

sages, deducting the passage-money from the moneys payable to Messrs. Brogden. The Government said, in effect, "You want a particular class of men; we will import them. We will take your promissory notes, but we will not take those of these men. You deal with the men, and you can make what terms you like to protect yourselves." That was the position from the very first, and I propose to prove it from correspondence which took place before any immigrants were imported. This is made perfectly clear by Mr. James Brogden's letter of the 25th November, 1871, in which, after stating the terms proposed by the Government and himself, he says, "I thought we could have worked the matter out that the Government would take the risk, as they enforce a limitation on the price to be paid for labour—I therefore thought it would be better that you arrange with Dr. Featherston. We could not agree as to the Government taking the risk of absconding persons." It is perfectly clear that the Government refused to do the very thing which Messrs. Brogden are asking the Committee to have done now. Mr. James Brogden referred the matter Home, for the purpose of getting rid of the risk, no doubt. Then the Government, in referring the matter to the Agent-General (D.-1, 1872, page 10), expressly intimate that Messrs. Brogden must take the risk of recovery themselves. That is how I read that memorandum. I take it for granted they had it in their mind, and that what they proposed in this reference Home was that the Agent-General and the Messrs. Brogden should agree upon some margin, but that the Brogdens were to take the risk throughout. Now, the Messrs. Brogden had ample notice of the risk, because, in the same letter of the 25th November, 1871, which was the beginning of the whole matter, Mr. James Brogden used these remarkable words: "Dr. Featherston has some experience in this" (*i.e.* promissory notes), "as in Wellington Province alone he was a party to a loss occasioned to the extent of £40,000 on account of persons who either repudiated their promissory notes or absconded." In writing, therefore, in November, 1871, before they commenced sending out immigrants, Mr. Brogden informed them of a loss in one province alone of £40,000; and yet Messrs. Brogden say they could not have anticipated such a difficulty. They say they could not have anticipated it; but I submit the Committee has positive and conclusive evidence that they had ample notice of the circumstances of the colony—a member of their firm was on the spot, and his attention had actually been called prominently to the fact that there was a risk of absconders—such notice as would be sufficient to disentitle the firm to relief in any Court of equity, and even, I submit, before a Public Petitions Committee, which no doubt takes a wider view of such matters than a Court of equity. To a lawyer, at least, the statement that Messrs. Brogden could not anticipate the difficulty surrounding the recovery of these promissory notes seems absurd. Mr. James Brogden had the best legal advice that could be obtained in the colony. He had months during which he could have communicated those circumstances to England. For the Messrs. Brogden, to whom he referred it, to say now that they had no notice of these difficulties, that they in England did not know what Mr. Brogden knew, is, to a lawyer, absurd; and I think it would also seem the same to any ordinary mind not twisted as a lawyer's is, perhaps, apt to be twisted. Of course, the main question arises upon the negotiations with the Agent-General, if the Committee really think that the remarks made by the Agent-General upon the question are to bind the colony. Now, the representations of the Agent-General were, I submit, if they are proved at all, mere statements of the Agent-General's opinion. While the negotiations were going on, and before any agreement was signed, Messrs. Brogden continued to send out immigrants, they taking promissory notes for £16, and undertaking to hand to the Government their own promissory notes for £10. If the Agent-General said that the promissory notes were legal, and that judgment could be recovered upon them in the colony, he said what was strictly true. If he said there was a law of imprisonment for debt in force in the colony, he said what was strictly true, and continued to be strictly true up to the end of 1874, when an Act much more useful for enforcing payments was passed. Then comes the third point. If the Agent-General said that a margin of £5 would be sufficient to cover all losses, he said what turned out to be incorrect. That was merely the opinion of the Agent-General: it was for the Messrs. Brogden to fix with the Agent-General a margin which would be sufficient to protect their firm from loss. If it has been proved he made such a statement, it is, I submit, to go for no more than a mere expression of his opinion. It is the first time I have ever heard that a mere opinion, expressed by a party to a contract, is to be construed as a representation which would entitle the other party to be freed from his obligations under the contract. Mr. A. Brogden (4th April, 1872) writes, "We discussed the question several times with Dr. Featherston, and, as I mentioned in my last letter, he proposed that the Government should pay the passage and we repay them by instalments, less 25 per cent. to cover loss which the Government would bear. We have proposed and arranged verbally with the Agent-General that we act upon these terms, keeping a strict ledger account." And on the 7th March, 1872, Mr. A. Brogden writes, "We shall also continue to send out immigrants until the number you mention is reached. We shall arrange with Dr. Featherston on the basis of our undertaking the liability of the passage-money with the Government, much in the same way as proposed in the draft agreement." Well, about this draft agreement: the Committee will remember that the difficulty was that the Government would not undertake the loss. That was the very objection that Mr. James Brogden raised to the draft agreement of 1871—the objection that Government would not take the risk. Mr. A. Brogden says, "We will arrange with the Government as proposed in the draft agreement." Now, the Committee will remember that Dr. Featherston always distinctly refused to have accounts or let the Government have anything to do with risk. He said, "There is no finality in such an arrangement; fix the margin and you take the risk." He would not agree to Messrs. Brogden's proposal, because there was no finality about it. Dr. Featherston never admitted that he made any such statement, but it is true that he has not denied it. There is a very curious letter from Mr. Noble, which I think favours this view, that the statement which Dr. Featherston made was not made till after Messrs. Brogden found the immigrants refusing to pay. If that view be correct, Mr. Brogden is mistaken—of course I mean honestly mistaken—in fixing the time when the statement was made by Dr. Featherston. Mr. Noble, writing on the 1st November, 1872, says, "Your brother saw Dr. Featherston yesterday, but he will not release them from any portion of the emigration agreement. He says that there is ample margin allowed in the difference between the £10 paid him and the £15 we can charge to cover any possible loss, and he backs up the statement by his own personal experience. I believe your brother will try and get this