

1877.

NEW ZEALAND.

IMMIGRATION TO NEW ZEALAND.

(LETTERS FROM THE AGENT-GENERAL.)

Presented to both Houses of the General Assembly by Command of His Excellency.

SCHEDULE OF CORRESPONDENCE.

No.	Date.	Subject.	Page.
1876.			
1	May 17	<i>Re</i> claims of Messrs. Sloman and Mr. Kirchner for compensation. The immigrants by the "Fritz Reuter" should not be recognized by the Government ...	1
2	May 26	<i>Re</i> report on "Otaki," and communication with single women's compartment ...	2
3	June 8	Reporting with reference to "Johnson's patent berths" ...	3
4	June 26	<i>Re</i> "Salisbury," Despatching Officer will in future furnish special report on bulk-heads... ..	4
5	July 5	<i>Re</i> reducing his department	5
6	July 6	Reporting arrangements made with reference to new contract with New Zealand Shipping Company	5
7	July 25	Extra stores placed on board the "Orari." Messrs. P. Henderson and Co. agree to new contract	6
8	July 25	Has received revised copies of New Zealand Shipping Company's contract. Notes difference in some particulars	7
9	August 4	Has declined paying Mr. Kirchner's claim in connection with immigrants by "Fritz Reuter"	7
10	August 24	Further, with reference to Mr. Kirchner's claims, will submit questions to Mr. Mackrell for legal advice	9
11	September 1	Forwarding further memoranda <i>re</i> Messrs. Sloman's claims	16
12	September 28	Forwarding correspondence with Messrs. Sloman respecting a penalty of £500 inflicted on them for breach of contract in case of the "Terpsichore"	21
13	October 27	Explaining with reference to English emigrants being shipped from Glasgow	22
14	October 27	Forwarding letter from Mr. Mackrell advising him with regard to Mr. Kirchner's claims	22
1877.			
15	January 8	Further with reference to claims of Messrs. Sloman, Mr. Mackrell, and Mr. Mathei	23
16	January 8	Remarks with reference to contract with the New Zealand Shipping Company, dated 16th November, 1876	23
17	January 9	What demand is there in the colony for trained hospital nurses?	24
18	January 10	Returns showing the numbers of emigrants sent to the several ports in the colony	24
19	January 12	Correspondence with Mr. Galbraith. The Albion Company decline the Clyde business	26
20	January 12	Despatching Officer's remarks upon alterations in the charter-party	28
21	January 12	Detailing arrangements made for reducing the expenses of the agency	30
22	February 5	Information respecting the Belfast agency. Mr. Ottywell might take over the duties	33
23	February 7	Information respecting the Scotch agency. Mr. Ottywell appointed agent	35
24	February 7	Stating arrangement made with Mr. Hill for closing the Blackwall depôt	38
25	February 7	Explaining with reference to the statement of the Shipping Company that English emigrants were shipped from the Clyde	41
26	February 9	Has reduced the office accommodation and rent	43
27	February 6	Report by Despatching Officer upon Douglas's boat-lowering apparatus	43
28	February 10	Further letters from Messrs. Sloman and Mr. Kirchner	45
29	February 16	Reporting result of investigation into charges of the alleged improper use of Mr. Moore's agency for obtaining surgeons for emigrant ships	46
30	February 16	Captain W. Brown's offer to bring emigrants from New Brunswick	49
31	February 19	Statement showing comparative cost of despatching Irish emigrants from London, Plymouth, and the Clyde	50
32	March 6	Has submitted Captain W. Brown's offer to bring emigrants from New Brunswick to the Emigrant and Colonist's Aid Corporation	52
33	March 6	Will endeavour to comply with Mr. Rolleston's request, and send single women to Canterbury	52
34	March 6	Reporting interviews with Mr. Pritchard and others with reference to proposed special settlement in Auckland	53
35	March 8	What demand is there for rabbit-trappers?	55
36	April 4	Desires to be informed of immigration order for ensuing year	55
37	April 17	(Telegram.) Messrs. Sloman agree to take £9,500, and Mr. Kirchner £500	55
38	April 18	Instructions have been given with reference to complaints made in the case of the "Rangitikei"	55
39	April 30	Reporting final settlement of claims of Messrs. Sloman and Mr. Kirchner. Legal opinion by Messrs Mackrell and Co. enclosed	56
40	May 7	Has not heard further from Mr. Pritchard with reference to proposed special settlement in Auckland	65
41	May 9	With reference to the refusal of the Albion Company to take up the Clyde emigration contract on the same terms as the New Zealand Shipping Company	65

1877.

NEW ZEALAND.

EMIGRATION TO NEW ZEALAND.

(LETTERS FROM THE AGENT-GENERAL.)

Presented to both Houses of the General Assembly by Command of His Excellency.

No. 1.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 377.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

17th May, 1876.

SIR,—

In the paragraph of my letter of the 18th February (No. 123), which referred to the subject of Continental emigration, I informed you that claims for compensation, which I considered wholly inadmissible, had been put forward by some of the German contractors, and intimated to you my determination to resist those claims. I had hoped by this date to have been able to inform you by telegraph that all such questions had been satisfactorily concluded. But as, contrary to my expectation, proceedings are still pending, I think it may be well to lay before you, for the information of the Government, a somewhat detailed statement of the circumstances connected with the conclusion of the various contracts, my engagements under them, and the claims that were in my opinion unduly advanced in consequence.

2. You will remember that when I took over the Queensland Government contract in 1874, it was on the express understanding that the contractor, Mr. Sloman, should complete it within eighteen months from the date of its assignment to me, the period of its completion determining on the 14th of November, 1875. Had that contract been duly completed, I was under an engagement consequent thereupon to enter into a new contract with Mr. Kirchner, by which he should be bound to select and ship 4,000 emigrants during three years from the date of the fulfilment of the Queensland contract; and Mr. Kirchner was to be bound under this agreement to arrange for passages in Mr. Sloman's ships. But my arrangement with Mr. Kirchner was made strictly contingent on the conclusion by Mr. Sloman of the transferred Queensland contract in due time. During the period of the fulfilment of the Queensland contract, I agreed to give Mr. Kirchner a fixed salary of £400 a year. After the conclusion of the Queensland contract he was to receive, under my consequent new arrangement with him, in lieu of salary, a fixed commission of £1 per approved statute adult.

3. When Sir Julius Vogel's general instructions concerning the conduct of emigration were issued in April, 1875, Mr. Kirchner was at once duly informed, and soon afterwards accompanied me to Switzerland, the Tyrol, and Italy, for the express purpose of informing his various local agents that I could not guarantee free emigration continuing after the close of the current season, which would end with the freezing of the Elbe.

4. The season came to an end, and the Queensland contract had not been completed within the time specified, the 14th of November.

5. On the 7th of February, I advised the several parties concerned of the total stoppage of free emigration from the Continent. I subjoin a copy of my telegram to that effect. They immediately professed to have promised free passages to some 3,000 emigrants, and to have engaged shipping from Mr. Sloman for that number in advance. This was, on the face of it, such an obvious conspiracy to force the Government to carry on free emigration contrary to its expressed policy, that I at once determined to enforce my strict rights under the several agreements. Accordingly I refused to accept any emigrants to whom free passages had been promised, unless they had been actually accepted and approved by Mr. Kirchner himself, in accordance with my instructions to Agents, declining to recognize the action of his local agents. Mr. Kirchner at first said he thought he had engaged 500, but could furnish neither list nor certificates. A little later, the number rose to 1,000. A few days subsequently, he stated that between the sailing of the "Gothenburg" in December and the 20th of January, he had ordered his agents to engage 1,500, and that shipping must be provided for that number. Finally, upon examination of the documents, I discovered that not one of the alleged number had been really approved by Mr. Kirchner, and I accordingly decided not to accept any one of them.

1—D. 2.

6. Mr. Sloman at this time insisted that Mr. Kirchner had already chartered two of his vessels, and that he had directed him to have ten more in readiness. When Mr. Sloman made default in the Queensland contract, I gave him notice at the end of December that I could not extend the period of its completion; that it had in fact lapsed; and therefore that the other agreement, contingent upon the completion of that contract, had never come into force. Mr. Sloman's object was, if I had condoned the default, to plead that, the Queensland contract having been completed, the proposed consequent arrangement with Mr. Kirchner should at once come into operation.

7. There being absolutely no contract at the end of the year between the Government of New Zealand and Mr. Sloman, I could, after that date, only consent to charter vessels from him on special agreements quite outside of the Queensland contract. Mr. Kirchner had been previously instructed not to charter any vessels.

8. The case is now exceedingly simple. Mr. Kirchner and his agents have been obliged to admit that the 416 emigrants now on their way to the colony in the "Fritz Reuter," and who were, in the end, ordered to be sent at their expense by the German Government, constitute the entire number to whom free passages had been promised by them, so that all their engagements in regard to free emigration have been actually fulfilled. Mr. Kirchner, again—his agreement, owing to the non-fulfilment of the Queensland contract, not having come into existence—has no claim to have any emigrants sent out under it. As I have shown in the preceding paragraph, I was under no obligation to Mr. Sloman, by reason of the non-fulfilment of his agreement with me. The only question, therefore, that now really remains is the question of payment of the passage money of the 416 emigrants sent by the "Fritz Reuter," to which I shall most willingly agree, and would at any moment agree, on receiving a full discharge from all claims against the Government on the part of Mr. Kirchner, Mr. Sloman, and all parties concerned.

9. With regard to those 416 emigrants, I desire particularly to guard the Government against receiving them as if they were immigrants selected by the Agents of the Government, or sent out under its authority; or as if, in fact, they stood in any other relation towards it than that of immigrants sent out by Messrs. Sloman at their own cost and risk. While it will be impossible for the Government to prevent them landing, Messrs. Sloman's agents should be held strictly responsible for all expenses that may be incurred in connection with their arrival. It may be that the Government shall see no objection to their being settled on the lands of the Emigrant and Colonist's Aid Corporation, as suggested in my letter of the 10th instant. I threw out this suggestion, having become aware that the Corporation were, without any authority from me, in communication with Mr. Kirchner to secure them for their settlement; and I have no reason to object to their doing so, the circumstances being clearly understood between all parties.

10. In conclusion, I may state that I should have written on this subject previously, but that I had hoped, as I have already said, long before the present date, to have been able to inform the Government of the settlement. I see no reason to doubt that it must, whatever may be the further delay, be ultimately settled in the sense I have indicated.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
I. E. FEATHERSTON,
Agent-General.

Enclosure in No. 1.

FEATHERSTON to R. SLOMAN, Hamburg.

"SHAKESPEARE" arrived. Free emigration stopped both from England and Continent. Applicants already accepted by Kirchner will be sent, but all others must pay their own passages. The German Government, in consequence of inquiries it is making, will be advised of this change.

No. 2.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 406.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
26th May, 1876.

SIR,—

I have the honor to acknowledge the receipt of your letter No. 56, dated 7th March, 1876, forwarding copies of the following documents relative to the "Otaki," which vessel, you inform me, arrived at Lyttelton upon the 8th February, viz.:—1. Immigration Commissioners' report. 2. Surgeon-superintendent's report. 3. Certified list of births and deaths.

The Commissioners remark that "all the compartments were exceedingly clean, the light and ventilation ample, and the fittings satisfactory;" also, that "the provisions were of good quality, and no complaints were made."

The remarks in your letter and in clause 3 of the surgeon-superintendent's report, recommending "direct communication between the single women's compartment and the poop," in order to "prevent the necessity of their going on to the main deck," has engaged my careful attention, and I enclose a report on the subject from my Despatching Officer. Having regard to the difficulties in the way of carrying out the recommendation suggested by Mr. Smith, I think it right to refer the matter to the Government for reconsideration, before giving any instructions thereon.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
WALTER KENNAWAY,
(for the Agent-General, and in his absence).

P.S.—Since the question of opening “direct communication between the single women’s compartment and the poop in all vessels” was referred to the Despatching Officer for his report, your letter No. 101, dated 7th April, 1876, has been received. I observe that the Government has re-considered the question and cancelled the instruction contained in your previous letter on this subject. I have now given instructions, in accordance with your altered instructions, that the communication referred to is to be made “where practicable, without cutting into the decks.”—W. K.

Enclosure in No. 2.

25th May, 1876.

