intrusted to your petitioners have not been sufficient to employ the number of persons who have actually been sent out by them; and in many cases, on the arrival of the immigrants in New Zealand, your petitioners were compelled to incur great expense in maintaining them temporarily, although your petitioners had no work upon which they could give them employment.” In the case of the arrival of immigrants, by what vessel was that the case?—The “Jessie Readman,” I know for one.

47. At that time had you no works upon which to employ them?—No. The contract for the Upper Hutt line was then pending, and our tender was refused to us a few days afterwards.

48. Could you not have put them on the Lower Hutt line?—No. We had sufficient men on that line at that time.

49. Then let me ask how did you employ them temporarily?—They were employed through the Provincial Government.

50. Then the Provincial Government is indebted to you, is it not?—This is a matter of arrangement.

51. Have you failed in many cases to recover the amounts due to you?—In several cases, perhaps one-third of them.

52. Where were these cases tried?—At Invercargill, Auckland, Picton, Wellington, Oamaru, and Napier.

53. *Mr. Carrington.*] Do you consider that the difficulty in many instances was so great, and the expenses so heavy, as to make their recovery little or no gain?—I think I have mentioned before that the legal expenses and costs already incurred exceed what we have recovered from the men.

54. *Mr. Macandrew.*] Have you any idea how many men have left the Colony indebted to your firm?—I have no idea. We only hear of it occasionally from their mates.

55. Upon what grounds do these men leave the Colony?—Upon the one ground of evading payment of these notes.

56. What rate of wages do you pay your men?—We pay from 6s. to 8s. per day for labourers.

57. Have you not paid some of your men as low as 5s. per day?—We started a few in Auckland at that rate, but it only lasted a couple of weeks.

58. What amount of these notes arrived at maturity do you now hold unpaid?—By special arrangement the notes are to be repaid by instalments.

59. *The Chairman.*] Have you any idea how many men have left the Colony?—I have not.

60. *Mr. Macandrew.*] How many hours do your men work per day?—It depends upon the locality. Some work nine, some ten, and others only eight. Many of the men who work nine hours are what is called piece-men. The day-men never work more than nine hours, and a great many of them work only eight.

61. *Hon. Mr. Fitzherbert.*] The only mode you have of recovering these notes is by stopping the amounts out of their wages?—Yes.

62. From the experience you have obtained, do you not think that it would be more easy to recover these notes were they made payable upon demand?—I question very much if you would get men to come out on these conditions.

63. If these notes were taken payable on demand, you would save the difficulty of having to delay proceedings until they came to maturity. When you saw a tendency on the part of the men to leave, you would be in a position to have them brought up before the Court and get judgment against them at once?—Perhaps so; but there are very many of these men who leave without giving the slightest notice of their intention to do so.

64. Was it any part of your arrangement with the Government that these notes should be drawn in a particular form?—No, it was left wholly for the firm to decide upon.

65. The firm might, if it had been so disposed, have made the notes payable on demand?—Yes, so far as I am aware.

66. *The Hon. Mr. O'Rorke.*] Have you seen the letter from Messrs. John Brogden and Sons, offering to compromise the matter with the Agent-General?—Yes.

67. How many male adults have been brought out by your firm?—1,291, exclusive of boys.

68. You state that only 219 of that number have entered into your employment?—That is an error. It should be only 219 were in our employment at the date the petition was presented.

69. What is the greatest number you ever had in your employment at any one time, I mean of the men brought out by you?—I should say not more than 1,000 at any one time.

70. What amount have you recovered in all?—The amount recovered to the 10th of July was £2,214.

71. Does that include the amounts you have recovered through the Court?—Yes, it includes all the money we have received.

72. Did you ever allow any of your men to enter into the service of others under a specific understanding?—No, I am not aware of that having been done except in a few cases.

73. Are you aware of a similar arrangement having been sanctioned in any other part of the Colony besides these to which you have referred?—No, I am not.

74. *Hon. Mr. Fitzherbert.*] Did I understand you to say that it was out of regard to the General Government, and for the advantage of the Colony, that you brought out the class of immigrants you do, and that otherwise you would have got cheaper labour elsewhere?—Yes, we would have brought men from Australia. We should also have got Chinese. All the men sent out were passed by the Government Agent.

75. These you would have got cheaper but for your desire to kill two birds with one stone. You allege that as being an outcome of the loss you have sustained, or at least a considerable part of it?—Yes.

76. *The Chairman.*] I understand you to say that you might have bettered yourself by the introduction of Chinese labour from Australia?—Yes.

77. According to the terms of your original contract, were you not debarred from employing such labour?—I do not think so, but I am not aware. I believe it was proposed to insert it in the original draft contract.

78. *Mr. Macandrew.*] Has Chinese labour not been employed by you to some extent?—Yes, they have been employed on our works as sub-contractors.

79. *Mr. O'Neill.*] Are you expecting any more immigrants under your contract?—None whatever.

MONDAY, 15TH SEPTEMBER, 1873.

Mr. JAMES BILLING was in attendance, and was examined as follows:—

80. *The Chairman.*] I received a letter from you, Mr. Billing, in which you requested that you might be called by the Committee to give evidence on behalf of your firm. You are probably prepared with some statement. If so, the Committee is now ready to hear you?—My object in asking to be called as a witness was in order that I might be enabled to make a statement in reference to the correspondence which passed between the firm at home and its representatives here on the subject of immigration. That correspondence will show you that immigration was entered into and carried on for a period extending from March to June in the year 1872, on a verbal understanding between the Agent-General and Messrs. Brogden; at all events, five ships with emigrants were sent out by the Messrs. Brogden, on the understanding that the immigrants sent out would not involve the firm in liability. These five ships sailed before the firm had any knowledge whatever, either by letter or telegram, that Mr. James Brogden, the representative of the firm then in New Zealand, had not succeeded in making terms with the Government for the construction of railways in the Colony. The first letter to which I will refer you is dated 7th March, 1872, from Mr. Alexander Brogden to his brother in New Zealand. That was during the period the negotiations were going on here between Mr. James Brogden and the Government, so that it was not possible that their prospects of success or otherwise could have been known at that time to the firm at home. The extract reads as follows:—"Unfortunately your letter did not convey to us the idea that we had to take up the negotiation with Dr. Featherston, or that there had been such an advance in the negotiation with you as the preparation of a draft agreement. In future, be good enough to send us copies of such drafts, as they instruct us as to the phases and progress of matters. We shall arrange with Dr. Featherston on the basis of our undertaking the liability of the passage money with the Government, much in the same way as proposed in the draft agreement covering ourselves with engagements with the men, and stipulating also that in the 'cost price' of the work there shall be added a sufficient sum to cover losses from defaulting persons. The Government will have to advance the money and be repaid by instalments, and we shall deduct a proportionate part of the weekly wages under our formal engagement with the men, and have also in the prices an allowance for the loss which will probably occur. The item of cost must be settled by you and Henderson, and should be added as the losses occur."

81. *Mr. T. B. Gillies.*] At what date was that letter received in the Colony?—It was received on the 26th of May, 1872. The next letter I will refer to is one dated 4th April, addressed by Mr. Alexander Brogden to Mr. James Brogden.

82. And that letter would be received in June?—It was received also on 26th May, both mails arriving at same time, owing to detention in America. That letter is as follows:—"Mr. Noble has written to you"—Mr. Noble, I may explain, is secretary for the firm at home—"about our efforts and success in the matter of immigration. I will confine myself to state the position of the negotiations. After receiving the copy of the agreement which it was proposed you should enter into, we discussed the question several times with Dr. Featherston, and, as I mentioned in my last letter, he proposed that the Government should pay the passage, and we repay them by instalments, less 25 per cent. to cover loss, which the Government would bear. We have proposed and arranged verbally with the Agent-General that we act upon these terms, keeping a strict ledger account of the

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 Maitauri, 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

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.

"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.

97. I think it appeared from the first letter you read, that Mr. Alexander Brogden told Mr. James Brogden the terms were, that the difference between £10 charged by the Government and the £15 they were charging was to recoup them for any chance of loss. Now I wish to ask you if you are not aware that as soon as Mr. James Brogden received that letter, he perceived difficulties would arise from the position in which the firm was placed for the recovery of these promissory notes, and that difficulties would also arise from the fact of the Government carrying on immigration on different terms, and that he immediately urged upon his firm not to go on with the immigration arrangements?—No; I am not aware of that.

