

Very likely. But I want to know whether you discussed the matter with Mr. Henderson?—I suppose so.

Were you aware that Mr. Henderson had written to the Minister for Public Works, and that Messrs. Brogden and Sons had written to the Secretary of State for the Colonies, accusing the Government of bad faith in passing a set of clauses of which you, their solicitor, had approved?—No; I never knew that he had written to the Secretary of State at all.

Have you not seen the correspondence in Appendix to Journals, E.-3 of 1878?—No, I have only read my own letter to the *Evening Post* while I have been in this room.

Mr. Henderson did not inform you that he was making a formal attack, both to the Government here and the Government at Home, upon a set of clauses which had been approved by you as Messrs. Brogden's solicitor?—I believe Mr. Henderson talked to me about these clauses, but as to telling me he was corresponding with the Secretary of State I do not remember anything of the kind.

When I tried to refer to the letter to the Secretary of State I was told that it was Mr. Brogden's, and now I am given this answer.—I never heard a word of this correspondence before.

At all events you say, so far as you know now, you were not aware of the correspondence?—I have not looked at my memoranda about these matters. Had I understood you were going to ask me questions about it I would have endeavoured to refresh my memory. But my impression is that the whole thing was between Mr. Henderson and Mr. Barton. I took very little interest in it.

One letter, you say, was published in the papers of the day?—The one I wrote.

Any letter before that? The letter published in the *New Zealand Times*? However you told me you had never seen the letter in the *New Zealand Times*.—I have no recollection of it. I think my letter had relation to the one that appeared in the *Evening Post*.

Have you recently read the Act of 1872?—I do not think I ever read the Act itself until in connection with the recent proceedings, except when I discussed it with Mr. Henderson.

Have you ever read it so as to remember the numbers of the sections?—I do not know that I can remember. I know one section giving the authority—I think the first four or five sections and the limitation sections—but as to the other numbers I do not know.

In the letter to the Secretary of State Messrs. Brogden say this: "Can it be said to be consistent with 'peace, order, and good government' that the Government, being party to contracts with any individual or firm, should vary any of the provisions of such contracts by statute without the consent of the other party to those contracts; and could such legislation, whereby one party to a contract alters some of its provisions without the consent of the other party, be otherwise than 'repugnant to the law of England'?" And they refer to clause 3, which had been approved by you, to clause 4, which had been approved by you, and to clause 12.—Which had not been *disapproved* by me, you mean.

Clause 4 was amended by yourself. Clause 12, which had been in the Bill as seen and approved by you, and clauses 29 and 31, which it is admitted were not in the revise as seen by you. The letter then is obviously untrue with reference to clause 3?—I am not responsible for the letter.

*Mr. Macandrew*: Were you a member of the House in 1872?—I have been trying to recollect whether I was. I had some idea I was. I may have been perhaps for a part of the time.

I was under the impression that you were a member of the House. If so, you had no occasion to sit behind the Speaker's chair?—I think I resigned in the latter part of the session. This, however, could be easily ascertained by referring to *Hansard*.

I understand you to say that you were perfectly aware of the existence of the statute, but that you believed the statute to be in accordance with the draft submitted to you for perusal and containing the amendments as suggested by you?—What I meant was this: that I was perfectly aware that there was intended to be and in pursuance of that intention an Act had actually been passed for the purpose of giving jurisdiction to the Judges as arbitrators under the contract. I was perfectly aware of the existence of such a statute. I generally read the index of statutes, and very frequently read the side-note digest of a statute, and I was perfectly aware of the existence of such an Act, but not aware of the actual language in which it was ultimately passed.

Then you think some limitation was extremely reasonable, essential, and desirable. Would such limitation have prejudiced the position of Messrs. Brogden under the contract?—I do not think it would if confined to arbitration.

Do you think it would be reasonable and proper without mutual consent?—I do not think the limitation would have prejudiced their position if the Supreme Court had not been ousted.

But I understand there was a limit as to time?—I do not think there is any limit as to time in the conditions.

*Hon. Mr. Miller*.] Fourteen days' time?—Fourteen days' notice. I do not think there is any limit of this kind; but I do not think this limitation would have prejudiced either Messrs. Brogden or the Government if the prohibitory clause as to actions had not been inserted.

*Mr. Bell*: Then you think the insertion of the 31st clause really was no infraction of the original contract?—I do not think it would be considered a material infraction.

*The Chairman*.] You mean if the 28th section had been left out?—Yes.

*Mr. Macandrew*.] Was the original contract arranged in Wellington, or where?—Yes, in Wellington. There were two alternative contracts entered into by Sir Julius Vogel in London. They required the affirmation of the Legislature. Sir Julius himself, finding that neither contract was suitable to the circumstances of the country, proposed a resolution disaffirming them both. I think I was in the House at the time, and I think the House generally concurred in that view; and it was considered reasonable to give Messrs. Brogden works to the extent of £1,000,000, if I remember rightly, in order that they might not suffer a loss by the action of the agent of the Crown.

*Hon. Dr. Pollen*.] Broadly, the contractors would not be justified in saying that the Government Contractors Arbitration Act was passed behind their backs, and without their knowledge?—Well, sir, if Mr. Brogden was doing what most men in his position would do, he probably was aware of the existence of the Act in its present terms. Whether he understood its effect is another matter. I can scarcely conceive that a gentleman who was so very much interested both in the contracts and in what was taking place in the Legislature could have overlooked the very language of the Act, though he