

they found quite correct. The letter then states, "As all our disposable ships will be employed in the present year under the existing contract with the New Zealand Government, we could not take the present in hand before the other were completed, unless we chartered strange ships—a measure we should not resort to after the experience with the 'Alardus,' unless compelled by circumstances beyond our control. In the first paragraph the word 'within' would therefore have to be altered to 'after,' meaning thereby after eighteen months from the date of the substituted Queensland contract." This alteration Dr. Featherston refused to consent to, and insisted upon the Queensland contract being completed within eighteen months from its date, and so the agreement was executed.

Writing under date of the 22nd January, 1875, to the Hon. the Minister for Immigration, Dr. Featherston states that about 400 then remained to be carried under the Knorr contract, which he hoped to be able to despatch with those under the transferred Queensland contract in the course of that year, should Mr. Sloman be able to provide the requisite tonnage; and adds, "I shall then proceed to carry into operation the agreement which I have entered into for the despatch of the 4,000, which Mr. Kirchner has undertaken to select." In this despatch he forwarded a copy of the agreement with Messrs. Sloman and Co. for carrying out the transferred Queensland contract, which he said was then about to come into operation, of his letter appointing Mr. Kirchner his principal Agent on the Continent to superintend the fulfilling of that contract, and of the one with Messrs. Knorr, "pending the conclusion of the contract which it is agreed shall be afterwards entered into for the 4,000 above specified."

The exact number of emigrants carried in the year 1874 appears from the report of Mr. Kirchner, under date 31st January, 1874 (evidently a mistake for 1875), in which he states that during the year four vessels had been despatched from Hamburg under the first contract with Messrs. Louis Knorr and Co., and that after the shipment of 453 adults remaining from that contract "the second agreement for 1611 (1615) adults will come into operation. These emigrants have to be selected under my control, and I intend then to re-organize the old agencies, and to establish new ones. I trust that I shall then be able to complete the two first contracts in the course of this year by the despatch of eight vessels."

This expectation of Mr. Kirchner was not realized, for on the 14th November, 1875, when the time for the completion of the Queensland contract expired, emigrants equal to 441½ statute adults (irrespective of those which it appeared had been selected, but did not depart until the month of December) remained to be selected and to be forwarded.

In Dr. Featherston's despatch of the 17th May, 1876, above referred to, he says, "When Mr. Sloman made default in the Queensland contract, I gave him notice at the end of December that I could not extend the period of its completion—that it had in fact lapsed, and therefore that the other agreement (meaning that for the 4,000 emigrants) contingent upon the completion of that contract had never come into force. . . . There being absolutely no contract at the end of the year between the Government of New Zealand and Mr. Sloman, I could after that date only consent to charter vessels from him on special agreement quite outside the Queensland contract. Mr. Kirchner had been previously instructed not to charter any vessels. . . . Mr. Kirchner, again, his agreement (as to the 4,000), owing to the non-fulfilment of the contract, not having come into existence, has no claim to have any emigrants sent out under it. . . . I was under no obligation to Mr. Sloman by reason of the non-fulfilment of his agreement with me."

In a letter which Dr. Featherston wrote to Mr. Sloman on the 20th March, 1876, he states, "As you have failed to complete the Queensland contract within the stipulated time, I decline, as already notified, to extend the period for its completion; but as the proposed arrangements and agreements were contingent upon the due fulfilment of the Queensland contract, I cannot and do not recognize the existence at present of any agreement between either you and the New Zealand Government, or between the latter and Mr. Kirchner."

Instead of replying to this letter, Mr. Sloman came to London, and on the 25th March saw Dr. Featherston, who, in his memorandum of what passed at the interview, states that Mr. Sloman "urged me to make some proposal by way of compromise; that, as he had broken the Queensland contract, there was no agreement between him and Mr. Kirchner on the one part and the New Zealand Government on the other."

There can be no doubt that Dr. Featherston regarded both the contracts with Mr. Kirchner and Messrs. Sloman and Co. as to the 4,000 to be absolutely dependent on the Queensland contract being fulfilled in due time, and his positive statements on this point do not appear to have been specifically challenged either by Mr. Kirchner or by Messrs. Sloman and Co., although in the letter which Messrs. Sloman and Co. wrote to Dr. Featherston, after the interview he had had with them, which letter was evidently prepared in consultation with their legal advisers, they threaten proceedings for a breach of that contract, and the action afterwards brought by them is for damages for the breach of that contract and of the Queensland contract.

There does not appear upon these documents themselves anything which would support this view of Dr. Featherston in a Court of law, but this position seems to have been contemplated by all parties previously to the arrangements being entered into, for in an early letter written by Mr. Kirchner to Mr. Sloman, under date of the 10th December, 1873, he says, "It appeared to him (Dr. Featherston), as also to myself, impossible to enter into a new agreement such as is proposed (namely, as to the 4,000)" until the existing contract with the Queensland Government is either "completed or brought to a conclusion." It is clear, moreover, that it was contemplated that the contracts should be successively performed, for by the terms of Mr. Kirchner's letter of appointment of the 12th March, 1874, the engagement as to the 4,000 was after the expiration of "the above two agreements"—namely, the Knorr and transferred Queensland contracts.

The quotation also made from Dr. Featherston's despatch of the 22nd January, 1875, shows that he contemplated the contract for the 4,000 was to be entered into or come into force "after the conclusion of the transferred Queensland contract." The extract above given from Mr. Kirchner's report of the 31st January, 1875, confirms this. "After the shipment of the 453 adults" remaining from the above contract (the Louis Knorr), the second agreement for 1,611 (1,615) will come