98. *Mr. Macandrew.*] In fixing your prices for works, was there any allowance made for a rise in the rate of wages?—No; excepting the usual allowance for contingencies. The prices for the Dunedin and Clutha and all other lines contracted for at that time were arranged between Mr. Henderson and Mr. Carruthers. A schedule of these prices were afterwards submitted to and received the approval of the Minister, and I have no personal knowledge of any provision having been made for immigration liabilities.

99. *The Chairman.*] Were you present at the interviews which took place between the Colonial Engineer and Ministers when these prices were determined upon?—I was.

100. The interview with the Engineer or the Minister?—Between the Engineer and Mr. Henderson, particularly in regard to the Dunedin and Clutha contract.

101. *Hon. Mr. Fitzherbert.*] What is your position in the firm?—I have charge of the immigration department, and I am deputy representative of the Messrs. Brogden.

102. I will ask you whether you are aware of any extra price, allowance, or concession, or any advantage in price, having been made to the Messrs. Brogden in respect of any probable loss arising from their immigration arrangements?—No; none whatever. The contracts were signed before we had any advices about this immigration contract.

103. Independent of that, you say you are deputy representative of the firm, and that you have charge of the immigration department. In any contracts for works between Messrs. Brogden and the Government, was there any allowance made, any concessions or any extra price whatever allowed in respect of their having undertaken immigration?—No; there was none.

104. Do you know that positively?—I know that positively. I know that there was no provision whatever made for that.

105. *Mr. Curtis.*] Did you not consider the effect of this immigration upon the price of labour; that is to say, in giving in any particular tender you took into account the probable effects of this immigration, either as regards the reducing of existing prices, or of the preventing of a rise upon any large work or undertaking?—When the contracts were drawn up, the price of labour was stated to be 6s. per day. By introducing labour into the country we naturally thought that it would have the effect of keeping down the price to 6s. per day, and that we would be providing sufficient labour for carrying out the public works without materially interfering with any other industry.

106. *Mr. Macandrew.*] You say that the Messrs. Brogden fixed the price of these contracts irrespective altogether of the introduction of labour by this means?—Quite so.

107. In entering into these large contracts, you were prepared to rely upon the ordinary supply of labour in the Colony?—Well, we expected that the Government immigrants sent out would increase the labour supply, and we thought that, rather than disturb native industry, we might get a labour supply from Australia.

108. *Mr. Parker.*] Did your firm base its contract upon nine hours' labour per day when the rate of labour per day was only eight hours?—It will be shown by the correspondence that Mr. Henderson was informed by the Government that the rate of wages was 6s. per day for nine hours' work.

109. *Hon. Mr. Richardson.*] You say that these contracts were arranged at prices based on an impression that the rate of labour was 6s. per day for nine hours' work, and that no contingency in the shape of an increase in the price of labour was allowed for?—That was the rate of wages it was based upon, and there was no provision for increased rates beyond the usual item of contingencies allowed on all railway contracts.

110. *Mr. Macandrew.*] What is meant by the word "contingency"?—It is supposed to cover bad work, or work on bridges that may be washed away, or a rise in the price of labour or in the price of material.

111. *Hon. Mr. Richardson.*] You state that these contracts were based upon a calculation of 6s. per day for nine hours' work?—Yes; these are the figures they were based upon. All the men at Auckland started upon that footing, and it was not until after the arrival of our men in the Colony that it was found out that colonial labour generally was eight hours. The result in the first instance was that strikes took place on several of our works, and the result was that the eight hours' system had to be adopted.

112. *Mr. Parker.*] Then you based your calculations upon information received from the Government?—Yes. From information got by Mr. Henderson from the Government, we were led to believe that the rate was 6s. per day for nine hours' work. In point of fact, these were the hours in Auckland in March, 1872.

113. *Hon. Mr. O'Rorke.*] What were the terms upon which the first immigrants came out?—Messrs. Brogden had no specified agreement between the Agent-General and themselves. The Agent-General paid the passage money up to that time.

114. And the Agent-General holds Messrs. Brogden's promissory notes for the amounts?—Yes; he holds them to the extent of £18,400.

115. You have stated that the last vessel despatched from England was the "Lutterworth," on 23rd December, 1872?—Yes.

116. Are you aware of the Agent-General having made any change in his regulations between the time the contract was entered into and that date as, alleged in your petition?—The terms were reduced to £4 on the 4th December, 1872.

117. Were not these terms made for nominated immigrants?—I am not prepared to say definitely. I know that a great grievance arose in consequence of the Government having sent out immigrants for

£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

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.

146. When these prices were settled, was the rate of wages and the number of hours per day taken into account?—Nothing was absolutely stated as to the rate of wages, although the rates likely to prevail are usually kept in view when such works are to be considered. The prices were settled principally upon the rate paid for other works. I never said anything, and I am pretty sure the contractors never said anything, that would lead to the belief that an increase in the price of labour would lead to any claim for compensation.

147. Were these prices calculated upon the prices then current in the Provinces, or was there any allowance made for the difference likely to arise from the fact of large works being put in the market?—Certain prices were fixed upon, under the supposition that everything would advance in price. Everybody knew that skilled labour, timber, and other things, would rise in price. There was no supposition that unskilled labour would largely increase in price. It was expected that a large immigration, which was expected to go on, would keep it down in price.

148. *Mr. White.*] What were the prices then current?—Seven shillings per day for eight or nine hours' work, according to the season.

149. *Mr. Rolleston.*] In making up these prices, was not the labour question made a condition of the contract?—No, not in any way. There was some talk at the time amongst Ministers about a limiting clause, but I remember perfectly well that I was careful not to bind the Government in any way. I knew perfectly that it was impossible to guarantee wages by fixing any particular rate.

150. *Mr. Macandrew.*] In fixing the prices to be paid in respect to contracts, was there any allowance made for any contingency arising as to the price of the wages?—When you fix the prices of works of this kind, they are made high or low according to the likelihood of an increase or otherwise on existing rates. The prices in this case were fixed high in order to allow of an increase, to some slight extent, upon the then current rates for unskilled labour, and for skilled labour, which would have either to be imported or paid at a higher rate.

151. The prices, then, were fixed at such a rate as to allow of a slight increase in the rate paid for unskilled labour?—Yes.

152. Was there any allowance made, or was it taken into consideration in fixing these prices, that the contractors were about to import labour into the Colony?—No, it was not expected that the contractors would have to import labour, because it was understood at the time that the Government was going to import a great many immigrants into the place, and it was supposed that that importation would be sufficient to keep prices down to prevailing rates.

153. I see by all the contracts that an allowance of 12½ per cent. was made in name of contingencies; what was that allowance intended chiefly to cover?—It would cover superintendence of the works by foremen, and accidents to the works, tools, &c.

154. Was that allowance made outside the 10 per cent., and irrespective altogether of it?—Yes, it would be outside of that.

155. *Mr. Rolleston.*] Is any risk of miscalculation with regard to a rise or fall in the price of labour taken by the contractors in fixing prices for works of this kind?—Certainly.

156. If there should happen to be a rise in the price of labour after the contract has been entered into, would the Government have anything to do with that?—No; certainly not.

157. If a fall took place in the price of labour, would the Government have had any claim whatever against the contractors for a reduction of the contract price?—No; I should not think they would.

158. *Mr. Macandrew.*] Can you say from your own experience of the prices at which contracts have been let to local contractors, whether the prices Messrs. Brogden have received are in excess or the reverse; whether they have been paid over or under the prices paid to other contractors doing similar work?—No; they are certainly not paid under these contractors; but I am not prepared to say that they are paid in excess. I would not give a reply upon that branch of the question at present. I am in course of preparing a statement which will show the matter more fully.

159. *Mr. Rolleston.*] However, you state generally that they are not underpaid?—No; they are not.

160. *Mr. Carrington.*] Were the contracts taken in the impression that there would be ample labour supply in the Colony?—I cannot answer, as it would be stating Mr. Brogden's impressions. I know that I have heard Mr. Henderson frequently express his opinion that the labour question was a very serious one, and one which he looked upon with some alarm. I always looked upon it myself as a serious question, and I still look upon it as a very serious question, as the works are not yet in full operation.

161. *Mr. O'Neill.*] In arranging these prices, did you make any allowance for any loss that might fall to the Messrs. Brogden by the introduction of immigrants?—No.

162. *Hon. Mr. Richardson.*] With regard to the stoppage of works on the Hutt line, Mr. Henderson stated that they were delayed for three months waiting for an alteration in the design, and that he had to take men off and put others on again in consequence of this alteration of design?—I do not think that he has any reason for saying so.