Re letter, No. 56, 7th March, 1876, recommending that direct communication between the single women’s compartment and the poop should be arranged for in all emigrant vessels for the future. Wherever it has been practicable I have arranged for direct access to the poop from the single women’s compartment, and if the Government require it, it must of course be carried out in all ships; but it is right that I should state that in the majority of cases there would be great difficulty in doing this, and the result would be practically to prohibit the carrying of cabin passengers in any emigrant ship, and in many instances the owners would refuse to allow the poop decks of their ships to be cut for the purposes of a companion hatch.

EDWARD A. SMITH, R.N.,
Despatching Officer.

No. 3.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 423.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

8th June, 1876.

SIR,—

I have the honor to acknowledge the receipt of your letter No. 67, dated 8th March, 1876, forwarding copy of a letter addressed by Mr. Thomas Johnson, patentee of the new plan for berths on board ship, to the Superintendent of Canterbury, and transmitted to you by his Honor. Mr. Johnson’s plan has already engaged my attention, and since the receipt of your letter I have desired my Despatching Officer to report thereon for the information of the Government. From his report (enclosed herewith) it appears that the adoption of Mr. Johnson’s plan would entail an additional expense of from 4s. to 5s. per head, besides necessitating a more liberal allowance of space than is provided for under the existing contract. You will observe also that in Mr. Smith’s opinion the adoption of this plan would, in some vessels, increase the difficulty of lighting and ventilating the between-deck satisfactorily. Dr. Husband (one of our oldest surgeons) is on the point of proceeding to Adelaide as surgeon-superintendent of the “Hydaspes,” which ship has the whole of the lower deck fitted with this patent for the accommodation of married people. My Despatching Officer has requested Dr. Husband, who himself is doubtful as to the advantages of the patent, to report on his arrival at Adelaide fully his opinion with regard to it. At present, however, I do not think that the advantages to be derived from the system are sufficiently decided to enable me to recommend its general adoption.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
WALTER KENNAWAY,
(for the Agent-General, and in his absence).

Enclosure in No. 3.

Mr. E. A. SMITH to the AGENT-GENERAL.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

25th May, 1876.

SIR,—

In reference to your instructions that I should report on the new plan for berths patented by Mr. Thomas Johnson, some of which were fitted in the “Lady Jocelyn,” and reported on favourably, and some in the “Carisbrooke Castle,” I beg to state that a few of the married people’s berths in those ships were, by your authority, fitted on Mr. Johnson’s plan, the Government paying the difference of cost and Mr. Johnson’s royalty. The objection to these berths on the part of the charterers is the difference in the cost, amounting, I believe, to about 4s. or 5s. a head. The plan is, in my opinion, very ingenious, but I should fear its getting out of order on the voyage. The berths require more superficial space than provided for even under the present charter-party, and to insure perfect lighting and ventilation the ships would require side-scuttles specially arranged and carried higher up than they are ordinarily fitted.

The Agent-General for New Zealand.

I have, &c.,
EDWARD A. SMITH, R.N.,
Despatching Officer.

No. 4.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 461.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

26th June, 1876.

SIR,—

I have the honor to acknowledge the receipt of your letter No. 99, of 6th April, transmitting the official reports, &c., relating to the ship "Salisbury." With reference to the point on which you specially remark—namely, the flimsy character of the bulkheads dividing the hold from places accessible to the crew at night, I herewith enclose the report of the Despatching Officer, who is responsible in these matters. In accordance with your instructions, he has received directions to furnish me for the future with a special report upon the condition of the bulkheads separating the hold from places accessible to the crew and emigrants in each ship. The report to be sent in previous to the embarkation of the emigrants, and in sufficient time to enable the alterations to be made, if thought necessary. Clauses such as you mention in your letter respecting regular practice in fire-drill will for the future be inserted in the instructions given to captains and surgeon-superintendents.

I enclose copy of report from the Despatching Officer recounting the measures which have been taken with regard to boat and fire drill on board the emigrant ships despatched by me to New Zealand.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

W. TYRONE POWER,
Agent-General.

Enclosure 1 in No. 4.

Mr. E. A. SMITH to the AGENT-GENERAL.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

8th June, 1876.

SIR,—

With reference to the report No. 99, of 6th April, 1876, of the Hon. the Minister of Immigration on the "Salisbury," calling attention to "the flimsy character of the bulkheads dividing the hold from places accessible to the crew at night, resulting in the broaching of the cargo at the imminent risk of the lives of all on board," &c., &c., and to your instructions that I should make a full report to you thereon, I beg to state that the "Salisbury," as in the case of all ships chartered by you for the conveyance of emigrants fitted out in the port of London, was stowed under my superintendence, the stowage of the cargo being daily inspected either by myself or by one of my assistants, who report daily to me what has been done on board the several ships they may have visited. The whole of the wines, spirits, &c., carried as cargo in the "Salisbury" was stowed in the after-hold, blocked off by a bulkhead of cargo (bales, &c.), and could only be got at by pulling down a lot of that cargo, involving the work of hours. The bulk of the medical comforts, wines, spirits, and beer, as well as the like articles supplied for the cabin, was in the after-part of the between-decks, separated from the single women's compartment by a double bulkhead, against which the after block of single women's berths was built; a portion was in a store cabin in the cuddy, and the remainder (beer), for which there was not sufficient room in those places, was stowed in the square of the after-hatchway, and the only access thereto for the crew was by going down the after-hatch, which was fitted with strong hatches, secured by a strong iron hatch bar and a good lock; and to gain access thereto the sailors must have passed through the married compartment, and could not have got into the hold without the knowledge and connivance of those berthed in that compartment. Access to the hold in the fore-part of the ship was only into the coal-hole, and there was a strong bulkhead separating the coal-hole from the rest of the hold. Next to this aft was the water and salt provisions, and then cargo was stowed close up to the deck, nearly as far as the main hatchway. As it appears clear that some beer was pillaged, it must have been by the crew getting down through the main or after hatch at the medical comforts, and if proper watch had been kept by the constables this should not have been possible, as by the regulations a light should be kept burning at each hatch during the whole of the night, making it impossible to get at the hatches without being seen. Of necessity, a portion of the medical comforts (beer) must be kept accessible. If there is connivance at the removal of the hatch bars and hatches, it is a matter of small trouble after that to open a door of a bulkhead in the hold, let that bulkhead and lock to the door thereof be made as strong as possible. I feel confident, from the manner in which the cargo was stowed, that none of the cargo, beer, wine, or spirits could have been pillaged; and I can assure you that the very greatest care is taken in the blocking of all beer, wines, and spirits in all ships; in fact, no greater care could be taken, except by building a strong iron-lined bulkhead. To insist upon this in every ship would involve very considerable expense; still it can be done if I have your authority for insisting upon it.

I append a draft of the stowage of the hold of the "Salisbury," handed to me when I despatched the ship, and copies of letters and memoranda received from Captain Ashby, ship's husband, Mr. Anderson, cargo-superintendent of the New Zealand Shipping Company, and from Captain Davis, ship's husband of the Merchant Shipping Company, owners of the "Salisbury," in reply to my inquiries relative to the stowage of that ship's cargo.

I have, &c.,

EDWARD A. SMITH, R.N.,
Despatching Officer

The Agent-General for New Zealand.

Enclosure 2 in No. 4.

Mr. E. A. SMITH to the AGENT-GENERAL.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

8th June, 1876.

SIR,—

With reference to the report No. 99, of 6th April, 1876, of the Hon. the Minister for Immigration on the "Salisbury," relative to the neglect of boat and fire drill on board that ship, and to your directions that I should inform you what steps I have taken to insure those very necessary measures being carried out on board ships chartered by you, I beg to inform you that, in conformity with your instructions, notices (copy of which is enclosed) are posted in the between-decks in each compartment, and the attention of the captain and surgeon is specially called thereto by me before the vessel is despatched.

I also, in conjunction with the Emigration Officer under the Passenger Act, see that the crew are all told off to boat and fire stations after the general muster of the crew by the ship's articles. I always require the chief officer to have two copies of boat and fire stations written out, one for his own use, the other to be posted in the fore-castle; and the Emigration Officer supplies each captain with a "Copy of Suggestions to Masters of Emigrant Ships respecting Boats and Fire at Sea," issued formerly by the Emigration Commissioners and now by the Board of Trade, a copy of which is also enclosed.

I have, &c.,

EDWARD A. SMITH, R.N.,

Despatching Officer.

The Agent-General for New Zealand.

No. 5.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 500.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

5th July, 1876.

SIR,—

I have the honor to acknowledge the receipt of your letter No. 127, of 5th May. Referring to that portion relating to the reduction of the staff of this department, my predecessor has already communicated to you on the subject of dispensing with the services of Mr. Ottywell.

For the purpose of carrying into effect the reductions indicated in the Premier's telegram of April 21st, notices were also served on four clerks in the Emigration Department that their services would not be required after the 31st July, but on their representing, in reply, that three months' notice was due to them, I referred the papers relating to their engagements, which were made in 1873 and 1874, to Messrs. J. Mackrell and Co. for their opinion on the point so raised. Messrs. Mackrell have advised me that although there is no settled law upon the subject, yet they think that a jury would consider that the clerks in question were entitled to a three months' notice. I have, therefore, thought it expedient to act in accordance with the solicitors' advice, and have given a three months' notice from the 30th June.

In order that all the emigrants ordered for the year should, in accordance with your instructions, arrive in the colony before the end of February next, it will be necessary to despatch a vessel, on the average, once a week. This will cause a pressure of work in the Emigration Department during the next four months which will fully admit of the services of the whole of the present clerical staff being utilized to the advantage of the public service. In connection with the subject of this letter, I think it right to express my opinion that if the number of emigrants sent out should continue to be limited to that ordered for this year, a reduction might be made without disadvantage in the number of special Emigration Agents now employed by the Government.

At present, there are Mr. Holloway, Mr. and Mrs. Burton, in England; and Mr. Cochrane, at Belfast. As regards England, it appears to me that it would be sufficient to retain Mr. Holloway, whose connection with the National Labourers' Union will probably always prove of value. From my own personal observation, a special Agent stationed at Belfast is not in a good position to obtain suitable emigrants, and now that a large number of Irish emigrants have become resident in New Zealand, it will be found that there will be but little difficulty in keeping up a constant stream of emigration from Ireland by using the ordinary means, such as advertising, local agencies, &c. I may mention that Mr. Turbitt, local Agent in the North of Ireland, is in the habit of obtaining a larger number of emigrants for New Zealand than that selected through the Belfast agency.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.W. TYRONE POWER,
Agent-General.

No. 6.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 519.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

6th July, 1876.

SIR,—

Referring to that portion of your letter No. 127 which relates to the shipping arrangements made by the Government in the colony, I have already informed you that, in consequence of the non-receipt of your telegram of April 28th, arrangements were entered into with Messrs. P. Henderson, in accordance with the instructions contained in the Premier's telegram of April 21st, which stated

that "the terms of the present contract except rate" remained in force. I have now advised Messrs. Henderson that certain modifications have since been made, and that I shall request them to accept the charter-party in its amended form. The draft of the formal agreement with the New Zealand Shipping Company which you forward has been carefully examined, and I have to call your attention to the following points in connection therewith:—

Three ships, the "Waitangi" for Canterbury, the "Invercargill" for Otago, and the "Waimea" for Wellington, have already been despatched, and stores were placed on board sufficient to meet requirements of the old dietary scale, and payments have been made on account of the passage moneys in accordance with the rates mentioned in the telegram of April 21st. The agreement, however, having been made in the colony, it will be open to the Government and the New Zealand Shipping Company to make such arrangements as they may think fit before making payment of the balance of the passage moneys of the "Waitangi" and "Waimea."

A question has arisen in connection with the alterations made in the dietary scale. Nearly one thousand emigrants have been accepted and have paid their outfit moneys, having been virtually assured that they will be victualled during the voyage in accordance with the dietary scale set forth in the conditions (copy attached) which are sent out to every intending emigrant. Having in view the probable discontent which would arise when the emigrants discovered that this dietary scale is reduced, I felt that I had no alternative but to keep faith with these people on behalf of the Government, and to arrange that the ships sailing up to the end of August should adhere to the dietary scale hitherto in force. This I shall probably effect by adhering, as far as the Shipping Company is concerned, to the agreement made with them, and by placing on board at the expense of the Government such extra stores as under the circumstances may be required.

