

As you have expressed the opinion that the Government should recover in all cases of breach of contract, you will readily recognize the necessity of guarding against technical difficulties. I think it might be well for you to take professional advice as to the form of the charter-party, submitting at the same time the suggestions and observations on the subject I have had the honor to forward you.

I have, &c.,

The Agent-General for New Zealand, London.

JULIUS VOGEL.

Enclosure in No. 23.

Mr. J. E. MARCH to the Hon. the MINISTER for IMMIGRATION.

SIR,—

Immigration Office, Christchurch, 21st November, 1873.

I have the honor to report that, in accordance with your instructions, proceedings were taken against the captain of the ship "Punjaub" for breaches of the Passengers Act.

I forward herewith a copy of the evidence, and beg respectfully to call your attention to one or two points contained therein.

The first charge was for a breach of the 35th section of the Act, viz., for not supplying the proper allowance of water to the passengers on the voyage.

By this section each passenger is entitled to three quarts of water daily, exclusive of the quantity specified as necessary for cooking the articles to be issued in a cooked state.

The 31st section of the Act provides that an additional supply of pure water shall be shipped after the rate of at least ten gallons for every day of the prescribed length of the voyage for every one hundred statute adults on board.

The charter-party, however, does not appear to provide water for cooking. The net quantity to be placed on board for every one hundred statute adults is 11,250 gallons, or at the rate of three quarts per day only.

There is no mention made in the Act as to the articles which are to be issued in a cooked state. I name this as the Bench were not all agreed on this subject.

The next point to which I wish to call attention is the contract ticket issued to the passengers. By section 71 of the Act, the contract ticket shall be signed by the owner, charterer, or master of the ship, or by some person in their or his name, and on their or his behalf; this was not done in the case of the "Punjaub," the only signature to the contract ticket being William G. McKellar.

I think it also right to mention that as the scale of provisions issued to passengers in the New Zealand Government ships is different to that laid down under the Passengers Act, it is essential that the issue of such provisions should be authorized by the Immigration Commissioners and published in the *London Gazette*, in accordance with the 37th section of the Act.

During the hearing of the cases against the "Punjaub," so many technical objections were raised that I deem it my duty to draw your attention to this subject, in order that steps may be taken to comply with the requirements of the Act.

I attach a memorandum from the Crown Solicitor on the subject.

I have, &c.,

J. E. MARCH,

Immigration Officer.

Sub-Enclosure to Enclosure in No. 23.

MEMORANDUM by CROWN SOLICITOR on Defects in Charter-Party.

Re "Punjaub" and "Adamant."

REFERRING to the prosecution in the case of the former ship, and the intended prosecution against the latter, the Crown Solicitor would point out that it is by no means clear that the Government can (in this Colony) recover on the charter-parties, the contract evidenced by each charter-party being made in England, and there being no statutory provision giving jurisdiction here to the necessary tribunals who would have to adjudicate upon the due performance of the contract. The Colonial Legislature have provided for hired servants being able to recover here on contracts with employers of labour entered into in England, and it seems to me that a somewhat similar provision is required in order to make the charter-party of any avail in the Colony. The penalty mentioned in the 36th clause of the charter-party should be fixed as liquidated and ascertained damages, and provision should be made for the recovery of this penalty. Although the Passengers Act enables a passenger to recover damages for breach of his contract ticket, yet I doubt much if the contract tickets of these ships could successfully be put in suit, inasmuch as the 71st section of the Passengers Act requires each contract ticket to be signed by the owner, charterer, or master of the ship, or by some person in their or his name, and on their or his behalf; and by the form of ticket in the Schedule to the Act, it is directed that the party issuing the same must sign his Christian names and surname and address in full. The contract tickets of these ships do not comply with these requirements, being signed by Mr. McKellar (who I am told is a Government officer), his Christian and surname not being signed in full, his address not given, nor does he sign on any person's behalf. The dietary scale in these contract tickets differs from that prescribed by the Act, being on a more liberal scale, and should have been certified and gazetted in the *London Gazette*, as required by the 71st section, and copies of such *Gazette* forwarded to the Colony as evidence.

In the absence of a duly executed and admissible contract ticket, and seeing also that by the last-mentioned section all directions contained on the face of the ticket are directed to be obeyed as if set forth in the Act, I think no passenger could succeed.

THOS. S. DUNCAN,

Crown Solicitor.

Christchurch, 21st November 1873.