163. *Mr. Carrington.*] Was there no difference made in the case of the contracts given to the Messrs. Brogden regarding contingencies and allowances as compared with contracts given to other parties?—No; contracts have been let to other parties in the same manner as to Messrs. Brogden, but only by public tender. Where the public are allowed to tender for the work, the contractor includes contingencies in the estimated cost. Of course the contingency is provided for whether it be put down as such, or simply included as a first price.

164. *Hon. Mr. Richardson.*] The question is, whether in your dealings with the Messrs. Brogden, you recognized certain allowances which would not have been made to other contractors?—No; certainly not.

165. *Mr. Rolleston.*] In arranging these contracts with Messrs. Brogden, were you in any way authorized to consider the question of the introduction of immigrants, or anything beyond the question of the price such as would have been considered for any other contractor?—No.

166. You were not instructed or authorized to take any question of that kind into consideration?—

No; but I would have certainly taken into consideration the question of a probable rise in the price of labour if no immigration had been going on.

167. Would you have done so for the Brogdens more than you would have done for any one else?—No; certainly not.

168. Did you consider that the contracts entered into with the Government had relation to any other purpose, especially with regard to the introduction of immigrants by the Messrs. Brogden?—No; I expected that whatever arrangement Messrs. Brogden might make would rest upon its own bottom. I knew Government intended to import labour, either through the Messrs. Brogden or in some other way.

169. *The Chairman.*] Was your estimate not made for the guidance and information of Ministers, and in all cases was it not left with Ministers to decide upon the final price to be paid for the contracts?—Yes.

170. Were not the prices given to Brogden in all or nearly all cases in excess of the prices estimated by you?—No, they were not. There was very seldom any difference between the two. They were nearly the same; and, practically speaking, my prices were adopted in all cases. In arranging the Mataura line an error was made by Mr. Brogden, but eventually his amount was brought down so much that the price given came near my figures.

171. In that case there was a very wide difference?—Yes; but in all the others there was no material difference between my figures and the prices accepted.

172. *Mr. Macandrew.*] In other lines pretty much of the same character as that of the Invercargill and Mataura line (the Kingston line, for example), were the prices similar?—Yes.

173. Are you aware of the relative prices of the section of the Winton and Kingston line about to be commenced and the prices given for the Mataura line?—These will be shown by the table appended.

174. *Hon. Mr. Richardson.*] Are you not aware that in every case where the Brogdens have tendered for work an allowance was made, in dealing with their estimate, of 15 per cent. above your estimate, as the cost of the work if let by public competition?—In making up the estimate I always took out what I imagined to be the cost if let in small contracts, and to that sum I added an amount for management, profits, and the risk incurred if taken by sub-contractors. I do not remember whether the amount was 15 per cent.; I think it was more.

175. *Mr. White.*] Do you think it is desirable to let these works in small contracts?—In my opinion, small contracts are far better than large ones. As an engineer, my opinion in that respect is the opinion of a small minority. The majority of engineers, I know, are strongly of the opinion that either a Government or a company should employ nothing but the large contractor; but I am not of that opinion.

176. *The Chairman.*] The great saving would be in the 15 per cent. ?—Yes.

177. *Mr. T. B. Gillies.*] This 15 per cent. that was given to Brogden was the same allowance that would have been made to any other large contractor?—Exactly. The amount, 15 per cent., is not larger than usual under similar circumstances.

178. *Mr. White.*] Presuming that the works had been let in contracts of less magnitude, and that they had been opened to public tender, would this 15 per cent. have been saved?—It depends upon whether the contractors in the country would have been enabled to combine if so large a proportion of the works had not been let to Messrs. Brogden.

TABLE of WORK on the INVERCARGILL and MATAURA, and WINTON and KINGSTON RAILWAYS, with Corresponding Prices. Only such Works are given as are common to both Lines.

Description.	Unit.	Price.		Remarks.
		Invercargill and Mataura.	Winton and Kingston.	
Cuttings, ordinary	£ yards	0 1 5	0 1 6	Includes an expensive bridge over the Mataura, the bridges on the Winton line being very unimportant.
Side cuttings	"	...	0 1 2	
Stream diversions	"	0 1 5	0 1 3	
Ditching	"	0 0 9	0 0 9	
Forming line	chain	0 8 5	0 5 0	
Felling	acre	2 8 6	8 0 0	
Clearing	"	5 12 6	4 0 0	
Grubbing	chain	1 2 6	1 10 0	
Level crossing, 2nd class ... ..	...	24 12 2	12 6 6
" " 3rd class ... ..	...	8 12 8	10 2 6
Timber	C.B.M.	37 10 0	0 15 0	
Piling	lin. feet	0 4 0	0 2 0	
Ironwork	lb.	0 0 6 $\frac{3}{4}$	0 0 7	
Concrete	£ yards	2 5 0	3 0 0	
Coping ... ..	...	...	...
Puddle	£ yards	0 6 9	0 2 0	
Fencing	chain	1 8 2	1 5 0	
Cattle stops ... ..	...	18 0 0	5 10 0
Ballast	£ yards	0 2 3	0 2 3	

The prices on the Invercargill and Mataura Railway are exclusive of management and contractor's profits.

16th September, 1873.

JOHN CARRUTHERS.

WEDNESDAY, 17TH SEPTEMBER, 1873.

The Hon. Mr. RICHARDSON was in attendance, and was examined as follows:—

179. *Mr. Macandrew.*] What works if any did you as Minister of Public Works negotiate for the construction of with Messrs. Brogden?—Two railways were let by me to the Messrs. Brogden, the one Oamaru and Moeraki, and the other Waitara and New Plymouth.

180. In fixing the price to be paid to Messrs. Brogden, was an allowance made to cover the contingency of a rise in the price of labour, or of the contractors being compelled to import labour from beyond sea?—There was an allowance made of 15 per cent. over and above the estimate by the Engineer-in-Chief, as the cost to the Government of these works if let by public competition.

181. Did that 15 per cent. extend over the entire contract, including contingencies?—Yes, including contingencies for the entire contract.

182. *Mr. Rolleston.*] Did the Engineer's estimate of what the cost should be include the question of contractors' profits?—Yes.

183. *Mr. Parker.*] I understand that an additional allowance was made for that?—Yes.

184. Were the Brogdens given to understand that that was intended to cover any loss they might sustain in respect of their immigration operations?—They were not made officially aware what the allowance was made for. From the time I took office, the Brogdens were never made aware what the Engineer's estimate to the Government was.

185. *Mr. Rolleston.*] What was the difference in the course pursued by you and your predecessors in regard to these contracts?—Since I took office the course taken has been that a copy of the plans and specifications were handed to Brogden and Sons in terms of the agreement No. 3, and they were allowed one month to put in an offer for the work. In the meantime the Engineer-in-Chief made his estimate of the value of the work as confidential adviser to the Government. He valued them at the rate the works would be charged if the works were let by public competition. The Government then fixed the percentage which in their opinion was fair to be given to Brogden, after which they were in a position to accept or decline the offer sent in by them.

186. Are you aware, or can you say from your own knowledge, whether or not there was any connection between the prices paid for these contracts—the contracts let to the Messrs. Brogden during the time you were in office—and the proposal made by them for conducting immigration?—None whatever. They supplied themselves with labour from whatever source they could get it. As to the expense of introducing immigrants by that firm, I wish to add, that when each contract was let, an indorsement was made to the effect that the Government was at liberty to deduct the amount of the promissory notes given to the Agent-General for passage-money for immigrants introduced under their contract.

187. You say that they, the Messrs. Brogden, were at liberty to supply themselves with labour from whatever source they could get it. Was there any prohibition made against the employment of Chinese labour?—Not that I am aware of.

188. Since when was that arrangement made about deducting the amounts of promissory notes given to the Agent-General?—About six months ago that first came out from England.

189. *The Chairman.*] When works have been let by public competition, have the contracts entered into been materially under the Engineer's estimate?—In every case but one, and that one was but a trifling case, which occurred down South.

190. Has any claim been made by the Messrs. Brogden, either in writing or verbally, in connection with the contract for any works let to them for special consideration in respect of their immigration operations?—No; certainly not.