As regards the ships sailing after August, and for which a large number of application forms with the attached conditions have been already issued, I intend to send to every emigrant, when approved, a notice that a passage is offered to him subject to the dietary scale being altered, and shall also furnish him with a copy of the amended scale.

I have directed the Despatching Officer to prepare a careful report on the alterations made in the charter-party, and I shall forward a copy to you so soon as he has prepared it, when I shall probably make some further observations on the matter. I may mention, however, that in the new dietary scale the quantity of two articles (suet and raisins) is less than that required by the provisions of the Passengers Act—namely, 3 oz. and 4 oz. respectively, in lieu of 6 oz. and 8 oz. I will, however, see that this deficiency is made good.

Again, in the draft of the formal agreement forwarded by you, Schedule D, being list of medicines, is struck out without any substitute. I have obtained, however, from the Manager of the New Zealand Shipping Company a copy of the agreement as finally printed in the colony, in which I find an amended list of medicines attached. On examination I find that in many items it does not meet the requirements of the Board of Trade's medical scale for passenger ships. I must, therefore, make up the deficiency by placing on board, at the expense of the Government, the extra medicines, &c., required.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

W. TYRONE POWER,
Agent-General.

No. 7.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 556.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
25th July, 1876.

SIR,—

Referring to my letter No. 519, of the 6th instant, respecting the steps taken by me as regards the shipping arrangements, I have the honor to inform you that I have caused extra stores to be placed on board the "Orari," which has sailed for Auckland with emigrants, so as to meet the requirements of the old dietary scale, and have informed the captain of that vessel that such proportion of surplus stores as are due to the Government must be handed over to the immigration authorities in the colony. Extra medical stores were also put on board the same ship for the purpose of meeting the requirement of the Passenger Act, and were packed in a separate case, and such portion as is not used is also to be handed over to the immigration authorities. Similar arrangements will be made as regards the vessels despatched from London up to the end of next month, after which the new dietary scale will be put into operation, with the exception of the items "suet" and "raisins," extra quantities of which will have to be put on board in order to meet the requirements of the Passenger Act. On communicating with Messrs. P. Henderson and Co., that firm expressed their willingness to agree to the new form of charter-party, but proposed, as regards the extra stores required for the ships up to the end of August, that, to avoid complication, they would put on board the extra stores required, and charge the rate mentioned in the Premier's telegram of April 21st instant—namely, £13 17s. 3d. per adult, and £7 16s. for children between one and twelve years old. As this arrangement would be more advantageous to the Government than placing the stores on board at their own expense, I have thought it right to adopt the same.

As in the case of the London ships, the new dietary scale will come in force for ships sailing after next month, with the exception already mentioned.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

W. TYRONE POWER,
Agent-General.

No. 8.

The AGENT-GENERAL to the HON. the MINISTER for IMMIGRATION.

(No. 558.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

25th July, 1876.

SIR,—

I have the honor to acknowledge receipt of your letter No. 138, of 1st June, together with parcel of revised copies of the contract with the New Zealand Shipping Company, some of which I have, in accordance with your request, handed to the Manager of the Company. I note that there is a difference in the list of small stores, &c., as compared with that attached to the initialled contract transmitted with your letter No. 127, of May 5th; this, however, I had already made good, having been supplied with a revised copy by the Manager of the Company, received by him by the last Suez mail.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

W. TYRONE POWER,
Agent-General.

No. 9.

The AGENT-GENERAL to the HON. the MINISTER for IMMIGRATION.

(No. 615.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

4th August, 1876.

SIR,—

I have the honor to inform you that, on the 29th of June, I received a letter from Mr. William Kirchner, hitherto employed as Emigration Agent for the colony on the Continent, forwarding, with the usual vouchers, his claim for salary and allowances for the month of June, together amounting to the sum of £46 10s. 3d. At the same time Mr. Kirchner reminded me that a claim which he had made against the Government for £378 4s. in connection with the emigrants despatched by the ship "Fritz Reuter" remained unsettled, and requested that I would recoup the amount to him.

Aware that my predecessor had distinctly refused to recognize the emigrants despatched by the "Fritz Reuter" as Government emigrants, and that the question of their ultimate disposal was referred by him to the Government in his letters of the 10th May, No. 364, and of the 17th May, No. 377, I have taken no notice of Mr. Kirchner's request for a settlement of his claim on this account. But it seemed to me that the time had come when it was necessary to consider the whole question of his relation to the Government and to this department. My predecessor had, at the time of the despatch of the "Fritz Reuter," informed him that his powers as Agent had ceased, and that his services were only continued for the purpose of winding-up the affairs of the agency. On inquiry I found that at the time when his letters reached my hands there were really no further functions for him to discharge. My predecessor had, as you are already aware from his correspondence, especially his letters of 17th May above referred to, and 29th May, No. 382, viewed with grave suspicion and some indignation Mr. Kirchner's proceedings at the time of the despatch of the "Fritz Reuter," and in connection with the claims made upon him in regard to German contracts in general. I felt I should not be warranted in continuing his services, even on the footing on which for the last few months he had been recognized by Dr. Featherston, with the knowledge that there were now no longer any duties for a Continental Emigration Agent to discharge. Aware also, and knowing that Mr. Kirchner was aware, of the reference made to his case as one proper for special consideration and compensation in the paragraph relating to German contracts in Sir Julius Vogel's despatch to the Agent-General of 30th April, 1875, I determined, having taken the advice of the solicitors to the Government, to decline to continue any further payment of his salary as Agent, and to call upon him to submit any claim he might have for compensation under the circumstances. I enclose copies of my subsequent correspondence with him, and have to request your instructions on the subject.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

W. TYRONE POWER,
Agent-General.

Enclosure 1 in No. 9.

The AGENT-GENERAL to Mr. W. KIRCHNER.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

12th July, 1876.

SIR,—

I have to acknowledge the receipt of your letter of the 27th of June, enclosing an account for salary and expenses for the month of June, amounting to £47 0s. 3d., and directing my attention to the fact that an account rendered by you to my predecessor, the late Dr. Featherston, on the 17th April, for disbursements amounting to £378 4s. 0d. in connection with the ship "Fritz Reuter," has not been settled. I have delayed replying to your letter in order to inquire into the circumstances of both these claims. In regard to the latter, I am informed that Dr. Featherston never recognized the emigrants despatched by the "Fritz Reuter" as Government emigrants, and that an action at law is now pending in consequence, at the suit of Messrs. Sloman. I have to add that, on inquiry, I have ascertained that all business connected with Continental emigration having now for some time past completely terminated, there are no longer any duties attached to the office of Agent held by you. Under the circumstances, I do not feel that I should be warranted in continuing further payment of salary on this account, or in recognizing you as occupying that position. I have to add that I should feel it my duty to forward, for the favourable consideration of the Government, any claim to compensation you may consider yourself entitled to, and, in view of the fact that the Colonial Parliament is at present in session, would suggest your making same with as little delay as possible.

I have, &c.,

W. Kirchner, Esq., Wiesbaden.

W. TYRONE POWER,
Agent-General.

Enclosure 2 in No. 9.

Mr. KIRCHNER to the AGENT-GENERAL.

SIR,—

Wiesbaden, 17th July, 1876.

I have the honor to acknowledge the receipt of your letter of 12th instant, and regret to hear that the emigrants by the "Fritz Reuter" have not yet been accepted as Government emigrants, an action of law still pending at the suit of Messrs. Sloman and Co. I suppose, therefore, that the repayment of my disbursements of £378 4s. will depend upon the issue of this action. With regard to my account for salary and expenses for last month amounting to £47 0s. 3d., I may mention that the business connected with Continental emigration has not ceased altogether. I have received and answered a good many inquiries about New Zealand, and have had considerable correspondence with parties in Germany, Scandinavia, and Italy, who state that their relatives in New Zealand had arranged with your Government for their free passages to the colony, &c., &c. I never received notice from you to close this agency; on the contrary, the late Dr. Featherston wrote me, in a letter dated Brighton, 17th April, 1876, "It may be necessary that you should continue to act for the purpose of winding-up the agency." I, therefore, kept on the establishment until further instructed. As you have expressed your wish to close the agency entirely, I intend to give up my office and discharge my people at the end of this month. As they are entitled to a month's notice, I shall have to pay for this and next month. I trust, therefore, that you will acknowledge the fairness of my receiving (besides my account of £47 0s. 3d.) my salary and expenses for this month as well as August. Respecting the non-fulfilment of the contract for the selection and shipment of 4,000 adults, for which I was to have been paid a commission of £1 per head, the late Dr. Featherston had already communicated to me Sir Julius Vogel's promises of a fair compensation to be made to me. On the faith of the above contract, and the assurance that the Continental emigration to New Zealand would assume a permanent character, I left the service of Queensland, in which I had been employed for upwards of eight years.

I have the honor now to submit my claim for compensation at two thousand six hundred and forty pounds, viz.,—

For compensation to sub-agents, with whom I have already entered into agreement to supply the 4,000 emigrants and for expenses of printing and advertising already incurred	£640
One-half the commission I would have been entitled to upon the fulfilment of my agreement	2,000
In all	£2,640

I have, &c.,

W. KIRCHNER.

The Agent-General for New Zealand, London.

Enclosure 3 in No. 9.

The AGENT-GENERAL to Mr. KIRCHNER.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

27th July, 1876.

SIR,—

I am in receipt of your letter of the 17th instant. Deferring for the present my reply on the other topics to which it refers, I wish to know what proof you are in a condition to give of your having incurred a liability on account of advertising and agencies amounting to £640, in anticipation of the conclusion of the contract for 4,000, referred to in my predecessor's letter of 12th March, 1874. I should wish to be able to forward such satisfactory proof as you can give me of this somewhat large expenditure, for the consideration of the Government.

I have, &c.,

W. TYRONE POWER,
Agent-General.

W. Kirchner, Esq., Wiesbaden.

Enclosure 4 in No. 9.

Mr. KIRCHNER to the AGENT-GENERAL.

Wiesbaden, 30th July, 1876.

SIR,—

I have the honor to acknowledge the receipt of your letter of 27th instant, and have to state, in explanation to the amount claimed as compensation to my sub-agents that, on the strength of Dr. Featherston's contract with me for 4,000 adults, I entered into arrangements with sub-agents on the Continent to procure applications from suitable emigrants at a certain commission. About 1,500 adults had already applied last year to be shipped to New Zealand in the spring of this year, and of whom 558 adults had already been accepted before the telegram stopping Continental emigration had come to hand. Of this number, 416 adults I was compelled to ship by the "Fritz Reuter," and to pay my agent the full commission of 6,240 marks, which amount is included in my account of disbursements still owing by you. I succeeded in getting rid of the other emigrants, but consider that my agents are entitled to compensation for not only work actually performed, but for expenses in advertising and printing in anticipation of the 4,000 emigrants to be procured. In estimating the amount of such compensation at £640, I considered it a fair and reasonable charge. I have not been in a position yet to come to a settlement with my sub-agents, and asked for time until I could communicate with the Colonial Government. You will, of course, receive the proper vouchers for all payments I shall have eventually to make in this matter. I have still the honor to bring again under your notice the many applications which I receive from emigrants who have been ordered by their friends in New Zealand. Although you have written direct to some of the people stating the time they have to be in London, they are so inexperienced that they do not know how to proceed; others not having heard from you at

all, I suspect that the letters to them were not sufficiently accurately addressed. I do not like the confidence of the German emigrant shaken in the faith of the colony, and shall be very happy to assist you in forwarding all ordered emigrants over to London without asking any remuneration from you for such work.

The Agent-General for New Zealand, London.

I have, &c.,
W. KIRCHNER.

No. 10.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 635.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
24th August, 1876.

SIR,—

In continuation of my letter of 4th August, No. 615, concerning the claim made by Mr. Kirchner, late Agent of this department for emigration on the Continent, to compensation from the Government, I have the honor to enclose you a copy of a letter I have received from him, rendering "final accounts in closing the German agency for New Zealand." I propose to submit the letter to Mr. Mackrell for legal advice, with a view to fixing definitely the termination of Mr. Kirchner's agency. I also forward for the information of the Government a further memorandum, embodying so much of the lengthened correspondence connected with the closing of foreign emigration as bears upon the claim preferred by Mr. Kirchner for compensation. A similar statement in regard to Mr. Sloman's claim will be forwarded by next mail, which will, I trust, complete the correspondence, so as to enable the Government to arrive at a definite conclusion in regard to those claims.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
W. TYBONE POWER,
Agent-General.

