

122. And in the present petition you allege you were wronged by the abolition of imprisonment for debt?—Yes.

123. How do you reconcile that?—Is it necessary for me to reconcile all anomalies? If a man was free he was able to earn 6s. or 7s. a day, and the fact of a man being kept in gaol at a cost of 10s. a week would not be a strong inducement to remain there.

124. But Mr. Henderson complained that the imprisonment was useless, and you complain of its abolition?—The liability to imprisonment was to a great extent a deterrent. We had no knowledge at Home that the practice here differed so materially. At Home if a man was imprisoned for debt it was not at the cost of the creditor.

*Mr. Travers*: And imprisonment here extinguished the right to distrain at the rate of so much per month, and that is not so at Home.

*Mr. Bell*: It does not extinguish the debt.

*Mr. Travers*: No; but it extinguishes the liability to a fresh imprisonment.

125. *Mr. Bell*.] All the expenses except for transhipment were actually repaid?—No, not all.

126. Has the claim for expenses of landing, &c., ever been rendered before?—Yes, years ago.

127. Can you state the amount you have actually received. I have a statement that it is about £1,106?—I think our figures very nearly agree.

128. These moneys were repaid you for landing and medical comforts for your immigrants?—Yes.

129. The expenses which have been refused, except this small part of your outstanding claim, are expenses of transhipment?—The largest part; the rest is for medical attendance and other things.

130. About £300 you still claim for these?—Yes.

131. And you have received £1,100?—Yes.

132. I should like to ask this: Was not the real difficulty, in recovering on the notes, that you could not prove the signatures?—That was not the principal difficulty. In many cases there was that difficulty. The principal difficulty was in finding the men. The men, finding that they had to pay us a large sum of money, left our employment, and could not be found so as to be served with notice.

133. But the difficulty about the signatures of course was known to your solicitors in England?—Certainly. It was suggested at first to get the men to re-sign here, and we did send out some notes to sign, but the men were certain to be very unwilling to sign here. After that, we sent out in other ships some agent who had witnessed the signatures.

134. When you entered into the agreement of June, 1872, was the Government charging its immigrants £15?—No; £10 on promissory note, or £5 cash.

135. So, if your immigrants had to pay £15 in the colony at that time, they were in a less beneficial position: they had to pay £5 more if they met their engagements?—Yes.

136. You were aware of that difference when you entered into the contract?—Yes; but we were not allowed to send out under £5 cash, or £10 promissory note, and Dr. Featherston would not be bound by the agreement for more than a week; but held himself free to give notice at any time, and stated that he should make the terms more onerous to other applicants.

137. I understand you to say that Dr. Featherston stated that the Government terms would be made more onerous?—Yes; Dr. Featherston said and wrote that the terms on which the emigration was then conducted were too favourable.

138. You had the opportunity in England of judging what the effect upon your immigrants would be of finding that they had to pay more on landing than Government immigrants?—If the difference was a question of £10 and £15 that is one thing, but a difference between £5 and £15 is a different thing, and would create a very different impression on the minds of the immigrants. These people were very poor, and could not provide the kits the Government insisted on their being provided with before they would accept them as suitable, and we had to provide that for them. We should not otherwise have got them in time. We considered that, by giving them the advantage of enabling them to come, the difference between £10 and £15 was not so serious an obstacle.

139. You had the opportunity to consider this, and did?—Yes.

140. And you were not less competent than any other person in London to consider that?—No.

141. There was no compulsion on you to enter into that agreement?—No. It was an extremely foolish agreement to enter into.

142. You went into it with your eyes open, and you knew of this difference between the £5 and the £10?—Yes.

143. *The Chairman*.] I should like to hear from you why you undertook the duty of bringing these people out to the colony?—The reason was that we were under contract with the Government for works to the extent of £500,000, and we had negotiated a contract (which was not subsequently affirmed) for a much larger sum. It was then contemplated to give us work to the extent of £1,000,000, and naturally we knew the labour market was a very important question in reference to the carrying-out of any public works, and to have a certain control over these people would be of very great moment in keeping the price of labour down to a moderate amount. That is the reason which induced us to consider it at all.

144. Before any agreement was come to, you undertook to send out immigrants with the Agent-General?—There was an agreement of the 18th December, 1871, which bound the Government to give works to the extent of £700,000, or else fall back on No. 2 contract. There was an agreement absolutely existing for the execution of works in December, 1871. That was the groundwork of our entertaining the idea of going into immigration at all.

145. Before the contract of the 27th June, 1872, was signed you appear to have sent out people to the colony. Was that of your own motion, or under some verbal agreement?—As I said, we should have sent out 500 or 600 people to carry on the works we had in hand. Government were to give us these works.

146. But those sent out before the contract, was that done because a member of your firm here suggested it, or done of your own motion in England?—We understood there was a great scarcity of men. We had been advised by the Agent-General, and also by despatches we had received from here, that, if we made any great demands on the labour market, we should disturb it.

147. Then, this was not the result of any agreement between yourselves and the Agent-General?—When we knew we had got contracts approaching £1,000,000 we always intended to send out 500