191. *Mr. Rolleston.*] Can you explain what is the course pursued in regard to the framing of estimates for railways upon long lengths and small contracts?—The usual course is for the Engineer, in the first instance, to make an estimate of the actual cost, independent altogether of any question as to who may do the work. Then a percentage is fixed by the Government as to what is a fair allowance for contingencies, profits, &c., and this added to actual cost is the amount which guides the Government as to acceptance or otherwise of tenders for work.

192. The only difference here is, that Messrs. Brogden are bound to give the Government opportunity to make an offer for the work without submitting to public tender?—Yes.

193. *Mr. O'Neill.*] In letting contracts to the Messrs. Brogden has there been any difference in the mode of adopting the estimates as between you and your predecessors?—Yes; there has been this difference. Our predecessors allowed the Engineer-in-Chief and Mr. Henderson, as Brogden's Engineer, to endeavour as far as possible to agree upon detailed prices. Since I took office no communication has been allowed to take place between Brogden's Engineer and the Engineer-in-Chief. The latter has been employed by the Government as its confidential adviser.

194. Has there been any marked difference in the prices given by the Engineer-in-Chief between the earlier and later contracts?—Not much. As time has gone on prices have varied, but upon the whole there has not been much difference.

195. Has any consideration been made in these contracts to the Messrs. Brogden for any loss which might fall upon them by the introduction of immigrants. I mean, has any special sum been given, or special allowance made, in regard to immigrants?—No.

J. D. ORMOND, Esq., M.H.R., in attendance, and was examined as follows:—

196. *Mr. Macandrew.*] What works, if any, did you as Minister of Public Works, negotiate for the construction of with Messrs. Brogden?—The negotiations for railways were conducted jointly by myself and Mr. Reeves, when we were both at the seat of Government.

197. *The Chairman.*] What works were so arranged for?—During the time I was in the Ministry the railways in the North Island arranged for were the Auckland–Waikato, and the Napier–Paki Paki. The Picton and Blenheim line had been partly arranged for before either of us took office. It will be better for Mr. Reeves to speak of the railways in the Middle Island.

198. In fixing the price to be paid to Messrs. Brogden, was any allowance made to cover the contingency of a rise in the price of labour or of the contractors being compelled to import labour from beyond the sea?—The contingency of a rise in the price of labour certainly was a consideration of all the contracts, and one which was discussed between Ministers and Messrs. Brogden in settling the contracts made with them. The Brogdens on those occasions always raised the labour question and the risk they ran in respect of it; but the question of importing labour from beyond the seas was never distinctly raised in connection with the contracts.

199. *Mr. Carrington.*] Did the Engineer-in-Chief bear that risk to the Messrs. Brogden in mind—I mean the risk of a probable rise in the price of wages—when he framed his estimates for the works?—I believe he did. Ministers certainly did in settling the contracts.

200. *The Chairman.*] What was the course pursued by you in arranging contracts with Messrs. Brogden?—In the first place, before Mr. Reeves and I took office the Picton and Blenheim line had been arranged for; the Engineer-in-Chief for the Colony and Messrs. Brogden's engineer went over the line, took out quantities and fixed prices, which were then submitted to Ministers. The next line arranged for was the Auckland line, and there the same course was pursued. Upon consideration, Ministers decided that it was not desirable to continue that course. In after arrangements of contracts, the practice was in the first place for the works to be offered to Brogden, who was allowed a month within which to tender. The Engineer-in-Chief submitted to Ministers his list of prices, quantities, &c., which guided Ministers in considering Messrs. Brogden's tender.

201. *Mr. Parker.*] Do you know whether any instruction was given to the Engineer to deal liberally when fixing the prices for Brogden, on account of contingencies arising as regards labour?—No particular instructions were given. No doubt he took that point into consideration when fixing his prices; at all events, he always regarded it as a question of very considerable importance.

202. *Mr. O'Neill.*] Was any special allowance made to the Brogdens for any loss they might sustain by the introduction of immigrants?—In fixing the price of contracts, the two questions were never connected.

Wm. REEVES, Esq., M.H.R., in attendance, and was examined as follows:—

203. *Mr. Macandrew.*] What works, if any, did you, as Minister of Public Works, negotiate for the construction of with Messrs. Brogden?—I negotiated the construction of some, but without reference to my diary I cannot at the present moment say precisely what they were. I was engaged in considering the contracts for several different lines, but so far as I can recollect I had not the sole arrangement of any one contract. In the negotiations for the Invercargill and Mataura line, I was engaged for the best part of a week or ten days in continual correspondence about it. In fact I met Mr. Brogden and Mr. Henderson daily in my office, and yet the actual conclusion of the agreement did not take place until a fortnight afterwards, when I was away from Wellington, so that I could not say absolutely what works I concluded. The arrangements for the agreement spread over three weeks or a month.

204. In fixing the price to be paid to Mr. Brogden, was an allowance made to cover the contingency of a rise in the price of labour, or of the contractors being compelled to import labour from beyond seas?—I only speak of that part of the agreement with which I had to do. The preliminary agreements as to prices were arranged between Mr. Henderson and Mr. Carruthers. The result of their arrangements was then put before Ministers, and Ministers were guided by the Engineer's advice. Whenever a difference arose between the Engineer and the contractors, as was almost always the case, it then became a question for bargain between Ministers and the contractors. In consideration of the settlement of that difference, which was sometimes large, the question of labour was decidedly considered; that is to say, Mr. Brogden urged upon Ministers, as he did repeatedly upon myself, the difficulty they would have to contend with, with the certain prospect of a rise in the price of labour. These considerations I felt bound to take into account, and I invariably treated them with extra liberality on that account. As to the second part of the question, so far as my recollection serves me, the fact of their having to import labour from Great Britain or elsewhere never formed any part of the consideration, never having been brought on the *tapis*.

205. *Mr. Rolleston.*] Whether and to what extent do you think that the liberal terms offered by the Government to intending immigrants in England by the Agent-General operated prejudicially to Messrs. Brogden's arrangements for sending out immigrants?—I can only imagine the result. If Brogden had any great difficulty in obtaining immigrants when the Government was acting under the original regulations, that difficulty must, as a matter of course, have been increased when the Agent-General gave free passages.

206. *Mr. Carrington.*] Would it not also have the effect of greatly increasing the difficulty of recovering money out here? Would it not have the effect of making the men sent out dissatisfied?—In my opinion it would do so.

207. *The Chairman.*] Were the alterations in the terms for introducing Government immigrants made while Messrs. Brogden were fulfilling their contract, and, if so, at what period?—I cannot answer that question until I have had an opportunity for referring to dates. I understand the alterations were not made by the Agent-General until Messrs. Brogden had practically thrown up their contract.

208. *Mr. O'Neill.*] In making contracts for works, was there any special allowance made to the Messrs. Brogden for any loss they might sustain through the introduction of immigrants?—No, I am not aware of any.

MONDAY, 22ND SEPTEMBER, 1873.

The Hon. Mr. O'ROKKE was in attendance, and was examined as follows:—

209. *Mr. Rolleston.*] When did the Government give instructions to the Agent-General to grant

free passages to immigrants in London?—I consider that the instructions sent to the Agent-General by Mr. Waterhouse on the 23rd November, 1872, practically, though not explicitly, authorized the granting of free passages. The Agent-General was then instructed to relieve immigrants of the cost of reaching the port, and also of the cost of bedding and outfit. Mr. Waterhouse stated further:—“I must again impress upon you that the speedy introduction of a suitable class of immigrants is the first consideration; the expense must be regarded of secondary importance, so long as it remains within reasonable limits.” And again with regard to relieving the emigrants of expense, “the ultimate decision as to the course to be adopted must still rest with yourself; but you will understand that the Government desires that you should feel yourself unfettered in the exercise of a wide discretion in pursuance of the ultimate object of a large immediate addition to the population of the Colony.” This has been referred to in the subsequent correspondence as authority to the Agent-General to grant free passages if he thought proper. The Agent-General’s Regulations regarding free passages were issued on the 10th March, and revoked on the 17th of the same month. The Agent-General’s telegram of 5th March was replied to on the 12th April, authorizing the Agent-General to dispense with all charges he thought proper.

210. Was the Government aware of the position in which the Messrs. Brogden’s contracts for immigration stood at the time the Government proposed to grant free passages?—The Government was quite aware of Messrs. Brogden’s application to be relieved from the liabilities connected with their contract when Mr. Waterhouse’s Memorandum of 23rd November, authorizing immigrants to be relieved of certain, if not all, charges, was despatched. Mr. Waterhouse on the same date, 23rd November, referred to Messrs. Brogden’s application to be relieved from their contract liabilities to the Agent-General.

