

Brogden, at which the Hon. Mr. Hall was present. Mr. Hall, in the discussion, detailed fully the negotiations which had taken place in the colony between the Government and Mr. James Brogden. Messrs. Brogden repeated the statements made in their letter of the 12th June, which was forwarded to you on that day, and contended that they had been deceived both by the Government and myself: that, owing to the delay of the Government in giving them contracts, they had no work to give the emigrants on their arrival; that many of them consequently left their service; and that I had led them to believe that there would be little or no difficulty in obtaining payments of the promissory notes given to them by the emigrants; whereas their agents in the colony had informed them that only a very trifling amount could be recovered. Under these circumstances they maintained that they were entitled to be reimbursed by the Government for the whole of their outlay on emigration. It was pointed out to them that Mr. James Brogden had commenced the negotiations in the colony, and had been on the point of signing a contract, when at the last moment he declined on the ground that he preferred that the terms of the contract should be arranged between his brothers and myself. That in order that they might be secured against loss, I agreed that they should take a promissory note for £15 from each adult, they giving to the Government the promissory note of £10 per adult. That this allowance of 33 per cent. might be deemed ample to secure them against loss, especially as these emigrants went out under engagement with them, and on the distinct understanding that a certain amount should be deducted each week from their wages towards payment of their promissory notes. That the emigrants, consisting principally of navvies, were required for the public works they were contracting for, and were not such as the Government would have selected. That the vast majority of them were single men, who, under the regulations, if they had gone out as Government emigrants, would have been obliged to pay at least £4 in cash towards the cost of their passages, &c. This discussion, which lasted two hours, ended without any arrangement which I could recommend for adoption by the Government being proposed by them. I am free, however, to admit that, if there is any probability of Messrs. Brogden losing nearly the whole of their advances from causes not in any way of their own creating, it is not unreasonable for them to expect some concession on the part of the Government. It will be seen that the amount of the promissory notes given by the emigrants to Messrs. Brogden is £39,874 18s. 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, Agent-General.—The Hon. the Colonial Secretary, Wellington, New Zealand."

166. *The Chairman.*] You have stated that you were not informed of many of the circumstances in regard to the difficulty of collecting these promissory notes. Do you make that statement after reading this letter of the 25th November, 1871, written by your brother in the colony, with respect to former difficulties in collecting these moneys?—We were informed that the former difficulties in recovering were through the form of promissory note not being a good one—one that could not be enforced; and we had to take special care as to the form, so as to make sure of the recovery of the money

167 Then you state that Dr. Featherston saying the power of recovery under these notes was ample, was to a certain extent misrepresenting the case?—I should be very sorry to say Dr. Featherston would misrepresent anything. I think, perhaps, he was too sanguine, because, when we were discussing that question, he said we should not have any difficulty with these men, because we were their employers, and that would be quite different from the province bringing in immigrants.

168. I do not say there was intentional misrepresentation, but that there was misrepresentation in effect?—It misled us, no doubt.

169. You have stated the Government did not provide work for the men in accordance with the terms of agreement between yourself and the Government on their arrival?—Yes. The Agent-General had not power to commit the Government absolutely to give us works—it was not within his powers; but the two things were bound together. These men were for the purpose of carrying out works. At the time of the early negotiations we had no contract at all except some temporary work at Auckland. We were absolutely sending out ships in anticipation of contracts to be made. With reference to the "Jessie Readman," these men in her arrived just as we had arranged for the construction of the Upper Hutt line. Everything had been settled except that Government wished to alter the general conditions in one respect, and to make us responsible for the designs of the Engineer. Those men disappeared wholly because we had no work for them to go upon.

170. There was no written agreement between yourselves and the Government that these men were to be employed?—No; but the whole object of the immigration was to carry out works. The despatches show the greatest anxiety that immigrants should be sent over with all possible speed.

171. What is the total amount of your claim upon the Government?—The statement is put in.

172. Yes, but I wish to have it in evidence.—£20,739 15s. 10d. on account of promissory notes and interest, plus £767 9s. 6d. for transshipment charges, but minus £1,040 received from immigrants.

173. That is to be deducted from this £20,739?—Yes; and we are quite free to admit to the extent of the 500 or 600 people we were going to send out. We do not wish to prefer any claim to that extent, because we should have done that in any instance.

174. That is to be deducted also?—Yes; £3,000.

175. And that leaves a balance of £17,467 5s. 4d.?—Yes.

176. Then your net claim is £17,467 5s. 4d.?—Yes.

177 *Hon. Mr. Richardson.*] There was a good deal of evidence on the question before that Committee of 1873. Mr. Reeves, who was Chairman of that Committee, was the gentleman who had the negotiation of the contracts with Mr. James Brogden?—Yes.

178. Mr. Henderson was your agent then, and was here in connection with your brother?—Yes.

179. I should like to call the Committee's attention—perhaps I had better read some questions,