

And with other ships. Some of the men by the "Bebington" and "Forfarshire" refused on that ground.

309. Have you any return at all of the number of cases brought into Court and the amounts?—We had one hundred and thirty-three cases tried.

310. I believe in some cases the men went through the Bankruptcy Court?—Yes, in many cases. Of course that was when they were very hardly pressed by us for payment they filed; that was their last resort. When they found they could not get away they filed, and so got out of their liability in that way.

311. And they got their discharge?—Yes. There was one case, that of Charles Mallowes. He went under an assumed name. We got witnesses to prove he was the same Charles Mallowes we imported. In that case Judge Johnston spoke very strongly about the injustice of our having to lose our money that way by some of the men taking advantage of the Bankruptcy Act to evade their liability to us. I will read an extract with reference to this case from a newspaper: "The case of Charles Mallowes, heard in the Bankruptcy Court yesterday, should go some way in convincing the Government of the propriety of the course we advocated the previous evening—that of cancelling all outstanding immigrants' promissory notes, and arranging with Messrs. Brogden to place their immigrants on an equality with those of the Government. Mallowes was a man with a family, and earning only £2 a week, yet with a debt of no less than £64 hanging over him on account of passage-money. No doubt his position in the colony was a decided improvement on that which he occupied at Home, and the debt was fairly and honestly due to Messrs. Brogden. His Honor Mr. Justice Johnston very properly pointed this out, but he also drew attention to the fact that the colony had benefited by the introduction of Mallowes and his fellow-immigrants, and that it was most unjust that Messrs. Brogden and Sons should be the only losers by the transaction."

312. *Mr. Bell.*] Can you tell us who wrote that article?—I cannot. I knew nothing about it until I saw it in the paper.

313. *Mr. Cave.*] Does that give a report of the proceedings in the Bankruptcy Court?—Yes.

*The Chairman.*: It is comment upon the case.

*Mr. Cave.*: First the report of the case is given, and then the paper proceeds to comment on it.

314. *Mr. Cave.*] Some of the men, I believe, refused to allow you to deduct from their wages on account of the promissory notes?—Yes.

315. Where was that?—At Napier, Invercargill, and Dunedin.

316. Did the Courts uphold them in their refusal?—When we sued the men we invariably got judgment, except for the reasons I have stated. In most of the cases we took into Court we got judgment; and soon afterwards the men cleared out.

317. Then the judgment was really of no use to you?—Not the slightest.

318. And then did you put in force the Act empowering you to imprison debtors at all?—In many cases.

319. With what effect? Did you find it had any beneficial effect?—No; we found we had to pay the maintenance fees—so much per week. In several cases the men preferred to remain in gaol, and would do their term through obstinacy. In cases where men had large families we did not go to such extremes; we confined it to single men. We did once put in a married man called Knight, a man with a debt of £60 or £70; but his wife came to me in great distress, and I released him, and never put in another case of that sort.

320. Altogether you found the Courts unavailable?—We could generally get judgments, but we could never recover anything appreciable under them.

321. You did everything in reason to recover?—Yes; we left no stone unturned. Of course if we could have got at other men we might have sued them too, but that would be at great expense. Sometimes the men, as in this province, might be eighty or one hundred miles up country, where the writs would have to be sent and the chances of getting anything would be very small.

322. *Mr. Bell.*] From your experience in this litigation, can you say whether there is anything in the law of New Zealand that prevented you from recovering your money different from that which existed in England?—I cannot speak as to that.

323. Were you informed by your legal advisers of any difference?—No, I cannot recollect anything of that sort. The difficulties here were the pleas that I mentioned. In the majority of cases we got judgments, but the difficulty was to carry them out to recover anything under them.

324. But your legal advisers did not advise you that there was any difference in the law of New Zealand and that of England upon that point?—I do not remember that they did.

325. And the principal reason why your immigrants refused to pay was the difference in their terms and those of the Government immigrants?—Yes.

326. Do you think the *quantum* of the difference mattered at all?—Most decidedly. That was the main objection of these men on arrival here, that the Government immigrants who came out in the same vessels —

327. You do not understand my question. The fact of there being a difference between the terms was the reason alleged by your immigrants for not paying; but did the amount of the difference have any effect. Would the payment by the Government immigrants of, say, £5, instead of £3, have any effect. Would that make a difference in their refusal?—To a certain extent that had an effect. On the other hand the men had offers of engagements from settlers here, and they heard from Government immigrants and other people of the difference in the passage-money. The men mostly took upon themselves to refuse payment.

328. You attribute the non-payment to a defect of human nature, not to a defect in the administration of the law of the colony?—As regards the administration of the law I told you we succeeded in obtaining judgments but were not able to enforce them. That was one cause, and another was our inability to keep the men at work with us.

329. Then you attribute your loss to the dishonesty of the men?—Partly, and partly to the idea amongst them that they had been overreached.