211. Did the Government consider whether or not that action, the granting of free passages, would prejudice the contract with the Messrs. Brogden?—No. It never occurred to the Government that the Brogden contracts would be in any way affected by it.

212. As a matter of fact, do you consider that it did affect these contracts?—No. The Government never considered that they were debarred from granting free passages, if they thought proper, by the immigration contract with the Messrs. Brogden. Even if it were so, any action that could be taken in respect of these instructions, could not be taken until at least three months after Messrs. Brogden had ceased sending out immigrants.

213. *Mr. O’Neill.*] Have the Government ever received any information from the Agent-General relative to a communication received from the Messrs. Brogden, with regard to a settlement of their immigration contracts?—The Agent-General sent out a Despatch by the last mail, to the effect that the Messrs. Brogden had been pressing to have the matter of the liabilities they had incurred under their contract comprised in terms of their letter of the 10th June, 1873.

214. *The Chairman.*] Did the Agent-General make any change in the Immigration Regulations between the time Messrs. Brogden entered into the contract and the time when they practically threw it up?—The contract was entered into with the Messrs. Brogden in June, 1872, and there was no change made in the Agent-General’s Regulations between February, 1872, and March, 1873. The change was made on the 10th of March of that year. Free passages were offered between the 10th and 17th of that month.

215. During the seven days these free passages were offered, to what extent were they taken advantage of?—I only know of one case. I understand that several of Mr. Auld’s immigrants per “*Nicol Fleming*” to Otago came out as free immigrants.

216. Was there any change made with respect to nominated immigrants about the time of Messrs. Brogden’s application to be relieved of their contract liabilities?—Yes. The charges for nominated free immigrants were reduced to £4.

217. What date was that change made?—It was some time between December, 1872, and January, 1873. The regulations came into force on the 15th December, 1872.

218. That alteration was made in the Colony?—Yes.

219. When would the letter containing that alteration get home?—I should say in February, 1873, but I will give the exact date. It is acknowledged in one of the Agent-General’s Despatches.

220. *Mr. Macandrew.*] Is there anything stated in the correspondence which passed between the Agent-General and Brogden, or between the Government and Brogden, to imply that the risk of collecting the immigrants’ promissory notes should devolve on the Government?—Certainly not. The Messrs. Brogden were allowed to charge an extra £5 in order to cover the risk they incurred. I think it is right to state that the charges made as between Government immigrants and the Brogden immigrants was not a charge as between £5 and £15. £5 was the sum which was taken when cash was paid, and £10 bills were virtually taken when cash was not paid. The regulation when cash (£5) was not paid was as follows:—“That a deposit of £1 should be made and a promissory note for £8; £2 and £6, £3 and £4, and £4 and £2. To all intents and purposes, the contributions the Government received for Brogden’s immigrants of £10, were the same as the contributions of ordinary Government immigrants.

APPENDIX.

MEMORANDUM No. 22, 1872, for the AGENT-GENERAL, London.

HEREWITH are forwarded for your information copies of a correspondence (noted in the margin) that has passed between the Messrs. Brogden and the Government, with reference to their immigration contract of the 27th June, 1872. The Government have invited the Messrs. Brogden to place themselves in immediate communication with you, and have promised to favourably consider any suggestion or recommendation you may make on the subject.

G. M. WATERHOUSE,
(in absence of the Hon. the Minister for Immigration).

Immigration Office,
Wellington, New Zealand, 23rd November, 1872.

Mr. J. BROGDEN to the Hon. the MINISTER for IMMIGRATION.

SIR,—

Wellington, 28th October, 1872.

Having reference to our conversation on Saturday last, I have now the honor to submit in writing the proposition which I then made. It is that the Government should at once relieve my firm of all further obligations (if any) under the contract of 27th June, 1872, and that the Government should repay to us all actual outlay incurred by us in connection with that contract, we indorsing to the Government the promissory notes given to us by the immigrants, and undertaking to aid the Government as far as we can in recovering the amounts payable under those notes.

I need not repeat in writing the reasons which I urged why the Government should adopt this course.

Should the Government consent to it, I shall be willing, on the part of my firm, to enter into arrangements with the Government for obtaining emigrants in England; but I think it inexpedient to propose terms for that service, which had perhaps better be discussed after the Government have signified their determination in regard to the matter in the former part of this letter.

This letter is of course without prejudice.

I have, &c.,

JAMES BROGDEN.

The Minister for Immigration, Wellington.

The Hon. G. M. O'ROBKE to Mr. J. BROGDEN.

SIR,—

Lands and Immigration Office, Wellington, 2nd November, 1872.

I have the honor to acknowledge the receipt of your letter of the 28th ultimo, in which you propose that the Government should at once relieve your firm of all further obligations (if any) under the immigration contract of 27th June, 1872, and that you should be repaid the actual outlay incurred in connection with that contract; the promissory notes given by the immigrants being indorsed to the Government, and your firm undertaking to assist in recovering the sums due under those promissory notes.

In reply, I have to express to you the regret of the Government that, after the gravest consideration, they find themselves unable to meet your views so far as to relieve the firm from their liabilities in connection with the conduct of immigration under the agreement referred to; but I may state that, so far as regards modification in the terms of the contract as respects future operations, favourable consideration will be given to any suggestion or recommendation which may be made by the Agent-General, with whom, upon the subject, your firm are invited to place themselves in immediate communication.

I have, &c.,

G. MAURICE O'ROBKE.

J. Brogden, Esq.

Mr. J. BROGDEN to the Hon. the MINISTER for IMMIGRATION.

SIR,—

Wellington, 4th November, 1872.

Having reference to our recent correspondence respecting the immigration arrangements of the 27th June, 1872, I desire especially to put upon record one of the grounds upon which I, at several interviews, urged the Government to relieve my firm from their obligations (if any) under it—namely, that it places the immigrants in a far worse pecuniary position than those who are introduced under the ordinary Immigration Regulations of the Government, whilst it also places my firm in the invidious position of endeavouring to enforce upon such of them as we may be desirous of employing, conditions more unfavourable than those under which we can employ other persons of the same classes.

This letter must, however, not be treated as any recognition on my part of any obligation under the arrangement above referred to.

I have, &c.,

JAMES BROGDEN.

The Hon. the Minister for Immigration.

The AGENT-GENERAL to the Hon. the COLONIAL SECRETARY.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

13th June, 1873.

SIR,—

I have the honor to forward herewith, for the information of the Government, copy of correspondence which I have had with Messrs. Brogden and Sons.

As their letter of the 12th instant was only received by me this morning, it is of course impossible for me to make any comments upon it by the present mail.

I shall feel obliged by you informing me how far the statements made by Messrs. Brogden and Sons are correct.

I have, &c.,

I. E. FEATHERSTON,

Agent-General.

The Hon. the Colonial Secretary, Wellington.

Messrs. BROGDEN and SONS to the AGENT-GENERAL.

SIR,—

5, Queen Square, Westminster, S.W., 15th May, 1873.

In our interview with you on the 10th April last, we understood you to say that you were not then empowered to concede to our claim in reference to the emigration operations we have conducted with you on behalf of the Government of New Zealand.

We have now the honor to enclose an extract from a letter received by the last mail, which reads as follows:—

“ Public Works Office, Wellington, 26th February, 1873.

“ With reference to your remarks relative to emigration, the Government understand that Messrs. Brogden only undertook the sending out of labourers from England to keep

the labour market steady, and to insure their being able to carry out their contracts. The Government do not feel at present in a position to interfere with the arrangements made in London between the Agent-General and your firm, as the question of modification of the terms of the existing agreement has some time since been referred there to be dealt with by the Agent-General and the Messrs. Brogden, more especially as, before this reference is acted on, your Mr. James Brogden will probably have arrived in London.

“ John Henderson, Esq., C.E., Wellington.

“ E. RICHARDSON.”

From that we presume that you have now received the necessary power to make the modifications we asked for, and also in reference to the emigrants we have already despatched to New Zealand, and shall be glad of an early reply to this effect.

We have, &c.,

JOHN BROGDEN AND SONS.

The Hon. I. E. Featherston, Agent-General for New Zealand, &c.

Messrs. BROGDEN and SONS to the AGENT-GENERAL.

SIR,—

5, Queen Square, Westminster, S.W., 26th May, 1873.

We have the honor to draw your attention to our letter of the 15th instant, to which we have not yet received a reply, and shall feel obliged for the favour of same at your earliest convenience.