Enclosure 1 in No. 10.

Mr. W. KIRCHNER to the AGENT-GENERAL.

SIR,—

Wiesbaden, 17th August, 1876.

Referring to my respects of 17th ultimo, I have now the honor to send you final accounts in closing the German agency for New Zealand, amounting in all to £93 7s. 10d. My clerk and messenger were entitled to one month's notice, and were, therefore, paid up as per enclosed receipts to the 31st instant, and I am entitled to make a similar claim for myself. I write you to-day in a separate communication respecting the applications of nominated German emigrants, who still hold promises for free passages from your Government, and I now repeat my offer of my best assistance in forwarding these people, if you can ship them over to London, without claiming any remuneration from you for my services in that matter.

The Agent-General for New Zealand, London.

I have, &c.,
W. KIRCHNER.

Enclosure 2 in No. 10.

MEMORANDUM for the AGENT-GENERAL, detailing the Correspondence bearing on Mr. Kirchner's Claim.

1. In the third paragraph of Dr. Featherston's despatch of the 17th May, No. 377, he says,—
"When Sir Julius Vogel's general instructions concerning the conduct of emigration were issued in April, 1875, Mr. Kirchner was at once duly informed, and soon afterwards accompanied me to Switzerland, the Tyrol, and Italy, for the express purpose of informing his various local agents that I could not guarantee free emigration continuing after the close of the current season, which would end with the freezing of the Elbe."

2. The following is the passage concerning German contracts in Sir Julius Vogel's general instructions of the 30th April above referred to:—"17. The introduction of the system of promissory notes points to the necessity of making some change in your arrangements for shipping Germans and Scandinavians. Apart from this necessity, while I do not deny the special excellence in some respects of those immigrants, I do not see why we should be unable to obtain from the United Kingdom the number of immigrants we require. The expenses of dealing with Germans and Scandinavians on their arrival in the colony, and the disadvantages arising in many cases from the foreign shipping arrangements, make me think that it would be better on the whole to end these contracts. I find that the Queensland Government came to the conclusion that emigrants from the United Kingdom were sufficiently available and suitable to render it unnecessary to send out Germans. You not only took up the Queensland contract, but you entered into an arrangement with Mr. Kirchner to give him a separate contract. I am unable to say what our legal position in the matter is, but I think that the question should be referred to our solicitor, Mr. Mackrell, for his opinion, and that, if necessary, Mr.

Kirchner should be compensated for giving up any claim that he may have. If the contracts were carried out, you would have to insist upon his exacting promissory notes from his emigrants, in the same manner as it is now proposed to exact them from emigrants from the United Kingdom. It would be intolerable that our own countrymen should have to pay for reaching New Zealand, while we were conveying foreigners thither entirely at our own expense. I need scarcely add that I do not propose you should take advantage of technical points to defeat any equitable claim Mr. Kirchner possesses; in brief, you must deal with him justly."

3. Under further special instructions from Sir Julius Vogel on the 26th of June, those given on the 30th April for discontinuing free emigration were withdrawn, and the Agent-General was informed that "there is no probability that the system of free or assisted immigration will be discontinued for a considerable period." At the same time the Premier told the Agent-General, "You must not consider that any portion of the letter of the 30th April is withdrawn, excepting as much as refers to the discontinuance of free immigration." That portion concerning German contracts therefore remained in full force.

4. In the fourth paragraph of Dr. Featherston's letter above referred to, he states—having already given general notice, while on the Continent, that foreign emigration would cease with the freezing of the Elbe—that "the season came to an end and the Queensland contract had not been completed within the time specified—the 14th of November."

5. On the 25th January of this year, the Agent-General received a telegraphic despatch from the Hon. Dr. Pollen containing the words, "Stop foreign emigration, except engaged and nominated." This injunction was repeated in a telegram of the Hon. Major Atkinson, of the 24th of February, in the words, "Send no more foreign ships." By another telegram received on the 5th of February, it was directed that all emigration should be discontinued to Auckland, Taranaki, Hawke's Bay, and Nelson, except to fulfil absolute engagements to emigrants or ships.

6. On the 7th of February, Dr. Featherston accordingly telegraphed to Mr. Sloman in the following terms:—"Shakespeare" arrived. Free emigration stopped both from England and Continent. Applicants already accepted by Kirchner will be sent, but all others must pay their own passages. The German Government, in consequence of inquiries it is making, will be advised of this change."

7. The correspondence with the German Consul here referred to was communicated to the Government in the Agent-General's despatch of the 7th March, No. 185.

8. Mr. Kirchner's correspondence contains ample evidence that he was fully aware, ever since the Agent-General's visit to the Continent, of the intended discontinuance of foreign emigration. Writing to Dr. Featherston not many weeks after his return, on the 18th of October, he says,—"I should be sorry to see Continental emigration stopped when the whole machinery has just been got into proper order, and your colony is attracting the attention of the best class of emigrants. The applications of late have been very numerous. In the Province of Uckermark (in Prussia) alone, more than 100 families intend proceeding to New Zealand in the spring, and are making sales of their little landed properties for that purpose. I must hope, therefore, that whatever the decision of your Government may be of putting an end to Mr. Sloman's contracts, that the promises made by myself and agents under your authority will be fulfilled." Again, on the 27th of November, he writes, "I notice that you expect shortly instructions with regard to the continuation of the Continental emigration. It is not at all my wish to force our emigrants on you, if you don't want them, but I should like to see those parties to whom promises have been made (and they are not few) duly forwarded, whatever the result may be. I am afraid from what Sloman mentioned to me, when last in Hamburg, that you would not get rid of him so easily. He said that you forced him to execute a losing contract, and that he must insist now on the execution of the new contract, particularly as he had purchased two large and expensive vessels at high prices on the strength of it. Should you unfortunately receive instructions to cease Continental emigration, you can reckon upon my best assistance in bringing Sloman to terms." But on the 13th of January Mr. Kirchner addressed a letter to the Agent-General in a very different strain, and which naturally excited his grave suspicion. He said, "Having received no further instructions from you, my agents are going on, as heretofore, accepting free passages for New Zealand. The favourable accounts received by every mail from Germans resident in the colony, have made a great stir here, and we have now sufficient applicants to fill the first six vessels. As the second vessel of the next season begins the new contract under the new charter, I should like very much to see one of your vessels despatched, more particularly to see together all the small stores which Mr. Sloman will be required to find, as described in schedule A, and of which stores our Hamburg ships have been hitherto rather deficient. I should, therefore, like to pay you a visit, if you have no objection." Mr. Kirchner accordingly came to London, and was here when the Hon. Dr. Pollen's telegram, already quoted, directing the stoppage of foreign emigration, was received. It was communicated to him. He was informed that its contents had been telegraphed to Mr. Sloman, and he returned to Germany with instructions to ascertain and report the precise extent of the Government commitments in regard to Continental emigration.

9. On the 20th of February, he wrote to the Agent-General:—"Since my return from London I have been investigating the extent of our obligations for free passages, and find that four ships at least must be despatched. None of the emigrants I tried could be persuaded to go to Queensland or South Australia. They insisted upon New Zealand, where most of them had friends and relations. The first two ships must be sent in April; the next can be possibly detained to the 25th May and the middle of June. I have been dreadfully worried by my agents for guarantees that the accepted passengers will be forwarded; my agents in Berlin are panic stricken, saying that wreck and ruin stare in their faces unless their promises are carried out. One of them was for rushing to Bismarck to implore his intercession through the Foreign Office, and I had the greatest difficulty in preventing it. I can just fancy with what zest and gusto our Chancellor would take up such a matter, and what an opportunity he would make of it to throw suspicion on all Australian emigration, warning the Germans from being 'deluded victims.' He would ransack our letters, agreements, and pamphlets, and our papers would be full of it for weeks to come. Sloman no doubt would also be involved; he has a wholesome dread of Bismarck, and, I think, would gladly cry quits of the remaining 3,000 emigrants,

if he were assured that the 1,000 to whom free passages are promised are to be forwarded. It may be possibly necessary for me to proceed shortly to the North in order to pacify some of my agents, and also to fix the exact extent of obligations; but before leaving I should like to have your answer to this, to produce, if necessary, to my agents. I should have liked to have reduced our liability to three ships or less; but it is no use giving any false hopes. Your Government ought to have given an earlier and longer notice. I frequently wrote about the increasing applications, and, although there was some uncertainty about foreign emigration, I expected at least a six months' notice, and not such a sudden pull up, particularly as winter is just the time for engagement of our emigrants, who require a longer time to prepare than yours, for they have to give a notice of three months to their employers to get permission to leave from Government, and generally have also a little landed property to sell. I shall be glad to get an early reply from you, and remain," &c.

10. The Agent-General at once replied to this letter by telegraph in the following terms:—"Impossible I can accept the liabilities you say you have incurred without myself examining each application, and verifying each acceptance by you. Send the necessary documents." He also wrote the following letter, in which the whole case, as it then stood, is carefully considered:—

"MY DEAR MR. KIRCHNER,—

"Brighton, 22nd February, 1876.

"I received your note of the 20th instant, this morning, and at once telegraphed that it was impossible that I could accept the liabilities you said you had incurred, without myself examining each application, and verifying the date of each acceptance by you. This telegram so clearly expresses my views and intentions, that it is only necessary for me to advert very briefly to the main points raised in your letter now under reply. You say that the New Zealand Government ought to have given an earlier and longer notice of their intention to discontinue free emigration, and to get rid of their German contracts; and further on you say that 'you expected at least a six months' notice, and not such a sudden pull up.' The following facts will show how far such a charge or complaint on your part is justifiable. Immediately on my arrival at Hamburg last June, I showed you a letter (if I did not give you a copy of it) addressed to me on the 30th April, 1875, by Sir Julius Vogel, then Premier of New Zealand, in which, under the heading 'Immigrants to give Promissory Notes,' he stated 'that the time has come when immigrants should pay some portion of their passage money.' Notices of this change were actually printed and issued on the 1st July, 1875, but were almost immediately withdrawn on receipt of advices from the colony that the proposed change was premature. But the Government, in the Official Handbook and in all other official announcements and publications, always in the most explicit manner announced that they reserved to themselves the right of at any time abolishing free passages, and reverting back to the system of cash payments or promissory notes. Of all this you were fully aware. It was with the view of warning and advising local agents of the probability or rather certainty of such a change, that I requested you to accompany me to Switzerland, the Tyrol, and Italy (and Mr. Glyn, your local agent in Italy) to meet me either at Leghorn or Turin. You will remember that in the cases of the then proposed emigration of considerable bodies versed in certain industries, notably in the case of a proposed migration of Waldenses from the valleys of Piedmont, I distinctly informed the agents that unless these several bodies could make their arrangements to emigrate during 1875, I could not guarantee them free passages, and I warned you and the local agents not to prolong the period of such engagements. But more than this, I drew your special attention to the instructions given to me by Sir Julius Vogel in his letter of the 30th April, 1875, under the heading 'German Contracts'—that is, he desired me to determine these contracts, or at any rate to exact from the emigrants cash payments or promissory notes. I must candidly confess that I am at a loss to conceive what further notices or warning I could have given you not to commit the Government to engagements except to a very small amount and for a short period. I trust and believe you have not done so. It is true that you state that, after 'investigating your obligations for free passages, you find that four ships at least must be despatched,' and further on you state 'it may be possibly necessary for you to proceed shortly to the North in order to pacify some of your agents, and also to fix the exact extent of obligations.' The only inference I can draw from this is, that the obligations referred to have not been incurred by you, but by your local agents. If so, I have simply to say that I cannot and will not recognize any engagements or liabilities of local agents. When you were appointed Agent of the New Zealand Government for Continental emigration, it was upon the distinct understanding that while you might appoint local agents, the power of approving and accepting emigrants vested in you solely and exclusively, and that you could and should not delegate such power to your local agents. But surely it was implied that you should exercise this power with discretion. It surely will not for one moment be contended that, with the knowledge you possessed that the Government were desirous of determining all Continental contracts, and might at any moment abolish free passages, you were justified in involving them in heavy liabilities extending over a lengthened and indefinite period. If you could commit the Government to granting free passages to 1,000 emigrants, you might equally well have engaged to give free passages to 4,000. It is for the purpose of enabling me to judge for myself to what extent you have committed the Government, that I have to request that you will, with as little delay as possible, forward to me the applications submitted to you by your local agents, and all your written acceptances. In the meantime, I have to instruct you not to take up any vessels for the conveyance of emigrants. I shall address a communication to the same effect as this to Messrs. Sloman. I was surprised to learn from Mr. Dutton, the day after you left, that he had some days previously drawn your attention to the 144th clause of the Penal Code recently passed by the German Parliament. Had you informed me of this, you would not have left without precise instructions. It is perhaps right to add that, in a personal interview with the Consul-General for Germany, I very frankly, in answer to his queries, explained the proceedings of my Government *re* emigration, and amongst other matters your own position, that of your local agents, my arrangements for the conveyance of emigrants, the intention of the Government to discontinue free passages except to a very limited number, to whom they had already been promised, &c.

