

The Committee deliberated on the case, and Sir J. Hall moved, That, in the opinion of the Committee, it is expedient that the limitation of time contained in the 31st section of "The Government Contractors Arbitration Act, 1872," by which Messrs. Brogden and Sons are precluded from now bringing their claims to arbitration under that Act, should be waived, on conditions to be determined.

The discussion of this motion was deferred till to-morrow, the 18th instant, and the Committee adjourned.

FRIDAY, 18TH AUGUST, 1882.

The Committee met pursuant to notice.

Present: Mr. Fulton, Sir J. Hall, Hon. Mr. W. W. Johnston, Mr. Macandrew, Hon. Mr. McLean, Hon. Mr. Miller, Mr. Montgomery, Hon. Mr. Oliver, Hon. Dr. Pollen, Hon. Mr. Stevens (Chairman).

The minutes of the previous meeting were read and confirmed.

The Committee deliberated on the motion moved by Sir J. Hall yesterday, who obtained leave to amend his motion so as to make it read as follows: That, whilst the Committee have no doubt that Messrs. Brogden and Sons were fully aware of the limitation as to time contained in "The Government Contractors Arbitration Act, 1872," and agreed to the same, and are satisfied that the inability of that firm to now proceed to arbitration is due to their own action, the Committee nevertheless think it undesirable that, if Messrs. Brogden and Sons have any claims against the colony, they should be permanently precluded from obtaining consideration of the same, and therefore recommend that the limitation of time contained in the 31st section of "The Government Contractors Arbitration Act, 1872," by which Messrs. Brogden and Sons are precluded from now bringing their claims to arbitration under that Act should be waived on conditions to be determined.

Further consideration of this motion was postponed, and at 1.30 p.m. the Committee adjourned until Tuesday next, the 22nd instant, at 10.30 a.m.

WEDNESDAY, 23RD AUGUST, 1882.

The Committee met pursuant to notice.

Present: Mr. Fulton, Sir J. Hall, Hon. Mr. W. W. Johnston, Mr. Macandrew, Hon. Mr. McLean, Hon. Mr. Miller, Mr. Montgomery, Hon. Mr. Oliver, Hon. Dr. Pollen, Hon. Mr. Stevens (Chairman).

The minutes of the previous meeting were read and confirmed.

The Committee proceeded with the adjourned consideration of Sir J. Hall's motion.

Mr. Fulton moved, That all the words in the motion after "That," in the first line, be omitted, in order to insert other words.

And on the question being put, "That the words proposed to be omitted stand part of the question," the Committee divided:—

Ayes, 4.—Sir J. Hall, Mr. Macandrew, Mr. Montgomery, Hon. Dr. Pollen.

Noes, 5.—Mr. Fulton, Hon. Mr. W. W. Johnston, Hon. Mr. McLean, Hon. Mr. Miller, Hon. Mr. Oliver.

So it passed in the negative.

The Chairman said that he wished to express his concurrence with the *Noes*.

The Committee then deliberated, and adjourned until to-morrow, the 24th instant, at 10.30 a.m.

THURSDAY, 24TH AUGUST, 1882.

The Committee met pursuant to notice.

Present: Mr. Fulton, Sir J. Hall, Hon. Mr. W. W. Johnston, Mr. Macandrew, Hon. Mr. McLean, Hon. Mr. Miller, Mr. Montgomery, Hon. Mr. Oliver, Hon. Dr. Pollen, Hon. Mr. Stevens (Chairman).

The minutes of the previous meeting were read and confirmed.

On the motion of Mr. Fulton, *Resolved*, That the following resolutions be inserted after the word "That:":—

The Committee find that the contracts affected by this inquiry were nine in number, and that the first six of them, amounting to £560,446, were signed on the 10th August, 1872, six days before the Government Contractors Arbitration Act was introduced into Parliament.

That the three other contracts, amounting to £249,750, were signed on the 19th June, 1873, eight months after the Government Contractors Arbitration Act became law.

That the contracts were given to Messrs. Brogden and Sons without competition, and on terms exceptionally favourable to the contractors; allowances amounting to 32½ per centum over and above contractors' prices then current in the colony having been made to them.

That, before entering into specific engagements with the Colonial Government in the year 1872, the Messrs. Brogden insisted upon having provision made for the appointment of a special arbitrator, to whom disputes arising out of their projected contracts might be referred.

That the usual custom, which makes the Engineer the final arbiter in disputes arising out of contract works, was, in the case of Messrs. Brogden, and at their instance, departed from.

That it was agreed that a Judge of the Supreme Court having jurisdiction in the Supreme Court District in which a dispute might arise should be made arbitrator, and it therefore became necessary to pass an Act in order to impose these duties on the Judges, and to give them the requisite power to obtain evidence.

That "The Government Contractors Arbitration Act, 1872," was accordingly passed with the knowledge of Mr. James Brogden, the partner representing the firm, who was at that time in Wellington, and who conducted the contract negotiations with the Government.

That no disputes resulting in application for arbitration appear to have occurred during the whole period when progress payments were being made to Messrs. Brogden upon their several contracts or agreements.