I have, &c.,

JOHN BROGDEN AND SONS.

The Hon. I. E. Featherston,
Agent-General for New Zealand.

The AGENT-GENERAL to Messrs. BROGDEN and SONS.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
27th May, 1873.

GENTLEMEN,—

I have the honor to acknowledge receipt of your letter of 15th instant, relative to emigration operations in which you have been concerned with the Government of New Zealand.

In reply, I beg to inform you that I have not yet received any communication from the Government, of the kind indicated in the Hon. Mr. Richardson's letter to Mr. Henderson, as quoted by you; but that I shall be happy to forward to the Government any representation you may desire to make on the subject. In the meantime I have the honor to request that you will be pleased to complete your contract without further delay.

Messrs. Brogden and Sons, 5, Queen Square,
Westminster.

I have, &c.,

I. E. FEATHERSTON.

Agent-General.

The AGENT-GENERAL to Messrs. BROGDEN and SONS.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
28th May, 1873.

GENTLEMEN,—

Since writing my letter of yesterday, the only Despatch from the New Zealand Government relating to your emigration contract (which had been mislaid) has been found.

The Despatch is dated the 23rd November, 1872, and covers the correspondence that took place between Mr. James Brogden and the Government in New Zealand, with reference to your emigration contract of the 27th June, 1872.

The Minister for Immigration, in a letter dated the 2nd November, 1872, says, in reply to Mr. James Brogden's letter of the 28th October, 1872, “ I have to express to you the regret of the Government that, after the gravest consideration, they find themselves unable to meet your views so far as to relieve the firm from their liabilities in connection with the conduct of immigration under the agreement referred to; but I may state that, so far as regards modifications in the terms of the contract as respects future operations, favourable consideration will be given to any suggestion or recommendation which may be made by the Agent-General, with whom, upon the subject, your firm are invited to place themselves in immediate communication.”

It will thus be seen that, with regard to the past, my hands are absolutely tied; and that as you have made no proposals for modifications in the terms of the contract as respects future operations, I have no alternative but to call upon you to complete the contract without further delay.

Messrs. John Brogden and Sons, 5, Queen Square,
Westminster.

I have, &c.,

I. E. FEATHERSTON,

Agent-General.

Messrs. BROGDEN and SONS to the AGENT-GENERAL.

SIR,—

5, Queen 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 2nd 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 was 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 emigrants, 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, also, 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 of 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 misfortunes, 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 repayment for their passage money than was required from our emigrants; and although the latter required help in removing from their homes to the ships, 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 these 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 over-reached, and blamed us for what is, in fact, the arrangement forced upon us by you.

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

JOHN BROGDEN AND SONS.

The Hon. I. E. Featherston,
Agent-General for New Zealand.

EXTRACT from Letter from AGENT-GENERAL, dated 10th July, 1873.

"It will be seen that the amount of promissory notes given by emigrants to Messrs. Brogden is £39,874 13s. 4d.; that the sum paid by Messrs. Brogden on account of the emigrants is £11,411 8s. 9d.; and that the Government hold Messrs. Brogden's promissory notes to the amount of £18,240. To meet Messrs. Brogden's debt to the Government, and to reimburse them these advances to the emigrants, a sum of £29,651 8s. 9d. would have to be recovered from the emigrants. If, as I understand, 525 of the emigrants are employed by the Messrs. Brogden, it appears to me that there ought not to be any great difficulty in recovering this amount, especially if the Government co-operated with Messrs. Brogden; but of course the Government are alone able to form a sound opinion on the matter.

I have, &c.,

I. E. FEATHERSTON.

Messrs. BROGDEN and SONS to the AGENT-GENERAL.

SIR,—

5, Queen Square, Westminster, S.W., 10th July, 1873.

In further explanation of our letter of the 12th June last, we have the honor to submit to you a statement showing the total amount of the promissory notes we have taken from the emigrants sent out by us, divided into the respective items of—

	£	s.	d.	£	s.	d.
Passage money account (A)				28,463	5	0
Ship's kit	1,791	15	0			
Outfit, advances for railway fares, dock dues, medical examination	9,619	13	9			
				11,411	8	9
				£39,874	13	9

Against the item A for passage money we have given our promissory notes to you for £18,240, and we have received from the emigrants, according to our last advices, £1,007 18s. 8d.

What we intend to propose to you in the last paragraph of our letter is, that we should be relieved of our promissory notes, and should transfer to the Government of New Zealand all the emigrants' promissory notes for the remaining sums due upon them, to enable the Government to collect the amounts. As the moneys are received they should be applied in reduction *pro rata* of the amount charged for passage money and our advances of £11,411 8s. 9d. respectively.

Under this arrangement we should incur a certain risk of loss from the deficiency of collection, but we are willing to bear this in order to bring the matter to an amicable solution.

You will perceive, without our drawing your attention to it, that if we had been allowed to adopt the system you had in force, of the payment for nominated emigrants in the case of the people sent out by us, we have in fact paid as much as would have been required from us under that system, and it appears that our Mr. James Brogden had that before him when he declined to sign the agreement. And we have only further to remark that immediately on the arrival of the emigrants in the Colony, we took them in charge, and the Government were put to no further expense with regard to them.

We have, &c.,

JOHN BROGDEN AND SONS.

A LETTER FROM NEW ZEALAND.

THE following is a copy of a letter from a young married couple who went out, with a number of other persons from this neighbourhood, in the ship "Jessie Readman," for New Zealand, under engagement to Messrs. Brogden and Son, to be employed on their railway works. We shall be happy to be favoured with a sight of any letter from New Zealand, and to publish extracts from the same if agreeable to the parties who have received them:—

"Wellington, N.Z., 21st December, 1872.

"MY DEAR PARENTS,—I just write you a line to let you know that we are safely landed. We had a pleasant voyage over. It is very hot here to day—it is the longest day. We came into port on the 16th. We got here sooner than any has ever done before. There has been one ship out 130 days and not arrived yet; it lost its mainmast, and it has got in somewhere to have repairs. There was a ship arrived a few days before us. * * * We had one death,—it was a little boy; he was ill before he came. There were five confinements on the ship. * * * We are thankful we had such a good voyage. Beer is the only dear thing here, it is sixpence a pint. We are not able to give you our address yet. I will write again as soon as we are settled. We have heard of some situations, we are expecting to hear from one. There is plenty of work here for any one that likes. George has been to work at six shillings a day and rations found. We shall go to service: they are giving sixty to seventy pounds a year for married people with one child. Servants are so few, single girls get fifteen shillings a week, and all found them. They find everything for married people. I hope you are as well as we are. George says he is very glad he came. We talk about you all at home. Give our love to all. From your dear children,

"GEORGE AND JANE GARRETT."

Addressed to Mrs. James Tyler, Rush-green, Denham, Bucks, Old England.

NEW ZEALAND RAILWAYS.

To Agricultural Labourers.—Messrs. John Brogden and Sons, Contractors, 5, Queen Square, Westminster, are prepared to take out strong healthy men of the above class to New Zealand, to be employed on the public works. A proportion of married men and their families will also be taken. Terms (for those who apply at once) as follows:—

Messrs. Brogden and Sons will pay the whole passage money from London to New Zealand, to be repaid by deductions from the wages in New Zealand, spread over a considerable time. Work will be provided from the day of landing, for at least two years, at wages not less than five shillings per day.

Prices of provisions in New Zealand:—Beef, 3d. to 5d. per lb.; Butter, 6d. to 9d. per lb.; Mutton, 2d. to 3d. per lb.; Potatoes, $\frac{3}{4}$ d. per lb.

Further particulars and forms of application may be had of

NOTICE TO APPLICANTS FOR EMPLOYMENT.

5, Queen Square, Westminster.

THE class of men now required are *bonâ fide* navvies and labourers accustomed to out-door work. In order to prevent unnecessary trouble to applicants, answers must be written opposite to the sub-joined questions, and this slip returned to us before the full form of application can be sent. If the answers to these questions appear satisfactory, the terms upon which we are prepared to make engagements will be forwarded, but no reply will be sent in cases where the applicants are ineligible.

JOHN BROGDEN AND SONS.

Questions to be answered.

Name? Full address? Where born? What is your age? Present occupation? How long so employed? Former occupation (if any)? How long so employed? Married, single, or widower? If married, Christian name and age of wife? Christian names and ages of children (if any)? Males: Ages. Females: Ages.