"Believe me, &c.,

"I. E. FEATHERSTON."

11. On receipt of Dr. Featherston's telegram, but before receiving the letter just quoted, Mr. Kirchner wrote (24th February), saying that he was unable to forward the documents required, "as our way of carrying on the acceptance of emigrants is different from yours;" but that, "at the close of last season," he had authorized his various agents to "engage emigrants according to the following distribution:—

"Agents in Denmark, Sweden, and Norway	...	...	...	...	400
" the German Empire	...	...	...	...	800
" Austrian Tyrol, Switzerland	...	...	...	...	100
" Italy	...	...	...	...	200
"In all					1,500

He continues:—"When, in January, my agents informed me that their applications exceeded their orders, I lost no time in advising you thereof, and it was then only that I received your telegram to suspend emigration arrangements as far as possible. I received this telegram on the 18th, and lost no time in informing all agents to refuse all further applications; and I hope to bring you proofs that none of the emigrants who have to be forwarded were accepted after the 20th January last. My present position between you, Sloman, and my other agents, is a most disagreeable one: it is, nevertheless, my duty to remain in it until all engagements have been performed conscientiously. It is my earnest desire to adjust everything amicably, to fulfil the obligations to emigrants without taxing you too much, and to arrange matters between you and Sloman without resort to law. There may be ever so many flaws in Sloman's agreement with you, which might prevent a recovery of damages, but the fact of such an action being brought, and the least semblance of repudiation, would, believe me, do no good to the colony. I really believe I could induce Sloman, without any promises from you, to cancel the remaining agreement, holding only out the hope to him that in case of a return to free emigration, his vessels might be employed again."

12. To this letter the Agent-General at once replied, by telegraph (27th February), in the following terms:—"I absolutely repudiate any liability whatever in respect of a single one of the fifteen hundred people you say you authorized your agents to engage, and will, if necessary, take immediate steps to prevent you proceeding further with such unauthorized transactions." To another letter from Mr. Kirchner re-stating his position in much the same terms, Dr. Featherston replied again, by telegraph (28th February),—"Further correspondence useless; my decision conveyed in yesterday's telegram is final and unalterable." And on the 4th March, he wrote, sending copies of those telegrams, and saying they contained "the only answer" he "deemed necessary."

13. The day before the Agent-General despatched the first of the telegrams just quoted, he had received the Hon. Major Atkinson's instructions by cable, "Send no more foreign ships." The fact that the Government had thus twice telegraphed to him, within little more than a month, in such positive terms to stop German emigration, had, of course, the greatest weight with him as to the course of action that it was proper and even open to him to pursue.

14. Mr. Kirchner wrote again on the 6th March. The Agent-General's telegram of the previous week had had an evident effect. The number of emigrants accepted had fallen from 1,500 to 588 statute adults; and it was even possible that these numbers might be reduced. His letter, which, follows, claims, it will be observed, that the Agent-General shall allow this number to be despatched as balance of the Queensland contract:—"I beg to enclose now the original applications of emigrants which were accepted by me in Germany, Italy, and Switzerland. There were 125 emigrants more accepted by me, engaged by my agents in Scandinavia, and I hope to forward the originals in a day or two. I have to regret that I could not forward them sooner, but I had to obtain them from the various agents. I confess that I ought to have kept copies of them, but the pressure of business was so great, and my office assistance so small, that it was not done. I could only keep a register. All emigrants were engaged previous to the 10th February, the date on which I had notice from you that free emigration would cease, as the emigrants will testify, if you are inclined to examine them. The number of accepted emigrants, according to the enclosed lists, amount to 433 statute adults, to which 125 from Scandinavia, as mentioned above, will be added; therefore in all 558 adults. As I mentioned to you before, I have made more promises of free passages; but as I did not formally accept, nor fix a date of departure, I trust that no liability can be fixed upon me. On my return from London, where you mentioned to me that you wished faith to be kept with the engaged emigrants, I wrote to Mr. Sloman to lay on two vessels on the 10th and 25th of April for them: this is my whole extent of liability to Mr. Sloman. As it may be possible that the above-mentioned number might still be reduced by reason of some of the emigrants being prevented from leaving, by not obtaining the Government permit, from sickness or other causes, Mr. Sloman proposes that, should the number be reduced to 470, to despatch the 'Fritz Reuter' only, which vessel measures for that number. I sincerely trust now that you will allow me to forward the above emigrants. I tried to do my best for you and the colony. My position would not only be terrible, and involve me in ruin and disgrace, but the poor emigrants, who trusted to me, would also be plunged into unspeakable misery, as they have broken up their homes and sold their little property at a great sacrifice. Would you kindly telegraph your reply, to save me from anxiety, and to mention also, in case of your assent, if the above number of people is to be forwarded as balance of the transferred Queensland contract?"

15. The Agent-General replied by telegraph,—"The more your proceedings are disclosed the more necessary it becomes that I adhere strictly to my decision communicated in my telegrams of the 27th ultimo. Sloman already advised that I neither intend to extend period for completing Queensland contract, nor to charter a single vessel for the conveyance of emigrants from Hamburg this year Bailey acting without proper authority." The last sentence of the telegram refers to a negotiation opened by the Secretary of the Emigrant's Aid Corporation with Mr. Kirchner, to which reference is made in the Agent-General's letter No. 364, concerning the "Fritz Reuter" emigrants.

16. In reply to this telegram, Mr. Kirchner drew up what he considered a full statement of his case as he viewed it himself, and this statement or recapitulation is now quoted in full.

"SIR,—

"Darmstadt, 13th March, 1876.

"It is my earnest desire to work for and not against you, and to remedy and repair any mistake which can be shown to have been committed by me. For that purpose I have worked out a recapitulation, such as I would make in stating the case to my lawyer. In asking yourself to be judge, I only request that you will calmly and patiently listen to my case. The Agent-General states in his letter to me that under the uncertainty of the continuation of free emigration, I ought not to have committed the Government, except to a very small extent. In reply, I have to state that I never received a decided order for stopping free emigration, although I advised regularly of my transactions and negotiations with emigrants, as the following letters will prove :—

"My letter of 18th October to Agent-General, informing him that I was engaging upwards of 100 families from the Province of Uckermark as free passages by the first vessel in spring, 1876.

"The Agent-General's letter of 12th January, 1876, enclosing circular dated 22nd December, with instructions to forward the same to my agents, in order to enable them to contradict any statement made detrimental to the colony. The opinion is stated in the above circular 'that the colony would have to import labour for a long time to come, if even all the Government contracts were to cease.'

"My letter to the Agent-General, 13th January, 1876, informing him that enough applications had been received by my agents to fill six vessels, and asking leave to come to London in order to examine the small mess stores and the fittings of the ships under the new charter

"The Agent-General's reply, per telegram, 17th January,—'Glad if you come; meanwhile suspend emigration as far as possible.'

"My letter of 21st January, informing the Agent-General, in reply to an inquiry about Dr. Uterhart, that this gentleman was returning from New Zealand, as I had appointed him surgeon for the first ship, sailing in April, 1876. On my arrival in London, on the 26th January, I had an interview with the Agent-General, who requested his shipping inspector, Captain Smith, to show me the 'Countess of Kintore' and the 'Bebington,' in order to see fittings and arrangements which I was to adopt in our future ships from Hamburg. I believe it was only on the 10th February that the Agent-General communicated to me the contents of a telegram received by the New Zealand Government instructing him to stop free immigration. He promised me then that all the emigrants I had then already engaged would be forwarded. He asked me the number of them, which I was unable to state then, but promised to advise on my return to Germany. He also kindly mentioned to me that it was the intention of the Government to make me a fair compensation in putting an end to my contract, and asked me to consider the amount of the said compensation. I replied that after the shipment of the accepted passengers I should be happy to meet his views in a fair way, and lend him my best assistance in putting an end to the Continental engagement. The Agent-General then expressed his wish that the engaged emigrants might, if possible, not be shipped before June, but I mentioned to him that all my emigrants had already given notice to leave their employers, or to give up their farms at Christmas, so that they would be out of employment on the 27th March next. I may mention here as a proof that all my accepted emigrants were engaged during or before December last, the fact that the German law requires indented servants to give a notice of three months before they can leave their service, and without a proper discharge therefrom no emigration permit can be obtained.

"After my return to Germany, I received a letter from Messrs. R. M. Sloman and Co., Hamburg, dated 14th February, stating that they had received a telegram from the Agent-General informing them of the temporary stoppage of Continental emigration, but that passengers already engaged would be forwarded. They urged me to fix the dates of sailing and number of engaged passengers. I replied that the 10th and 25th April would suit me, and estimated the number of engaged passengers as between 500 and 600 statute adults. Immediately on the Agent-General showing me his telegram stopping emigration, I wrote to my Continental agents, stating to them what the Agent-General had told me—namely, that free emigration had been suspended, and that the labour market was in such a state as would render the profitable employment of future arrivals a matter of doubt. Indignant letters came in reply; they wanted to know how I reconciled my notice with the circular of the 22nd December, which they published by my authority, and they advised about 400 adults, to whom they had promised passages in May and June. Some went so far as to state that, by publishing the above circular, I rendered myself liable to section 144, Penal Code. I therefore wrote to the Agent-General, mentioning that four ships would have to go. On the 22nd February, the Agent-General replied, by telegram, he could not accept the liability without examining applications of accepted passages. As these orders of acceptance were in the hands of the emigrants, I wrote on the 24th February to the Agent-General that I intended to proceed shortly to the North, in order to see my agents in Berlin, and get them to collect all acceptance certificates, the greater part of the people having been engaged by them in the neighbouring Province of Uckermark. I explained at the same time the *modus operandi* I had adopted, and the orders I had given to the different agents, confining the numbers not to exceed 1,500 for the next six months; but I mentioned at the same time that every emigrant, before he was accepted, had first to be approved of by me. In reply, I received a telegram from the Agent-General that he repudiated to take any of the above 1,500 emigrants. After proceeding to Berlin and collecting all acceptances, I wrote to the Agent-General enclosing the same on the 6th March, advising the total number of accepted passengers as 558 adults, which number I stated might still be reduced, for experience had taught me that generally from 10 to 15 per cent. of the engaged passengers remain behind for some reason or another. There would therefore be a probability of one ship only being required. I reminded the Agent-General of the promise which he had made both to Mr. Sloman and myself that all accepted would be shipped; and I also pointed out the painful position in which the emigrants and myself would be placed in case of his refusal to fulfil his promise. In reply to this letter, the Agent-General telegraphed that he had advised Mr. Sloman that he would not charter a single vessel from Hamburg this year, thus forgetting the distinct

assurance he had made only a fortnight ago that all engaged passengers were to be forwarded. This is the case as far as it has proceeded by this time. In now pointing out the probable events which may take place, I only desire and earnestly hope that such eventualities may never happen, by the Agent-General fulfilling his promises in forwarding the engaged passengers. In case he does not, and the emigrants are forwarded to Hamburg, I do not know whether Mr. Sloman would ship them, risking to sue for the passage. I am not in Mr. Sloman's confidence, and therefore do not know his intentions. Suppose he does not forward them, the emigrants would of course lodge complaints that they had been deceived and swindled. The Germans would go to the police, the Italians, Swiss, Danes and Scandinavians to their respective Consuls; all Continental papers would be full of the hardships entailed upon the poor people, and these accounts would not fail to find their way into your papers also. I would probably be brought up on a charge under section 144, and ultimately all Continental Governments would issue a warning against emigration to New Zealand. Three years hard work to make the colony known on the Continent, the prestige which the former has obtained, the hope of its attracting hundreds of full-paying passengers, would all be lost, because the Agent-General forces me to break faith with 500 emigrants, as good people as ever were seen. I hear that last year nearly 40,000 free passages were allowed, and now 500 are too many! It is far from my wish to involve the colony or force our emigrants on it, and gladly would I have disposed of the above 500 emigrants either to South Australia or Queensland, but the emigrants themselves have no idea except New Zealand. I hope therefore the Agent-General will accept the above emigrants as the last which New Zealand has to receive from the Continent. On their being shipped, I undertake to give up my contract on receipt of the promised fair compensation, out of which I shall settle all claims which my agents may have a right to make, and free the colony from all further liability and claim caused by my action. Trusting that my last appeal may find a favourable ear,

"I am, &c.,

"The Agent-General for New Zealand, London.

