

607. And I believe that in that capacity you had correspondence with Mr. James Brogden on the subject of immigration?—Yes; and I also had personal interviews with him on the subject.

608. Can you say whether Mr. James Brogden did, or did not, early in 1872, express dissatisfaction in regard to the contract that had been entered into by his firm?—Yes. When I came into office, in 1872, one of the first things the Immigration Office had to deal with was an application by Mr. James Brogden to be allowed to abandon the contract that he had entered into with the Government on behalf of his firm. The matter was considered to be of so much importance that it was dealt with by the Cabinet as a whole, instead of by the department which it particularly affected.

609. Have you any recollection of the distinct grounds of complaint which were put forth by Mr. Brogden?—As far as I recollect, their complaint was that their immigrants had to pay £15 per head, while the Government immigrants were only charged £5.

610. What did Mr. Brogden complain of as the result of that upon the operations of the firm?—He complained that some of these immigrants, in order to get rid of their liability, abandoned their connection with the firm. Some went to other parts of the colony and some left the colony altogether, while others again took employment from the settlers at probably higher wages than the firm of Brogden and Sons was offering.

611. Is it not a fact that the Government abandoned the attempt to recover any money from the immigrants on account of their promissory notes?—As far as I can recollect, no persons, or very few, were brought before the Courts to compel them to pay while I was Immigration Minister, and I do not think that the Government immigrants paid much of the money that they owed.

612. And ultimately all attempts to recover the money were abandoned?—I do not know that officially, but I have heard it stated that it was so.

613. I presume that would affect the chance of the Messrs. Brogden recovering their money?—Yes; I think it was so stated by the Agent-General, Dr. Featherston.

614. I believe you were examined as a witness before a Committee that inquired into the matter on a former occasion?—Yes; that was in 1873.

615. You are reported to have stated there that “to all intents and purposes the contributions Government received for Brogdens’ immigrants, of £10, were the same as the contributions of the ordinary Government immigrants.” Is it a fact that the whole of the money, or part of it, was paid in cash?—The Government stopped the moneys from amounts due to Messrs. Brogden on their railway contracts.

616. I believe the system of free immigration was adopted by the Government during the time you were in office?—Yes.

617. Do you not think that would materially interfere with the Messrs. Brogden’s chance of recovering the moneys due to them on their promissory notes?—No. Before the Government established free immigration the Brogdens had discontinued their contract to bring out immigrants.

618. Do you not think the immigrants would object to pay this £15 when they knew that others were being brought out for £5?—Yes.

619. Are you aware that a letter was addressed by the Messrs. Brogden to the Agent-General on 12th June, 1873, on this subject?—Yes; I have read all the correspondence.

620. And in that they recapitulate the arrangements under which the agreement of June was effected?—Yes.

621. Can you say whether the Agent-General ever, in any communication with the Government, disclaimed the statement there made?—I am not aware that he ever disclaimed the statement. I think that the Messrs. Brogden, in taking the contract, did not expect to make any profit or any loss.

622. You do not recollect any disclaimer on the part of the Agent-General in reference to this matter?—I recollect that a letter was received from the Agent-General to the effect that, in consequence of our changes, the Messrs. Brogden would experience greater difficulty in getting in their money. I have no recollection of any letter in which the Agent-General disclaimed any recollection of this matter. The letter which was written in July must have been received by the Immigration Office before I left the Ministry in October. The letter which has just been handed to me has not been printed with the other documents, and, before saying anything about it, I should like to be allowed to have an opportunity of reading it. I believe it is the reply to a letter from the Immigration Department in November, 1872, directing the Agent-General to hear the claims of Messrs. Brogden to be allowed to abandon their contract, and in which he was instructed to offer them such a modification of their contract as would appear to him reasonable.

623. *Mr. Bell.*] You will remember that your letter refers only to future contracts?—Yes, I remember that the language of the letter was that it should only refer to future transactions.

624. *Mr. Turnbull.*] What sum was charged by the Government for bringing out immigrants when the contract was first entered into with Brogden?—During the time I was in office the charges were varied I think three times. I could not be positive whether we were charging £10 or not for assisted immigrants, but I think the charge at that time was only £5. I think the clerks in the Immigration Department would be able to give more definite information. The Government found that, in consequence of the Agent-General’s changes in March, 1873, immigrants were getting free passages one week and having to pay for passages in the following week.

625. In the letter of the 10th July was any memorandum made with reference to the matter?—I do not know, as I have not yet read the letter.

626. *Captain Kenny.*] You made use of the word “contract” just now. To what do you refer?—The immigration contract of 27th June, 1872.

627. Is that the instrument referred to?—Yes.

628. By that contract, were Messrs. Brogden obliged to continue sending out immigrants after June? What was the nature of that instrument?—The Messrs. Brogden contracted to land a certain number of persons in the colony, the contract being made with the Agent-General.

629. Do you remember the 6th clause of the petition, in which an allegation is made to the effect that Messrs. Brogden implicitly relied on the assurance that they should be indemnified against all loss?