CONDITIONS under which Messrs. JOHN BROGDEN and SONS (the employers) enter into engagements to employ, in New Zealand, *bonâ fide* Navvies and Labourers (the employed) in the construction of the Government Railways, and also to grant them Assisted Passages to the Colony.

THE employed enter into an agreement with the employers to work for them exclusively for such period as is mentioned below.

2. The rate of wages of the employed are to be agreed on from time to time, or settled by some person to be appointed by the Governor of the Colony of New Zealand, but not to be less than five shillings per day of ten hours.

3. The employers will pay the passage money of the employed to New Zealand.

4. The employed to give the employers promissory notes for their passage money and expenses, payable to the employers or order on demand.

5. The employers to be at liberty to retain from the wages of the employed one-fifth of their amount, or any other portion that may be arranged for, until the promissory notes are paid, and for payment thereof.

6. Until the promissory notes are fully paid, the employed will work for the employers, unless released from this obligation, or unless they shall have so worked, for two years.

7. Whenever the promissory notes are fully paid, the employed are freed from their obligation to work for the employers.

8. The employers will provide the employed with work as navvies or labourers or other like employment in New Zealand, on the terms herein mentioned, for a term of two years, except the right to be so employed has been forfeited by any of the means next mentioned.

9. All rights of the employed to continued work will be, in the option of the employers, forfeited by their incompetency or incapacity, insubordination, neglect or non-performance of duty, intemperance, breach of any law, or other misconduct, and thereupon the unpaid balance of the promissory notes will be payable.

10. The employed are to obey all lawful orders of the employers or their agents, and at the employers' expense to proceed to any parts of New Zealand, as directed, for the purposes of their work.

5, Queen Square, Westminster, S.W.

JOHN BROGDEN AND SONS.

I hereby acknowledge that I understand the above conditions, and agree to fulfil them.

Signature
Address
Date
Witness

NOTICE TO EMIGRANTS.—SHIP'S OUTFIT.

If you are prepared to pay for the government kit (which includes the requisite mattresses, bedclothes, utensils, &c.) at the rate of twenty shillings each adult, the amount should be forwarded to this office by return of post. If you are unable to do so, we will advance the amount for you.

Clothing.

It is expected that each applicant will endeavour to provide himself and family with their clothing. All clothes now in wear will be very useful for the voyage.

If you should require some assistance to enable you to complete your clothing requirements, we will make arrangements for supplying you, when in London, with the deficiency. We cannot undertake to provide emigrants with the whole of their clothing outfit, but are willing to furnish the men with their working clothes and boots, if they should require such aid; and will further assist their wives with a pair of boots and a few yards of flannel, calico, linsey, and print, for themselves and children; but the children's shoes, socks, and exterior clothing must be provided by the parents. You must not expect a large supply of clothing from us, especially as interest will be chargeable on your account, and we wish to reduce the amount of your liability as much as possible.

List of Articles wanted in addition to those which you can provide. (Fill in the number opposite each Article.)

FOR MEN [Please state your height and width of chest all round]—6 shirts, coloured twill; 2 under flannels; 6 pairs of stockings; 2 blue guernseys; 1 pair of shoes, water-tight [State the size or length in inches of boots now in wear]; 1 reefer coat; 2 mole waistcoats; 2 mole trowsers; 4 white duck slops [State the measurement in inches of your trowsers band all round the top of your trowsers].

FOR WOMEN.—6 chemises; 1 flannel petticoat; 6 pairs of stockings, size No. ; 2 pairs strong shoes [Name the size or the length in inches of boots now in wear]; 12 yards of grey linsey for gown; 9 yards of print for gown; 4 yards of glazed lining; 4 yards of unbleached calico; 16 yards of white calico; 6 yards of flannel. [Do you wish, in addition to the above, for our married women's parcel, containing 12 yards linsey, 9 yards print, 3 yards lining, 1 yard skirt lining, 4 reels of cotton, 3 packets of needles, buttons, hooks and eyes, pins, thimbles, &c., &c.]

Railway Fare to London.

It would save us considerable time and trouble if each emigrant would contrive to pay the railway fare to London. If you are unable to do so, send us the following information, that we may arrange for payment:—

Name of Railway Station (Departure).

Name of Station Master.

Price of Third-class Ticket to London.

Number of Tickets required.

5, Queen Square, Westminster, S.W.

JOHN BROGDEN AND SONS.

Messrs. John Brogden and Sons, Westminster, S.W.

Gentlemen,—If you will furnish me with the above, in addition to my passage money, and will also pay for my medical examination, dock dues on my luggage, cartage, portorage, and all other incidental expenses in London up to embarkation, I will give you a promissory note for the amount, with five per cent. interest added thereto; and I hereby engage to work for you, on your New Zealand railway works, until the said promissory note is fully paid. I also hereby agree to sign an undertaking, that if I fail to embark as agreed, I will repay you one-half of the passage money, together with any other expenses which have been incurred on my behalf.

Signature

Address

Date

Signature of Witness

Address of Witness

CONDITIONS under which Messrs. JOHN BROGDEN AND SONS (the employers) are prepared to enter into engagements to employ, in New Zealand, *bonâ fide* Navvies and Labourers (the employed) in the construction of the Government Railways, and also to grant them Assisted Passages to the Colony.

THE employed enter into an agreement with the employers to work for them exclusively for such period as is mentioned below.

2. The rate of wages of the employed are to be agreed on from time to time, or settled by some person to be appointed by the Governor of the Colony of New Zealand, but not to be less than five shillings per day of ten hours.

3. The employers will pay the passage money of the employed to New Zealand.

4. The employed to give the employers promissory notes for their passage money and expenses, payable to the employers or order on demand.

5. The employers to be at liberty to retain from the wages of the employed one-fifth of their amount, or any other portion that may be arranged for, until the promissory notes are paid, and for payment thereof.

6. Until the promissory notes are fully paid, the employed will work for the employers, unless released from this obligation, or unless they shall have worked, for two years.

7. Whenever the promissory notes are fully paid, the employed are freed from their obligation to work for the employers.

8. The employers will provide the employed with work as navvies or labourers or other like employment in New Zealand, on the terms herein mentioned, for a term of two years, except the right to be so employed has been forfeited by any of the means next mentioned.

9. All rights of the employed to continue work will be, in the option of the employers, forfeited by their incompetency or incapacity, insubordination, neglect or non-performance of duty, intemperance, breach of any law, or other misconduct, and thereupon the unpaid balance of the promissory notes will be payable.

10. The employed are to obey all lawful orders of the employers or their agents, and at the employers' expense to proceed to any parts of New Zealand, as directed, for the purposes of their work.

11. The applicant will receive notice that he has been approved of. He will then forthwith receive a "Contract Ticket," naming the ship in which he is to sail, and the time and place at which he is to embark.

12. The filling up the accompanying "Form of Application" does not, nor does even the signature of the "Certificate," entitle the applicant to an engagement; and he is warned against leaving his employment, or making any preparation for emigrating, before he has received his "Contract Ticket." Replies are not sent when applicants are ineligible.

13. The employed must pay all their own expenses to the port, and up to the period of embarkation.

14. If any false statement or false signature shall be found in the form of application or the certificates, or if the applicant shall fail to embark at the time and place required: or if, upon appearing at the place of embarkation, any applicant shall be found to have any infectious disorder, or any bodily or mental defect, contrary to the statement in the application, such applicant will not be allowed to embark.

Note.—These conditions are intended to apply only for a short time, and are subject to modification unless immediately accepted.

Ship's Regulations.

15. *Provisions, &c.*—Provisions, medical attendance, cooking, and cooking utensils are supplied on board without charge to the employed.

The following is the dietary scale for each adult per week. Women receive same rations as men; children between one and twelve years of age, one-half:—

Preserved Meats.	Beef.	Pork.	Biscuit.	Flour or Bread.	Rice or Oatmeal.	Peas.	Sugar.	Lime Juice.	Tea.	Coffee.
lb. 1	lb. 1½	lb. 1	lbs. ozs. 3 8	lbs. 3	lb. ozs. 1 8	pint. ½	lb. 1	ozs. 6	oz. 1½	ozs. 2
Butter.	Raisins.	Suet.	Pickles.	Molasses.	Mustard.	Pepper.	Salt.	Potatoes.		Water.
								Fresh or Preserved.		
ozs. 6	lb. ½	ozs. 6	pint. ¼	lb. ½	oz. ½	oz. ¼	ozs. 2	lbs. 2	lb. ½	qts. 21

Children between one and four years of age to receive preserved meat instead of salt meat every day, and in addition to the articles to which they are entitled by the above-written scale, a quarter of a pint of preserved milk daily, and 8 ozs. of arrowroot or sago weekly. Children under one year 3 pints of water daily: and if above four months old, a quarter of a pint of preserved milk daily, and 3 ozs. of preserved soup, 12 ozs. biscuit, 4 ozs. oatmeal, 4 ozs. sago or arrowroot, 8 ozs. flour, 4 ozs. rice, and 10 ozs. sugar weekly.