"W. KIRCHNER.

"P.S.—If you deem a personal interview necessary, I am ready to come over.—W. K."

17. The Agent-General acknowledged its receipt by telegraph in the following words:—"Received your letter of 13th, giving your case drawn up for your lawyer. I abide by my decisions, and am quite prepared to defend the position I have taken up in regard to yourself and Sloman, and to bring the whole matter under the notice of the Hamburg authorities and German Government, to enable them to take whatever measures they may deem expedient for protection of emigrants alleged to have been engaged by local agents on your authority. It is quite clear, from your own admissions and documents, that not a single emigrant has been approved and accepted by you either in accordance with the Emigration Regulations or the terms of your appointment. On Sloman's failure to fulfil Queensland contract within specified time, all other proposed agreements contingent upon its completion fall to the ground."

18. Then commenced the proceedings connected with the despatch of the "Fritz Reuter" to the colony without the Agent-General's authority, and despite his protest. On the receipt of the last quoted telegram, Mr. Kirchner informed his agents accordingly, and received as he states (28th March) a notarial protest from Mr. C. A. Matthei, whom he describes as "the licensed Government Agent." He says, "Mr. Matthei declares that he holds me, as your Agent, responsible for all and every fine, loss, expense, and charges which may result from the detention of these people, who were ordered to arrive in Hamburg on the 7th April. I also received a letter from Messrs. R. M. Sloman and Co., stating that you had given them notice not to ship any people, and calling upon me to open credits for the amounts of the passage money, as otherwise they would charge you demurrage for the detention of the ships chartered."

19. The Agent-General simply acknowledged the receipt of this letter.

20. On the 4th April Mr. Kirchner enclosed a copy of a legal opinion by Dr. Carl Vogel, in the following terms:—"I am of opinion that should an investigation be made by the Imperial authorities into Messrs. Sloman and Co.'s agreements with the Agent-General, that Messrs. Sloman and Co. would be called upon to forward the said people at their risk, as the people were engaged on the basis of the said agreement, by which Messrs. Sloman and Co. have to ship the emigrants before they can claim payment."

On the 7th he writes again, stating that Mr. Matthei had called upon him to make preparation to receive the engaged emigrants, and that he had stated he was not in a position to do anything for them; that in consequence he expected to receive a summons to appear at Hamburg as the agent of the Government, which summons he could not disobey.

21. On the 11th of April Mr. Kirchner states the result of the proceedings at Hamburg as follows:—"Referring to my letter of 7th instant, I have now the honor to inform you that I arrived here yesterday, my attendance having been required in the matter of the emigrants to whom I had promised free passages to New Zealand. The authorities have now decreed that the securities deposited by Mr. Matthei, the licensed agent who acted for me, should be forfeited, unless the emigrants be forthwith forwarded according to their contract. Mr. Sloman, who has deposited the securities for Mr. Matthei, has therefore decided to forward the emigrants, amounting to 416 adults, under the transferred Queensland contract, which he does not consider completed yet. I have no copy from you of this contract, but you mentioned to me that the stipulated time had expired. I suppose this will be Mr. Sloman's own look-out. The 'Fritz Reuter,' the ship by which Mr. Sloman intends shipping the emigrants, will, I expect, be ready for sea by the end of this week. I shall, of course, be required to superintend the shipment in accordance with my contract, and I intend to send Dr. Uterhart, who has just returned from New Zealand, in charge of these emigrants."

In a further letter from Hamburg, on the 13th April, he encloses his correspondence with Messrs. Sloman, stating that Mr. Sloman had despatched, under legal advice, the 'Fritz Reuter' emigrants under the transferred (in reality expired) Queensland contract, and admits that now all his engagements were fulfilled. "With reference to my last letter of 11th instant, I beg to hand you enclosed the correspondence which passed between Messrs. Sloman and myself. The 'Fritz Reuter' has ample room for the engaged 416 emigrants; Mr. Sloman intends, therefore, to despatch the 'Humboldt' to Donna

Francisca, in Brazils, with emigrants, who I am sorry to say are partly recruited from emigrants refused for New Zealand. On my arrival in Hamburg I had to attend before the Emigration Board, and give a full account of my transactions, which was taken down, and to the correctness of which I had to make a declaration before the British Consul-General. Sloman and Co., who received the document in order to establish Mr. Matthei's claim for payment, will no doubt send you a copy of it. It appears to me that Mr. Sloman has consulted his lawyer during his late stay in London, and acted on his advice in sending the emigrants under the transferred Queensland contract. It appears that it had already expired when the 'Terpsichore' and 'Gutenberg' were despatched. I am greatly relieved that after two months of intense anxiety the question of doing justice to the emigrants has thus been solved, and that my character (having been accused of deceiving and swindling these poor people) has been entirely cleared from any suspicion. Although I am still involved in lawsuits with my agents for alleged breach of contract, neither my honor nor reputation is affected thereby, but merely money consideration. With the despatch of the 'Fritz Reuter' all my promises will be fulfilled, and I was glad to have been able to relieve you of a good many emigrants by inducing them to go to South Australia and Queensland. I shall now wait your further instructions before contracting new obligations."

Messrs. Sloman and Co. to Mr. Kirchner.

"SIR,—

"Hamburg, 9th April, 1876.

"We beg to inquire whether it is your intention to employ our ships 'Fritz Reuter' and 'Humboldt,' which you ordered us to supply for the conveyance of emigrants from here to New Zealand, on account of the Government of that colony as per contract with the said Government. In case of your refusal, we herewith protest against the New Zealand Government and their Agent-General, Dr. Featherston, in London, as well as against yourself as Agent, for breach of contract, holding whoever it may concern answerable for our damages. In case of your refusal, we shall employ the above ships in manner most advantageous to all parties concerned. At the same time we beg to repeat that we cannot for a moment entertain your proposal to take the emigrants you have for shipment to New Zealand on board the 'Fritz Reuter,' unless you pay us or guarantee to us the full payment of passage money, which you have declined to do.

"We have, &c.,

W. Kirchner, Esq."

"R. M. SLOMAN AND CO.

Messrs. Kirchner to Messrs. Sloman and Co.

"GENTLEMEN,—

"Hamburg, 10th April, 1876.

"In reply to your letter of 9th, I beg to say that I am not in a position to pay or guarantee you any passage money, and can therefore not employ the ships 'Fritz Reuter' and 'Humboldt,' and leave you to do with them what you may think proper.

"I have, &c.,

"Messrs. R. M. Sloman and Co."

"W. KIRCHNER.

On the 17th of April Mr. Kirchner advised the despatch of the "Fritz Reuter," and claimed £378 4s. for his disbursements on her account, which claim has never been recognized.

22. On the same day the Agent-General addressed to him the following letter:—"I beg to acknowledge the receipt of your letter of the 11th instant. In reply, I must point out to you that in undertaking to superintend the shipment of the emigrants now being embarked on board the 'Fritz Reuter,' you are acting entirely without the sanction or authority either of myself or the New Zealand Government. When the Queensland contract was determined by Messrs. Sloman's failing to complete it within the specified time, the agency you held under it also lapsed and determined. As the arrangement under which you were to select some 4,000 emigrants was contingent upon and was only to come into operation after the due fulfilment of the Queensland contract, it is clear that you cannot claim an agency under it, for it is not, and never has been, in existence. Your powers, in short, as Agent have entirely and absolutely ceased, though it may be necessary that you should continue to act for the purpose of winding-up the affairs of the agency, but for that purpose solely and exclusively. I have accordingly to instruct you not to sign any charter-party or engagement for the conveyance of passengers, or to give any certificate in respect of the emigrants now being shipped by Messrs. Sloman, or to give or sign any certificate, order, or other document for the payment of passage money, agency, commission, or any other expenses connected with the emigrants in question, who are not being shipped under any contract with the New Zealand Government. All questions arising out of Messrs. Sloman's proceedings must now be settled by law."

23. Mr. Kirchner replied on the 8th of May:—"Your letter of the 17th April having missed me at Hamburg, and been returned to England, reached me only yesterday. But if I even had got it in time, I could not have refused to survey the 'Fritz Reuter' and give the certificate in accordance. Our Government had taken the matter in hand, and I had to fulfil my part of the agreement, as well as Sloman had to do his. The money for agency and other disbursements I had to borrow. As I have to repay it (with interest) on or before the 21st instant, I sincerely hope you will not delay your remittance. An account of several hundred pounds for board and lodging of the emigrants, caused by the detention, Mr. Matthei was adjudged to pay. Already, in last June, I mentioned to you that should it be decided to stop foreign emigration, I would be prepared to resign the agency, on your promise and that of Sir Julius Vogel, that a fair compensation would be made to me for giving up the contracts for 4,000 emigrants, on the strength of which I resigned my office for Queensland, and by doing so also forfeited the retiring allowance to which I was entitled by that colony."

24. With this letter, the correspondence of the late Agent-General, so far as it concerns Mr. Kirchner's claims and his conduct in the transactions consequent upon the suspension of German emigration, may be said to close. Dr. Featherston's despatch of the 17th of May, No. 377, to which he gave a most careful and, under the circumstances, painful degree of attention, was written immediately afterwards, and was the last signed by him.

I have, &c.,

J. CASHEL HOBY.

23rd August, 1874.

No. 11.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 670.)
SIR,—7, Westminster Chambers, Victoria Street, Westminster, S.W.,
1st September, 1876.

In continuation of my letter of the 24th ultimo, No. 635, I have the honor to forward, for the information of the Government, the further memorandum concerning Messrs. Sloman's claim, referred to therein.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
W. TYRONE POWER,
Agent-General.

Enclosure in No. 11.

MEMORANDUM for the AGENT-GENERAL, respecting the Circumstances and Correspondence preceding the Commencement of Legal Proceedings by Messrs. R. Sloman and Co. against the Governor and Government of the Colony.

1. In paragraphs 6 and 7 of his despatch to the Hon. the Minister for Immigration, of the 17th May, No. 377, Dr. Featherston states the relation in which he stood to Messrs. Sloman at the end of the year 1875 in the following terms:—

"When Mr. Sloman made default in the Queensland contract, I gave him notice at the end of December that I could not extend the period of its completion—that it had, in fact, lapsed; and, therefore, that the other agreement contingent upon the completion of that contract had never come into force. Mr. Sloman's object was, if I had condoned the default, to plead that the Queensland contract having been completed, the proposed consequent arrangement with Mr. Kirchner should at once come into operation. There being absolutely no contract at the end of the year between the Government of New Zealand and Mr. Sloman, I could, after that date, only consent to charter vessels from him on special agreements quite outside of the Queensland contract. Mr. Kirchner had been previously instructed not to charter any vessels."

2. On the 25th January, the Agent-General received the Hon. Dr. Pollen's telegram containing the words "Stop foreign emigration;" and on the 7th February, he addressed to Messrs. Sloman the telegram appended to his despatch above cited.

The Agent-General to Mr. Sloman.

"'SHAKESPEARE' arrived. Free emigration stopped both from England and the Continent. Applicants already accepted by Kirchner will be sent, but all others must pay their own passages. The German Government, in consequence of inquiries it is making, will be advised of this change."

