

tion. They would not be signed by me as Premier except in the absence of those Ministers. I cannot say what those Ministers have stated in their communications to Messrs. Brogden, but probably the whole of that could be ascertained by a reference to the Appendices to the Parliamentary Proceedings for 1873.

517. Are you aware whether there is any report from the Agent-General as to what passed between him and Sir Julius Vogel when the arrangement was made with the latter?—I have seen the letter that is printed. That is all I know about the matter.

518. Messrs. Brogden made their claim whilst you were Premier?—Yes.

519. And it was made on the ground that there was unintentional misrepresentation by which Messrs. Brogden had been misled?—Yes.

520. Was there nothing to show how far Messrs. Brogden were justified in saying they were misled?—I have no doubt Sir G. M. O'Rorke could give you more information on that subject than I can.

521. *Hon. Mr. Dick.*] The petition which is now before the Committee says: "Immediately after the " "More favourable terms." You were in the Government at the time these more favourable terms were being carried out, were you not?—The Government with which I was connected was not a party to the preparation of those more favourable terms; but we were in office when the immigrants arrived under them.

522. Mr. James Brogden in October, 1872, seems to have waited on the Government and claimed to be relieved of his liability?—Yes.

523. And the Government declined to relieve them?—The Government declined to relieve them from the liability to carry out the agreement for the future unless they were recommended to do so by the Agent-General.

524. That was whilst the Government were bringing out immigrants on more favourable terms?—Yes.

525. Then the Government considered that Messrs. Brogden had entered into a contract which they were bound to carry out without any responsibility being attached to the Government in the matter of recouping them for any loss they might sustain through not recovering the amounts of the promissory notes?—Yes.

526. Then the Government simply regarded it as a contract?—Yes.

527. *Mr. Bell.*] What were the more favourable terms to which you refer? What was the alteration made in the terms?—The alteration in the terms was the progressive improvement of the regulations under which immigrants were sent out to the colony. The terms were progressively improved, until at last the Government paid the whole of the passage-money, and also the expense incurred in transhipment.

528. I would ask you whether any immigrants who paid by promissory notes were allowed to pay less than £10 before October, 1872; that is to say, whether immigrants who paid by promissory note alone, were allowed to pay by promissory note at any time during the year 1872?—The correspondence will show that; and, as a matter of fact, I believe that the advance-notes were enforced in scarcely any case.

Hon. W. GISBORNE, examined.

529. *Mr. Travers.*] I believe you were a Minister in the year 1871?—Yes, I was.

530. While you were a Minister I believe there were some negotiations with Mr. James Brogden with reference to the subject of immigration?—Yes.

531. Can you state whether these negotiations were opened by Messrs. Brogden with the Government in the first instance, or by the Government with Messrs. Brogden?—I cannot say exactly. I may say that Messrs. Brogden had had negotiations with Sir Julius Vogel in England, and proposals were sent out, which, however, were afterwards modified in the colony, before they were submitted to the House. The matter was the subject of frequent discussion between the two parties.

532. I believe the major contract, which involved the question of compensation, had been rejected by the House?—So far as I recollect, the Ministry did not recommend the major contract.

533. These fresh negotiations that took place had special connection with immigration?—First with regard to public works, and then with regard to immigration.

534. I believe the Government at that time felt the necessity of importing large numbers of immigrants in connection with the public-works scheme?—Yes; the whole success of the public-works scheme depended on concurrent immigration, within certain limits. It was considered that immigration should be carried on concurrently with public works.

535. I understand that matters were carried so far that a draft agreement was actually prepared?—Yes, it was so.

536. Have you any recollection of the terms of that agreement—I mean as regards the reimbursement of Messrs. Brogden for the money they had expended?—You will find the agreement enclosed in a memorandum dated the 25th November, 1871, No. 56, addressed by me to the Agent-General.

537. At that time was it not an essential part of the proposed arrangement that Messrs. Brogden should not incur any loss in connection with the arrangement?—We certainly did not expect that they would incur any loss; in fact, we believed the matter would be mutually advantageous, and not attended with pecuniary loss to either. Of course, in using the word "loss," I mean foreseen loss.

538. Do I understand you to mean that the Government were placing them in a position where they would not suffer any foreseen loss?—Yes.

539. And, assuming that the result would have been attended with unforeseen loss, would you have considered that the Government would have been liable to make up that loss?—At the time of claim for compensation being made I was not a member of the Ministry, and therefore cannot say whether or not compensation is due to Messrs. Brogden on account of this matter.

540. Can you say of your own knowledge whether the colony received a benefit from the immigration carried out by Messrs. Brogden?—I am certainly of opinion that the colony did receive a benefit from it.