

contract, but going for damages against a number of immigrants whom you have been obliged to find even in clothing would be a very unprofitable business.

291. So that practically you had no means of enforcing those engagements?—No.

WEDNESDAY, 20TH JULY, 1881.

Mr. JAMES BILLING, examined.

292. *Mr. Cave.*] You came to New Zealand in the year 1872 on behalf of Messrs. Brogden, and took charge of the immigration department, I think?—I did.

293. Will you state to the Committee, as shortly as you can, the difficulties you had to contend with in recovering the amounts of the promissory notes from the men, stating first the difficulties raised by the men, and the grounds on which they refused payment?—I may commence with the first vessel, the “*Schiehallion*,” which arrived about the 9th July, 1872. There was no work for the men at that time, as no contracts had been entered into. We had no work in Wellington. The men were kept on board the vessel three or four days, and by that time the Picton and Blenheim contract was arranged for.

294. There was no work in Wellington, but you had the Picton and Blenheim contract?—Yes; so we shipped the men over there, but, previous to their going, there was considerable agitation amongst them, owing to men from the shore interviewing them regarding the rate of wages that was to be paid. A deputation from our men came on shore, and had an interview with Mr. Henderson and myself, and we arranged to give them the ruling rate of wages at Picton. They then went over there.

295. Did they continue working for the firm for any length of time?—No, they gradually dropped off. Not more than 25 per cent. of those who went over stayed with us, and we had to fill the places of those who left with local labour. Our men who left went to work for farmers and others, to the gold-diggings there, and other employments. Some of them objected to pay on account of the large amount of the promissory notes, refusing to have deductions made from their weekly wages.

296. Can you speak as to the men by the “*Halcione*”?—Yes, they landed in Wellington. At that time the Wellington and Hutt contract was just starting, and these men were put on to work there.

297. Sixty-two men came in that ship?—Yes; we lost them all except about ten or twelve. They left and went to other employments.

298. Was that the case with all the ships?—With certain ships the percentage of those who left us was considerably greater than with others: for instance, the ships that went South. The “*Bebington*” arrived here when the works on the Wellington and Hutt line were suspended on account of alterations in the plans being made by the Government Engineer. Those men were sent some to the Bluff and some to Picton. The “*Lady Jocelyn*,” another ship, arrived at Canterbury and, there being no work for our men in that province, they were sent on to the Bluff. The “*Forfarshire*” arrived in March, 1873. The Wellington and Hutt contract was well in hand then, so we sent them off to Oamaru, where we had a contract. The “*Lutterworth*,” another vessel, arrived at Dunedin early in April, 1873. She was the last for us. At the time she arrived we had landed over 600 adults in Dunedin, and, as we had no work for the “*Lutterworth’s*” men there, they were shipped off to Oamaru.

299. And the “*Jessie Readman*”?—She arrived on the 15th December, 1872. Just about the time she arrived we were in negotiation for the Upper Hutt contract, which we did not succeed in getting, as the Government insisted on the withdrawal of certain parts of the conditions which protected us from loss if the designs were imperfect or faulty. We got two days’ work for the men from the Provincial Government on Evans’s Bay Road. The Provincial Government were anxious the men should not leave this province; but, as we had no further work for the men to go on with, they left us almost to a man.

300. As to these ships, you say the Government did not provide works on which the immigrants could be employed as they arrived—the firm was not provided with work on which to employ them?—Yes, in the case of the vessels I have mentioned. In the case of the “*Lutterworth*,” which arrived at Dunedin, we had already quite sufficient men there for the works which were being carried out, and those men were sent to Oamaru. No Government immigrants had been sent there up to that time. Our men were enticed away at once when they found they could get employment elsewhere, and thus could get rid of their liability to us by distributing themselves all over the province.

301. Was the cost of transhipment paid by the Government?—No; we paid it all.

302. Was the claim for this sent in to the Government from time to time?—Yes.

303. And this is one of the claims now put forward?—Yes.

304. From those men who absconded, did you attempt to recover the promissory notes?—Yes; we took every available means, and went to considerable expense in doing so, far exceeding any recoveries made from them.

305. What difficulties in the law Courts had you to contend with—anything in connection with stamps?—Yes; that was one of the objections raised in several cases—that there was insufficient stamping, and the men left our employ to evade paying the one-fifth of their wages on account of their promissory notes. In taking work under sub-contractors, the men refused to allow the sub-contractors to take off the one-fifth from their wages. Some of the men were under age, and in the actions we brought against them we were nonsuited on the plea of infancy.

306. Were you able to restamp the notes in the cases taken into Court?—Yes; but, when the cases came on again to be tried, the men had cleared out.

307. You were unable to stamp them while the cases were pending in Court?—Yes.

308. Were any efforts ever made to enforce the agreement for service?—Of course we produced the agreement; but the men, on the other hand, brought theirs forward, and said that we had promised to give them work when they arrived. This was notably the case with those who came by the “*Jessie Readman*.” They said that, as the agreement had been broken by us, they were no longer bound by it.