3. On receipt of this telegram, Mr. Sloman addressed the following letter to the Agent-General, which, although not marked "Private," is written in the tone of a confidential communication; and which, it may be observed, shows that previous to his receipt of Dr. Featherston's telegram he had been informed by Mr. Kirchner of the imminent stoppage of Continental emigration:—

Mr. Sloman to the Agent-General.

"MY DEAR SIR,—

"Hamburg, 11th February, 1876.

"Mr. Kirchner has communicated to my firm your telegram, in reply to his letter of 6th inst. As far as regards myself, the consequences would only be of a pecuniary nature, for which I should reserve my rights, but to him and his, the many agents who have worked under his instructions, it would be a serious matter, and you and your Government could not escape being involved in it as far as it concerned emigrants who were engaged before your instructions of 2nd February. You will please bear in mind that emigrants cannot make their arrangements to leave the country from one day to the other; but if in consequence of timely negotiations they have given up their situations, and have sold their little effects on the faith of finding the ships ready to convey them to their destination, they would be in the greatest distress if not forwarded; and however great your desire may be to have your orders adhered to, still, where the agents of Mr. Kirchner acted *bonâ fide*, and have made engagements with parties in full confidence and in good faith (if I am not misinformed, a party of about 115 adults were engaged as early as 28th December, subject to Mr. Kirchner's approval), neither such agents nor much less should the poor emigrants suffer. Mr. Kirchner had engaged of my firm, on the strength of your contract, two ships, one for the 10th and a second for the 25th April. This transaction we considered not revoked by your telegram of 8th February, as at foot, being aware that emigrants were engaged at the time to fill them completely, or at least nearly so. Your valued letter of 26th February (*sic* in orig.), in which you say free passages can only be granted to those already engaged, confirmed this as well. Now, under these circumstances, you will excuse my addressing you privately, appealing at the same time to your kind feeling of justice and consideration. Let those emigrants be forwarded who were engaged *bonâ fide* before the 10th February in one or in two ships, and if you will trust to me I will gladly assist in investigating every case to prevent others being shipped. I consider this a fair proposal, based on your own admission, and if adopted it will prevent consequences of a most serious nature. Your telegram to the above will greatly oblige me, as the time is drawing near, and something must be done in the matter. Waiting your reply,

"The Hon. I. E. Featherston, Esq."

"I have, &c.,

"R. M. SLOMAN.

(A copy of the Agent-General's telegram of 7th February is appended to this letter.)

4. Three days later, on the 14th of February, Messrs Sloman addressed the following more formal acknowledgement of the receipt of his telegram of the 7th to the Agent-General:—

"DEAR SIR,—

"Hamburg, 14th February, 1876.

"We received in due course your telegram advising the arrival of the 'Shakespeare,' for which we were extremely obliged; at the same time, it advised us that your Government has stopped all assisted emigration to New Zealand. This very unpleasant news was confirmed by a letter from Mr. Kirchner of the 9th instant. You are well aware that we have so far worked under your contracts with small profits against serious losses and great difficulties. We now expected to reap our well-deserved profits; the more so, as the flow of emigrants to your country having now assumed a steady course, we had no more to apprehend a deficiency of emigrants in the number to complete a full load for a respective ship. Messrs. Kirchner and Matthei both informed us that they had abundant applications and engagements to fill completely our ships. We understand that for the present those emigrants are only to be forwarded to whom Messrs. Kirchner are under an engagement. Apparently that will require three or four ships, and we shall be glad to have this confirmed by you. In the meantime, we can only point to the great loss we shall suffer by the present stoppage independent thereof, and we sincerely hope the same will be removed by an early resumption of the business agreed upon between us.

"We find you have communicated with the German Government, which we much regret, as it will be sure to cause annoyance and difficulties. In every case, it will be quite necessary to add that emigrants already under engagement will receive their free passages as before. Anything else would place all the agents in danger of fine and possibly of imprisonment.

"We remain, &c.,

"R. M. SLOMAN.

"The Hon. I. E. Featherston, Esq."

5. The Agent-General replied to this letter on the 26th of February. In the interval of nearly a fortnight which had elapsed since his receipt of Mr. Sloman's letters, he had become seriously apprehensive that undue claims were being contrived against the Government; and it was at this time that the correspondence between him and Mr. Kirchner, referred to in paragraphs 9 to 12 of my memorandum of the 23rd instant, took place. It is also to be noted that on the day before the following letter was written, the Agent-General received the Hon. Major Atkinson's telegram, repeating his instruction to stop foreign emigration in the following terms:—"What measures taken carry out telegram stopping emigrants certain provinces? Send no more foreign ships."

His letter to Mr. Sloman was written at Brighton, and the copy which I proceed to quote is marked, "From memory," written immediately after letter was posted.

The Agent-General to Mr. Sloman.

"MY DEAR SIR,—

"66, York Road, Brighton, 26th February, 1876.

"I have delayed answering your letter of the 14th instant, in the expectation of receiving from Mr. Kirchner the information he promised to send me immediately on his arrival at Darmstadt some three weeks ago. This information he appears from a letter just received to have some difficulty in affording. I have informed him that I can only grant free passages to those whose applications he has indorsed with his approval and acceptance. I have requested him to forward to me all such applications so indorsed, with the least possible delay. In the meantime, I have instructed him not on any account to take up ships.

"There are only one or two points in your letter to which I need refer:—

"1. You say that 'Messrs. Kirchner and Matthei both informed you that they had abundant applications and engagements to fill completely your ships;' that 'you understand that for the present those emigrants are only to be forwarded to whom Mr. Kirchner or Mr. Matthei are under an engagement,' and that 'apparently that will require three or four ships;' and you add that 'you shall be glad to have this confirmed by me.'

"I have quoted this paragraph in full, in order at once to dispel the misapprehension under which you appear to be labouring. Far from confirming such arrangement, I must beg you distinctly to understand that I do not in any way recognize Mr. Matthei as being authorized to engage and accept emigrants. Mr. Matthei, and any other local agent acting under Mr. Kirchner, may select and submit emigrants to Mr. Kirchner for his approval. If they do more than this, they act at their own risk and peril. The power of approving and accepting applicants is vested in Mr. Kirchner solely and exclusively, and this power is limited: he must exercise it with discretion, and in accordance with the instructions, views, and intentions of my Government conveyed to him by me. Mr. Kirchner was informed in May or June (last) that the Premier, then in England, had decided upon abolishing free passages, and reverting back to the system of cash payments and promissory notes, and was made aware that notices to this effect had been printed and issued on the 1st July. And although these notices were subsequently withdrawn, the Government, in their Official Handbook and other publications, announced that they reserved the right, at any time and without notice, of abolishing free passages. Mr. Kirchner was warned not to commit the Government to free passages to any extent or for an indefinite period.

"2. You express your regret that I have 'communicated with the German Government, as it will be sure to lead to annoyances and difficulties.' You forget that it was the German Government that communicated with me. They first addressed to me in writing certain general inquiries, and subsequently, in a personal interview, still more detailed and searching inquiries. I at once recognized that they had a perfect right to require the fullest possible information respecting emigration from Germany to New Zealand, and I gave it frankly and without any reserve. Neither the Foreign Office here nor my own Government would have approved of any other course. Amongst other matters, I gave both verbally and in writing the number of Germans sent—the different terms under which they were sent. I explained the position of Mr. Kirchner—that of his local agents, all holding, I understood, emigration licenses from the Government—my shipping arrangements at Hamburg—the decision of my Government to discontinue free emigration—in short, there were few points not touched upon. I believe that it will soon be admitted that by this candour and unreservedness I have acted entirely in the interests of those concerned in the emigration.

"I was informed that the 144th clause of the Penal Code recently passed (which I understood had been rejected) had been passed, and that the Bill, after receiving the Emperor's assent, will be promulgated. I am satisfied that emigration for the future must be carried on if not with the express sanction, at any rate with the friendly connivance of the Government.

"R. Sloman, Esq."

"Believe me, &c.,

"I. E. FEATHERSTON.

6. On the following day, the 27th of February, the Agent-General received the letter from Mr. Kirchner, in which he intimated that his engagements through his agents amounted to 1,500 emigrants; and beside telegraphing to Mr. Kirchner absolutely repudiating all liability, Dr. Featherston addressed the following telegram from Brighton to Mr. Sloman:—

Featherston to R. Sloman.

"27th February, 1876.

"I FORWARD, for your information, copy telegram sent Kirchner:—'I absolutely repudiate any liability whatever in respect of a single one of the fifteen hundred you say you authorized your agents to engage, and will, if necessary, take immediate steps to prevent your proceeding further with such unauthorized transactions.'"

7. Messrs. Sloman wrote on the 29th to acknowledge the receipt of this telegram, but without making any reference to the Agent-General's letter of the 26th, which ought to have reached them a day if not two before.

Messrs. Sloman to the Agent-General.

"DEAR SIR,—

"Hamburg, 29th February, 1876.

"We have to acknowledge receipt of your telegram, in reply to which we beg to state that, according to our agreements with you about the conveyance of passengers to your colony, we are engaged and bound to ship the same at such times and to such ports as may be appointed by Mr. W. Kirchner, your Agent on the Continent.

"Now Mr. Kirchner ordered us distinctly to supply two ships, for about 320 adults each, for the 10th and 25th April respectively, as the emigrants to fill these ships would arrive at the appointed dates. He further ordered us to keep ships in readiness for about 1,500 adults more. These orders have been strictly attended to by us; we are bound to do so, it being in conformity with our contract with you; and, while reserving all our rights arising out of the same, we beg you will kindly inform us by return how far these arrangements meet your views, as in absence of the same we cannot quite understand your telegram.

"We have, &c.,

"The Agent-General for New Zealand, London."

"R. M. SLOMAN AND CO.

8. To this letter Dr. Featherston replied on the 3rd of March:—

The Agent-General to Mr. Sloman.

"MY DEAR SIR,—

"3rd March, 1876.

"I beg to acknowledge the receipt of your letter of the 29th ultimo. I observe that you neither acknowledge nor make the slightest reference to the letter I addressed to you on the 26th ultimo, in reply to yours of the 14th ultimo.

"In that letter I informed you that I refused to recognize any engagements made by Mr. Kirchner's local agents; that I would only grant free passages to those whose applications Mr. Kirchner had himself indorsed with his approval and acceptance; that I had requested him to forward to me all such applications so indorsed; and that I instructed him in the meantime not to take up any ships.

"In reply to your own request (conveyed in your letter of the 14th) that I would confirm the arrangement you said Messrs. Kirchner had made for three ships, I informed you that I declined to confirm any such arrangement, and that I did not recognize Mr. Matthei as being in any way authorized to engage and accept emigrants. It was in consequence of the subsequent receipt of three letters from Mr. Kirchner (dated the 24th, 25th, and 26th respectively)—in which while he admitted that, while he had not himself approved or accepted a single person, he had authorized his agents to engage some 1,500 persons—that on the 27th ultimo I sent him the following telegram:—'I absolutely repudiate any liability whatever in respect of a single one of the 1,500 persons you say you authorized your agents to engage, and will, if necessary, take immediate steps to prevent your proceeding further with such unauthorized transactions.'

"I sent you, for your information, a copy of this telegram on the same day (27th). You had, I repeat, already been advised that I had instructed Mr. Kirchner not to take up ships. The very fact of your requesting me to confirm the alleged arrangement for three ships is sufficient proof that you were well aware that any such arrangement was null and void until it had received my sanction and confirmation. I beg, however, further to notify to you that it is not my intention to charter a single ship for the conveyance of emigrants from the Continent to New Zealand during the present year, 1876. I beg also to inform you that the Queensland contract not having been completed within the time specified, it is not my intention to extend the period for its completion.

"I have, &c.,

"R. Sloman, Esq."

"I. E. FEATHERSTON.

9. On the same day, the 3rd of March, Messrs. Sloman acknowledged the receipt of the Agent-General's letter of the 26th of February, which they state had only reached them on the 1st of March.

Messrs. Sloman to the Agent-General.

