

381. That is not exactly an answer to my question. From your knowledge of the law of supply and demand in the labour market, as in other things, are you not of opinion, if the Government had not introduced immigrants, Messrs. Brogden would have had to pay higher wages?—Certainly not. The rates of wages at that time induced many from Australia to come over here. Far from lowering the rate, wages seemed to go up a shilling or two higher per day.

382. If I understand you right, it is your opinion that the introduction of 4,000 or 5,000 immigrants had no effect in keeping down the rate of wages, or in preventing it from rising higher?—No; it did not seem to have that effect.

383. *The Chairman.*] By this agreement, were Messrs. Brogden compelled to find work for the men whether the Government gave the firm contracts or not?—Messrs. Brogden undertook to find work for these men for two years. For that period they were bound to find work for them.

384. And the men were suspended from work without wages?—That was owing to the Government not carrying out the arrangement to find work for them.

385. Were the men entitled to compensation when not employed?—No.

386. But was not the firm bound to employ them? Not bound to pay them when not employed.

387. Are we to understand there was really no contract by the firm to find work?—The men could not turn round and say so.

388. Was there, or was there not, a contract by the firm to find work for the men?—There was this contract, but it could not be enforced on either side in the colony.

389. Neither way?—Exactly. When we sued the men for their promissory notes, on the other hand they pleaded the breach of contract by us.

390. Was any decision ever given as regards this contract in New Zealand?—No, none.

*Mr. Cave:* An action at law could have been brought for breach of contract.

*The Chairman:* No action at law was taken in any Court in New Zealand on either side to enforce this contract?

*Mr. Cave:* No. Proceedings in the nature of criminal proceedings could not be taken, simply because there was no statute under which proceedings could have been instituted.

*Witness:* No such case was ever taken into Court. The Magistrate told the men that they could sue the firm for breach of contract.

391. *The Chairman.*] Did the men take action against Messrs. Brogden to enforce what appears to have been a contract to find employment?—No.

392. Neither you, on the other side, for breach of contract?—No.

393. *Hon. Mr. Richardson.*] In your evidence you stated once or twice the Government did not find any work for Messrs. Brogden's men. Was it not the case that Messrs. Brogden tendered at such a high price that Government had to refuse the tenders?—I am not aware. I know many tenders sent in by Messrs. Brogden were not accepted. The first one refused was owing to the Government insisting on one clause being altered, which Messrs. Brogden's agent would not agree to, although the contract price was agreed to. The alteration proposed was in effect to make the contractors responsible for insufficient designs. Mr. Henderson refused point blank to allow that clause to be so altered. That was the cause of our having the "Jessie Steadman" men on our hands.

394. Do you know that of your own knowledge?—To the best of my belief that was the case.

Mr. JOHN LAWSON, examined.

395. *Mr. Cave.*] I believe in the year 1872 you came to New Zealand on behalf of Messrs. Brogden?—Yes.

396. And you took charge of the financial department in New Zealand?—Yes.

397. You came in the ship "Halcione"?—Yes.

398. I believe in the same ship, several immigrants sent out by the firm were brought over?—Yes.

399. And in the same ship there were also several Government immigrants?—Yes.

400. You can tell the number of each by reference to the tables?—Yes; there were about sixty of the firm's, and about 150 Government immigrants.

401. Did anything occur on the passage out between the Government immigrants and the firm's immigrants?—Yes; the firm's immigrants expressed great dissatisfaction when they had compared notes with the Government immigrants, and found they were coming out under more favourable terms than themselves. The firm's immigrants were then greatly dissatisfied.

402. Under what terms were the Government immigrants being brought out at that time?—I believe it was for £5 cash, and either £8 or £10 by promissory notes.

403. And this occasioned considerable discontent among Messrs. Brogden's immigrants?—Yes; very much discontent.

404. Did you hear anything said by the firm's immigrants with reference to their declining to carry out their engagement with the firm on arrival in New Zealand in consequence?—Yes; some of them told me distinctly they would not work for the firm.

405. I believe you prepared a number of statements and tables which have been put before the Committee?—Yes.

406. Those statements have been compiled from the firm's books?—Partly, and partly from parliamentary papers.

407. And to the best of your belief they are quite accurate?—Yes.

408. I think there is another statement which you have prepared, showing the number of immigrants landed in New Zealand in the year 1873, showing the number of males brought by the Government, and also the number brought by the firm?—Yes. There were forwarded by the Government 1,244 men, 1,545 women, 993 children, and 179 infants. During the same period the firm brought 1,298 men, 373 women, 344 children, and 101 infants.

409. So that during that period the firm brought over about fifty more working-men than the