

the Chief Justice. I do not find, however, that I did anything further in the matter. I feel pretty sure that, if I had done anything further, there would have been some charges, and I can find nothing of the kind. I am not in a position to say even whether or not at that date it contained the clauses which have since been considered by the Messrs. Brogden to be objectionable. My impression is that had it contained them I should have noticed them. As a fact, I believe it did not; and I assumed throughout that the Bill was intended for the purpose I have already indicated; and I do not think I ever read the Act as passed, or saw the Act with these clauses in it, until I was consulted some years afterwards by Mr. Henderson.

*Mr. Macandrew.*] You are referring to clause 33?—There is another clause, clause 28. It is questionable whether without the 28th clause the jurisdiction of the Supreme Court would have been ousted.

*Sir John Hall:* That was a clause added afterwards?

*Mr. Cave:* Yes.

*Mr. Travers:* I am speaking subject to correction without the draft, which I have not got. But it is questionable whether without that 28th clause the jurisdiction of the Supreme Court would have been ousted, and I believe that, and the 31st, and I think there is another clause relating to appeals against the arbitrator. I think those three clauses were afterwards pointed out to me as objectionable; and, really, that is all I know about the matter. But I am perfectly certain my attention was never called to these clauses until some three or four years after the Act was passed.

*The Chairman.*] Do you propose to ask any questions, Mr. Cave?—No, sir; I thought it better that Mr. Travers should make a statement.

*Mr. Travers:* I may state further that I have been told recently that I was behind the Speaker's chair while the Act in its present condition was passed. It is quite possible, but I have no recollection whatever of the fact; and I assert most positively that, until my attention was called to these special clauses some years afterwards, I had no knowledge of their existence. I never read Acts of Parliament until I am consulted about them, because half of them become dead letters shortly after they are passed.

*Mr. Bell.*] You remember the letter you wrote in 1878?—I saw that the other day.

You then stated, "Mr. Henderson was in error in stating that I did not know of the existence of the Government Contractors Act until the year 1877?"—Certainly I was not.

You continue, "I knew of its existence, but had never read it until it became necessary for me to do so in connection with the claims of the Messrs. Brogden against the Government." When you wrote that letter you had forgotten, I suppose, that you had corrected the first revise of the Act?—No, that was of the Bill. I had never read the Act as passed.

You had forgotten when you wrote this letter that you had settled a first revise of the Bill, otherwise you would have stated that in the letter?—I do not know whether I had forgotten it or thought of it either. What I meant by that was that I knew there was such an Act, because I knew such an Act had been passed; but I did not know the actual contents of the Act as passed, beyond the general idea that it was intended to give effect to the clause in the contract.

Your letter, Mr. Travers, was written in consequence, I believe, of a letter which Mr. Henderson had written to the *New Zealand Times*?—It is very possible. I do not quite recollect.

Your letter begins by stating, "Mr. Henderson was in error in stating that I did not know," &c. You had never seen, of course, the letter which Mr. Barton had written to the Minister for Public Works?—I was not acquainted with Mr. Barton at the time. I do not know. Well, Mr. Henderson in his letter to the *New Zealand Times* had stated this: "On looking into Messrs. Brogden's case and the law applicable to it, our solicitors found, to my great surprise, that a statute entitled 'The Government Contractors Arbitration Act, 1872' (of the existence of which Messrs. Brogden and Sons had been up to that time entirely unaware), opposed a complete barrier to the prosecution of Messrs. Brogden and Sons against the Government of ordinary legal proceedings before a jury, at the same time depriving them of valuable clauses in their contracts which would have enabled them to surmount technical difficulties. Messrs. Brogden were advised that by the operation of that statute they would be forced to submit to the adjudication of the Supreme Court Judge, not only without the intervention of a jury, but without any right of appeal from his decision to any Court either here or in England; that full power was vested in such Judge to take unsworn evidence, not only unsworn but *ex parte* if he so pleased; and, lastly, that his judgment was to be given in the simple form of a certificate for money payable from one party to the other, such certificate giving no reasons or explanations of any kind respecting his decision. Such was the tribunal to which Messrs. Brogden were restricted by this extraordinary statute; and, to secure the Government against the possibility of any inconvenient struggle by the English contractors, a very innocent looking little clause at the end of the statute confined the Judge to the examination of such claims only as had been disputed within the previous six months, all disputes older than six months prior to the investigation being barred."

*Witness:* When was this?

*Mr. Bell.*] This was a letter written to the *New Zealand Times* in February, 1878. Mr. Travers's letter was 4th April, 1878. I am reading from page thirteen of the correspondence. Then there is a letter to the *Evening Post* also, which was written on the 2nd April. Probably it was in answer to the letter in the *Evening Post* that your letter was written, Mr. Travers. You will find there that what was said was this: "But you raise another issue, that it verges upon the wonderful that 'The Government Contractors Arbitration Act, 1872,' should have passed both Houses of Parliament without the knowledge of the solicitor and agent of the firm resident in Wellington, and should remain five years on the statute-book without the party chiefly interested being aware of its existence. In reply to this I will first answer for Mr. Travers, the solicitor alluded to, and then for the agent (myself). The solicitor, certainly, was not aware up to the end of the year 1876, for he at that time served upon the Government a number of notices based upon stipulations in the contract done away with by the statute, and which notices were immediately objected to by the Government, who called attention to the statute, and declared their intention of enforcing its provisions. When, after receipt of this letter, I consulted