16. No one will be allowed to embark with a less quantity of clothing for each person than,—

For Males.—6 shirts, 6 pairs of stockings, 2 warm flannel or Guernsey shirts, 2 pairs of new shoes, 2 complete suits of strong exterior clothing.

For Females.—6 chemises, 2 warm and strong flannel petticoats, 6 pairs of stockings, 2 pairs of strong shoes, 2 strong gowns, one of which must be warm.

For Children.—7 shirts or chemises, 4 warm flannel waistcoats, 1 warm cloak or outside coat, 6 pairs of stockings, 2 pairs of strong shoes, 2 complete suits of exterior clothing.

17. *Outfit, &c.*—The requisite mattresses, bed-clothes, soap, and utensils will be provided by the Government at the following rates, which sums must be paid by the employed before they can receive their contract tickets, viz.:—For single women, 20s. each; single men, 20s. each; married couples and children, 20s. each adult.

18. The employed will be divided into three classes, and berthed in three separate compartments in the ship: 1st. Single men, that is,—all unmarried males above twelve years of age; 2nd. Married couples, with children under 12 years; 3rd. Single women, that is,—all unmarried females above twelve years.

The single women will be placed under the superintendence of a matron.

19. *Luggage, &c.*—All luggage should be distinctly marked in paint with the name of the passenger and the ship; and boxes containing articles which will be required on the voyage should have the word "Wanted" written conspicuously upon them. The whole quantity of luggage for each adult, allowed free of charge, is 10 cubic feet measurement, and this may be either brought on board by the employed on the day of embarkation, or forwarded to the docks previously. Luggage in excess of this quantity will be chargeable with freight at a rate not exceeding 1s. per cubic foot. Notice of the number and sizes of the packages containing such extra luggage should be sent to the shipping agents at least five days before the day of embarkation. The employed must present themselves at the ship on the day named for embarkation on the contract ticket. As all boxes are put into the hold of the ship, and those marked "Wanted" can be got at about once a month during the voyage, the employed should keep a supply of linen for immediate use in a canvas bag, which he can keep in his berth.

5, Queen Square, Westminster, London, S.W.,

JOHN BROGDEN AND SONS.

March, 1872.

N.B.—No notice will be taken of any application, nor will any answer be returned to any inquiries, until the "Form of Application" is returned to this office, properly filled up and signed. Special arrangements will be made in the case of married couples and children.

CONDITIONS under which Messrs. JOHN BROGDEN and SONS (the employers) are prepared to enter into engagements to employ, in New Zealand, *bonâ fide* NAVVIES and LABOURERS (the employed) in the construction of the Government Railways, and also to grant them Assisted Passages to the Colony.

THE employed enter into an agreement with the employers to work for them exclusively for such period as is mentioned below.

2. The rate of wages of the employed are to be agreed on from time to time, or settled by some person to be appointed by the Governor of the Colony of New Zealand, but not to be less than five shillings per day of ten hours.

3. The employers will pay the passage money of the employed to New Zealand.

4. The employed to give the employers promissory notes for their passage money and expenses, payable to the employers or order on demand.

5. The employers to be at liberty to retain from the wages of the employed one-fifth of their amount, or any other portion that may be arranged for, until the promissory notes are paid, and for payment thereof.

6. Until the promissory notes are fully paid, the employed will work for the employers (unless released from this obligation, or unless they shall have so worked) for two years.

7. Whenever the promissory notes are fully paid, the employed are freed from their obligation to work for the employers.

8. The employers will provide the employed with work as navvies or labourers or other like employment in New Zealand, on the terms herein mentioned, for a term of two years, except the right to be so employed has been forfeited by any of the means next mentioned.

9. All rights of the employed to continued work will be, in the option of the employers, forfeited by their incompetency or incapacity, insubordination, neglect or non-performance of duty, intemperance, breach of any law, or other misconduct, and thereupon the unpaid balance of the promissory notes will be payable.

10. The employed are to obey all lawful orders of the employers or their agents, and at the employers' expense to proceed to any parts of New Zealand, as directed, for the purposes of their work.

I hereby acknowledge that I understand the above conditions, and agree to fulfil them, and to sail for New Zealand on or after the day of

Signature

Address

Date

Medical Certificate.

I hereby certify that I have examined the above-named applicant [and his wife and children]; that to the best of my knowledge and belief, he [she, they] are in good health, and free from any bodily or mental defect likely to impair his [her, their] efficiency as labourers. I also certify that he [she, they] have all had the small-pox, or been vaccinated, and is [are] entirely free from any disorder usually considered infectious or contagious.

(To be signed by a Physician or Surgeon.)

Address and date.

N.B.—Special arrangements will be made in the case of married couples and children.

Supplied by John Brogden and Sons, 5, Queen Square, Westminster, S.W., to Uxbridge.

Ship's outfit, £1; railway fare and expenses, ; passage, £15; medical examination, 2s. 6d.

Men's clothing, viz.:— shirts, coloured twill, at 3s. 6d.; shirts, coloured flannel, at 6s. 6d.; under flannels, at 3s. 6d.; pairs of stockings, at 2s.; blue Guernseys, at 7s. 6d.; pair of shoes, water-tight, at 20s.; pair shoes, balmoral, at 18s.; reefer coat, at 16s. 6d.; mole waist-waistcoat, at 13s.; mole trousers, at 12s. 6d.; white duck slops, at 4s.; canvas bag, 1s. 6d. Total,

Women's clothing, viz.:— chemises, at 2s. 6d.; flannel petticoats, at 6s.; pairs of stockings, size No. , at 1s.; strong shoes, at 7s. 6d.; yards of grey linsey for gown, at 1s.; yards of print, at 8d.; yards of glazed lining, at 4d.; yards of unbleached calico, at 4½d.; yards of white calico, at 7d.; yards of white flannel, at ; yards of red flannel, at 1s. 6d. Married women's parcel, containing 6 reels of cotton, 3 packets of needles, buttons, hooks and eyes, pins, thimbles, tape, hair pins, &c., at 2s. 6d.; canvas bag, at 1s. 6d.

Incidental expenses, viz., fare to docks, cartage of luggage, portorage, dock dues, shipping expenses, &c., . Cash on board, . Interest, one year, from 12th November, 1872, and stamps, £ .

£ s. d. sterling.

London, 12th November, 1872.

On demand I promise to pay to Messrs. John Brogden and Sons, or order, the sum of

£ s. d., for value received.

Witness

Signature

FREE PASSAGES.

I CONSIDER that the instructions sent to the Agent-General by Mr. Waterhouse on the 23rd November, 1872, practically though not explicitly authorized the granting of free passages. The Agent-General was then instructed to relieve immigrants of the cost of reaching the port, and also the cost of bedding and of outfit. Mr. Waterhouse states further, "I must again impress upon you that the speedy introduction of a suitable body of immigrants is the first consideration: the expense must be regarded of secondary importance, so long as it remains within reasonable limits." And again with regard to relieving the emigrants of expense, "The ultimate decision as to the course to be adopted must still rest with yourself; but you will understand that the Government desires that you should feel yourself

unfettered in the exercise of a wise discretion in pursuance of the ultimate object of a large and immediate addition to the population of the Colony." The regulations granting free passages were issued on the 10th March, and revoked on the 17th of the same month. The Agent-General's telegram of 5th March was replied to on the 12th April, authorizing Agent-General to dispense with all charges he thought proper.

BROGDEN'S CONTRACT.

THE Government were quite aware of Messrs. Brogden's application to be relieved from the liability connected with their contract, when Mr. Waterhouse's Memorandum of 23rd November, authorizing immigrants to be relieved of certain if not all charges, was despatched. Mr. Waterhouse on the same date, 23rd November, referred Messrs. Brogden's application to be released from their contract liabilities, to the Agent-General.

By Authority: GEORGE DIBSBURY, Government Printer, Wellington.—1873.

[Price 1s. 3d.]

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