

remonstrated, and said that I had great difficulty with the doctor found for me by Shaw Saville and Co. last voyage. Mr. Sutherland replied, "Oh, he (meaning Dr. Leigh) is all right; he's got his papers—that's enough for us."

From my subsequent acquaintance and knowledge of Dr. Leigh, I do not think that Mr. Sutherland was warranted in making the remark he did containing the innuendo against Dr. Leigh's sanity. I only mention the subject in order to show the loose way in which these engagements are made.

I know the provisions of the existing Passengers' Acts, and have carried thousand of immigrants to various Colonies, more especially to Sydney and Melbourne. In this voyage, the way in which I was chartered by Messrs. Shaw, Saville, and Co., in my opinion, prevents the provisions of these Acts being given effect to as far as I am concerned. The system is defective, because the charterers undertake work for which I am responsible, but over which, by the terms of my charter-party (produced, marked G), I have no control, as by that document I authorize Shaw, Saville, and Co. on my behalf, to sign any tender for carrying immigrants, while the Act leaves the responsibility of complying with its provisions on the master. That is my interpretation of the charter-party referred to. I consider that this defective system has led to mischievous results on the occasion of my last voyage. To this cause I impute the defective ventilation of the ship, defective fittings, especially the water-closets, and the imperfect hospital arrangements. In all previous cases where I have carried immigrants other than with Shaw, Saville, and Co., I have had the hospital in a deck-house or poop, where we could isolate the cases. In all these instance, had the arrangements for this last voyage been under my control, I would have made better provision. Before the loading of the "England" was completed, I repeatedly remarked on the defective arrangements referred to, to the charterers or their managers or clerks. With respect to the ship's stores, I had no opportunity of seeing the stores shipped for the immigrants, nor had I a voice in the matter. I am not aware whether they were inspected under the Passenger Acts by the Government Inspector or other officials. If they were, neither I nor my officers were cognizant of it. In my previous evidence, my statement that the provisions and water for the immigrants had been examined, referred to the fact that one of the firm of Shaw Saville and Co. informed me that *they* had passed the stores. On the Friday before the Sunday on which the immigrants were expected to arrive, I applied to Mr. Sutherland (Shaw, Saville, and Co.'s manager) to have lodgings taken for them; and they refused on account of the cost, which he told me would be £13 a day, adding that I must do the best I could. He told me he had consulted the firm, and they refused to accede to it. The immigrants arrived on Monday, at which time the ship was quite unprepared to receive them, and they had no other place to go but the ship. I am not aware that the emigrants had to sleep in the dock-shed. I was on board all Monday night taking in cargo, pushing on the taking in of the cargo until 3 o'clock on Tuesday morning. I know that the emigrants passed the night on board, although they could not sleep much on account of the noise made in getting in cargo. It was very cold, snowing and freezing. I had some sails hung up to try and keep the draughts off the women and children, who were lying exposed to the weather, the hatches being open, and the snow drifting on to the bunks near the hatches in the squalls. In consequence of this, I waited on Messrs. Shaw, Saville, and Co. the following morning, and represented very forcibly the sufferings of these people; I said I would not serve live stock so. I saw Mr. Temple, one of the partners, and he told me to do what I could for the people, and they would bear the expense. I got stoves and charcoal, and tried to dry the lower decks up, as I had heard much coughing, among the children especially. All Tuesday night I was taking in cargo—the hatches were open and the weather still bad—very cold. The hatches were not open by my order; the order for working at night was given by Shaw Saville and Co. In my previous evidence, in referring to the loading being under my direction, I only mean the disposition of the particular packages—not the time at which the loading was carried on. That is the meaning of the clause in the charter party referring to the employment of the stevedore. During the period between the arrival of the immigrants, and the departure of the ship, great confusion prevailed on board on account of the taking in the cargo, so that food could not be regularly supplied to the emigrants, and they had no water-closets for a portion of this period. Shaw, Saville, and Co. sent a man down to cook their food, and he did the best he could under the circumstances. I have never on any other occasion taken emigrants on board till the cargo was wholly taken on board, the lower decks cleared and dried, and every thing in order, so that they can at once take up their berths and form into messes. On this occasion this could not be done till they arrived at Gravesend. I do not consider that the dietary scale provided by the charterers for my late voyage was sufficient, especially as it affects the women and the children. I produce a copy of this dietary scale—there being no flour prescribed in that scale for making bread, and only 4 oz. of butter being allowed for an adult, and 2 oz. for children under twelve years of age. I did not adhere to this dietary scale, but altered it as I thought fit. The people did not suffer in consequence of this defective dietary scale, as I always remedied it when complaints were made to me, and supplemented it from my own private stores. The list of medical comforts (marked F), I consider quite insufficient for the number of people I had on board, over 100. I consider it a mere form in compliance with the Act. I am not aware whether there was any inspection by a medical officer of these medical comforts before the ship left. This might have been done without my knowing it, but I have never known it to be omitted on previous occasions when I have carried immigrants.

I have not obtained a clearance of the ship under the 11th section of "The Passengers Act, 1855." I believe Shaw, Saville, and Co. have it. I have no doubt they have it. The certificate of the medical officer (if there is one) as to the inspection of the medical comforts, &c., will be included in the certificate of clearance. I signed two lists of passengers at Shaw, Saville, and Co.'s office, to enable them to clear at the Customs, but I cannot say whether these were lists of passengers as required by the Passenger Acts. I brought out a list of passengers, which I have handed to Messrs. Turnbull, my agents here. In that list there are no entries of deaths which occurred on board. I trusted to the official log, where they are recorded, and from which I could make out a list of deaths after arrival. The chief mate kept that log; all the entries there were made by him (except certain entries of deaths made by the doctor), and signed by me when necessary. There was a marriage took place on board the evening of the day before we arrived, about 9 o'clock in the evening, and the log was handed over to the Health