"DEAR SIR,—

"Hamburg, 3rd March, 1876,

"Our respects of 29th ultimo, in reply to your telegram, crossed your esteemed favour of 26th, which we received on 1st instant. While waiting your reply to the former, we merely beg to observe that we entirely agree with you in regard to Mr. Matthei's position, and that in naming him

it was more a matter of convenience, as you are aware he operates for Mr. Kirchner, and most communications from the latter reach us through him. We beg to repeat that the ships for the 10th and 25th April were positively ordered by Mr. Kirchner, and we therefore suppose your telegram does not relate to them, nor can it generally prejudice our position in regard to our contract with you. Our observations regarding the German Government referred to such emigrants only who may be forwarded in conformity with your orders. Mr. Kirchner having informed us that the two ships referred to above would be entirely filled, we thought it would be in your interest to know what effect your communication to the German Government might have. To us personally it is of no interest as long as our ships are filled. For the moment we must beg to be favoured with your reply, and remain,

"The Hon. I. E. Featherston, Esq., London."

"Yours, &c.,

"R. M. SLOMAN AND CO.

10. There appears to have been a letter written a week later, on the 11th of March, of a private character, and apparently making some overture without prejudice, which Dr. Featherston did not feel warranted in accepting. I have not seen this letter, nor is any indication of its contents given in a brief *précis* of the principal points of the correspondence prepared by Dr. Featherston himself, and I presume that, in accordance with the wish of the writer, it was either returned or destroyed. The Agent-General replied to it by telegraph in the following terms on the 14th of March:—

Featherston to R. Sloman.

"In answer to your letter of 11th, I can only repeat that I adhere to my decisions already communicated to yourself and Kirchner by letters and telegrams, and arrived at after mature consideration of all the circumstances of the case.

"7, Westminster Chambers."

"FEATHERSTON.

11. Three days after their receipt of this telegram, Messrs. Sloman wrote the following letter, which commences with a reference to their previous private letter of the 11th, mentioned in the preceding paragraph:—

Messrs. Sloman to the Agent-General.

"DEAR SIR,—

"Hamburg, 15th March, 1876.

"Your telegram, in answer to the writer's private letter of 11th instant, has greatly disappointed us. The case must now, of course, rest on its own merits, however great the consequences may be. Our efforts were merely for peace; we regret exceedingly they have proved so entirely abortive. In the meantime we now beg to repeat that your Agent, Mr. Kirchner, engaged of us, in conformity with and on the terms of our contract with you yourself of the 12th May, 1874, two ships for the conveyance of emigrants to New Zealand, on your or your Government's account, to proceed from this on the 10th and 25th April; that we have supplied these ships, the 'Fritz Reuter' and the 'Humboldt'; that they are both here in port, and will in proper time be ready to receive on board their full complement of emigrants as passengers; and that we must hold you and your Government answerable for all losses and consequences to us or to those concerned with us, but more especially for the freight and passage money, not alone of the above ships, but for those to follow under the said contract, if you adhere to your decision. Meanwhile we beg to be informed whether the two ships alluded to shall be fully provisioned for the reception of their passengers, and waiting the same,

"We remain, &c.,

"The Agent-General for New Zealand."

"R. M. SLOMAN AND CO.

12. Dr. Featherston replied to this letter on the 20th of March:—

The Agent-General to Messrs. Sloman.

"MY DEAR SIR,—

"60, York Road, Brighton, 20th March 1876.

"I beg to acknowledge the receipt of your letter of the 15th instant. Though it appears to me that I have already, in previous telegrams and letters, answered your present inquiries, still, as I am anxious to give you any information you may desire, I beg now to state—

"1. That Mr. Kirchner never had any power to charter ships without my sanction.

"2. That in the present instance Mr. Kirchner was expressly (when last in London) instructed by me not to engage vessels; that he has admitted that he had not, previous to being so instructed, engaged a single vessel.

"3. That Mr. Kirchner has not only failed to produce the slightest proof that he has approved and accepted a single emigrant, but has confessed that he never does approve or accept emigrants till after their arrival at the port of embarkation.

"4. That in Mr. Kirchner's letter of appointment as Emigration Agent on the Continent for the Government of New Zealand, it is declared that such appointment should continue only till after the completion of the 'Louis Knorr' and Queensland contracts, and that the proposed arrangements for the selection and shipment of 4,000 emigrants should not commence to take effect till after the completion of those two contracts.

"5. That as you have failed to fulfil the Queensland contract within the stipulated time, I decline (as already notified) to extend the period for its completion.

"6. But as the proposed arrangements and agreements were contingent upon the due fulfilment of the Queensland contract, I cannot, and I do not, recognize the existence at present of any agreement between either you and the New Zealand Government, or between the latter and Mr. Kirchner.

"7. That I do not intend (as you have already been informed) to charter, during the present year, a single vessel for the conveyance of emigrants from Hamburg to New Zealand.

"Trusting that I have now afforded you all the information you desire,

"I have, &c.,

"I. E. FEATHERSTON."

13. On receipt of this letter, Mr. Sloman determined to come to London, have a personal interview with the Agent-General, and take legal advice as to his position. The following is Dr. Featherston's memorandum of what passed in conversation between them on the occasion of Mr. Sloman's waiting upon him:—

“Saturday, 25th March, 1876.

“SLOMAN came in by appointment at 1 p.m. Went into a vast amount of wholly irrelevant matter. Anxious to settle matters amicably, but prepared to spend any amount in asserting his rights; urged that I was bound by whatever Kirchner had done and promised. He repudiated warmly that he had been engaged in conspiracy with Kirchner to foist off accepted emigrants. Urged me to make some proposal by way of compromise. I replied that I had nothing to compromise; that as he had broken Queensland contract, there was no contractor's agreement in existence between him and Kirchner on the one part and the New Zealand Government on the other; that I should take precious good care not to condone or waive his breach of Queensland contract so as to give him a *locus standi* in respect of any other; that I adhered to my decisions conveyed in telegrams and letters, and had no proposal whatever to make. He went away declaring he would fight it out to the bitter end. He said Kirchner no doubt was actuated in making out a fictitious list of emigrants accepted, by the capitation grant of £1 per adult (which, of course, Kirchner does not get till agreement for 4,000 comes into operation—i.e., after the completion of Queensland contract, which now never can be completed). He evidently is aware of the untenable nature of his position unless I charter one or two vessels either under Queensland contract (which would complete it) or under Kirchner's contingent arrangement for 4,000.”

14. Two days afterwards Messrs. Sloman addressed the Agent-General in the following letter, evidently prepared in consultation with their legal adviser:—

Messrs. Sloman to the Agent-General.

“SIR,—

“Langham Hotel, London, 29th March, 1876.

“We have again to call your attention to the fact that, in conformity with the directions given by your Agent, Mr. Kirchner, in Hamburg, we have set apart and made ready for service, under our contract with you, the ‘Fritz Reuter’ and ‘Humboldt,’ and have victualled and prepared them for the emigration service, as already adverted to in our correspondence with you; and we are informed that the emigrants have been selected by Mr. Matthei, acting upon the instructions of Mr. Kirchner, and have fixed to proceed by the above-mentioned ships.

“If you still adhere to your determination to disregard your contract, and to repudiate the arrangements made, we must point out to you that the damages to ourselves and to others will be very considerable, and we must hold you liable for all costs, losses, and damages to be sustained in the matter.

“Again, in view of your contract with us to ship 4,000 emigrants over the period of four years prescribed in the contract before us, and bearing in mind the telegram which has been received by you from your Government countermanding any further emigration, we must now ask you to state definitely whether or not it is your intention, or the intention of your Government, to complete the shipment of emigrants in conformity with the contract.

“For ourselves we are, and ever have been, ready and willing to perform the contract so far as its obligations are upon us, and we tender ourselves to you for this purpose, but as we understand your communications, it is not intended that any further emigration shall take place to New Zealand under our contract. We must beg your definitive answer to this letter in the course of this week, and if we do not receive such definitive answer, we shall treat your silence as equivalent to a repudiation of your agreement in its entirety, and shall regard the contract as having been rescinded and put an end to by you. In respect of any such breach of your contract with us, we shall at once take such steps as we may be advised.

“Requesting you will send your reply to the care of Messrs. Parker and Clarke, St. Michael's Alley, Cornhill,

“We remain, &c.,

“The Agent-General for New Zealand.”

“R. M. SLOMAN.

15. The Agent-General acknowledged the receipt of this letter on the same day, and his letter now quoted closes his correspondence with Messrs. Sloman on the subject previous to the commencement of legal proceedings.

The Agent-General to Messrs. Sloman.

“SIR,—

“29th March, 1876.

“I have the honor to acknowledge the receipt of your letter of this day's date, and to refer you, in reply, to my letter of the 20th instant, and also to previous letters and telegrams.

“I have, &c.,

“R. Sloman, Esq.”

“I. E. FEATHERSTON.

16. I ought perhaps to mention that in tracing the connection of this correspondence, it has more than once occurred to me that the letter of Messrs. Sloman, bearing date 11th February, and embodied in paragraph 3 of this memorandum, may have been misdated by mistake, and ought really to bear the date of the 11th March. If this conjecture be correct, this letter should be read as the missing letter of a private character referred to in paragraph 10. A certain colour is given to this supposition by one or two references in the letter, such as that to a letter of the “26th February,” a date subsequent to that upon which the letter itself purports to have been written. On the other hand, the date 11th February is very distinctly written, and the fact that a copy of the Agent-General's telegram of the 7th of February is appended to the letter, supports the presumption that it was written to acknowledge its receipt. Dr. Featherston usually noted marginally the date on which he received communications which he regarded as important, but he omitted to do so in this case.

31st August, 1876.

J. CASHEL HOEY.

No. 12.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 740.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

28th September, 1876.

Adverting to your letters No. 149, of the 24th of June, and No. 123, of the 3rd of May, on the subject of the penalty of £500 inflicted by you on Messrs. Sloman's agents, for breach of contract in the case of the ship "Terpsichore," I have the honor to enclose you a copy of a letter which I have just received from Messrs. Sloman. The Government being now in full possession of all information concerning the various agreements with Messrs. Sloman, I feel I need not further allude to that part of the subject. I have referred the present letter to the solicitors of the Government, for their advice as to how I should proceed in regard to the stipulation that the matter shall be finally settled in London, as provided in the contract.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
W. TYRONE POWER,
Agent-General.

Enclosure in No. 12.

Messrs. SLOMAN and Co. to the AGENT-GENERAL.

SIR,—

Hamburg, 25th September, 1876.

You will ere this have been informed that £500 have been deducted in Wellington from the freight of the "Terpsichore," with the understanding, as per enclosed extract from Messrs. Johnston and Co.'s letter, that the matter should be finally settled in London, as provided in the contract. In consequence, we have the honor to inquire in what manner you would propose to proceed. As for our part we should, relying upon the high-minded and independent character connected with your name, be quite satisfied to leave the matter to your final decision. You will, however, be pleased to consider in how far actions not under our control have contributed towards the complaints, to what extent we ought to suffer for the actions of the captain, and, finally, whether the fine of £500 is not in every case excessive and beyond measure, the more so as the British Emigration Act imposes for similar offences fines from £50 to £100 only.

The "Terpsichore" was chartered by us to convey the emigrants intended for our own ship "Gutenberg," this ship unfortunately having failed to arrive, from circumstances quite beyond our control. We fitted the "Terpsichore" exactly in same manner as we should have fitted out the "Gutenberg" and all our ships before her, which have conveyed their passengers so well. The same bread manufactory supplied her with the same quality of bread as those, and at the same cost to us; we ordered for her a first-rate condenser for 350 adults; it was fitted on board with all the necessary appliances, and a good engineer was appointed to work it; besides two water tanks of sixty hogsheads each, we put on board 650 hogsheads of water in casks from the Altona Waterworks, the best water we have. We must emphatically deny that the casks were not good; they were from the large coo-pering establishment which as a speciality supplies the water casks for emigrant ships, and we are convinced they were also in accustomed good condition. Although it may be quite desirable to have all the water supply in tanks, still neither your charter-parties nor any laws require it, and most ships carry casks the same as the "Terpsichore," without any reflection being cast upon their outfit upon that account.

The "Terpsichore" had, therefore, for the supply of water, a first-rate condenser for 350 adults, 120 hogsheads of water in tanks, and 650 hogsheads in casks. Comparing this with your own requirements, she had therefore an excess of about 350 hogsheads. We can prove the above by the enclosed accounts and other documents, and it will show that we at least have not stinted the supply to our profit, and with a little good management the captain had all the means at his disposal to serve out good water in sufficient quantity. We consider herrings quite objectionable for tropical voyages, but to suit the taste of the emigrants our laws require them; however, a person with any common reason would immediately substitute meat for them, as long as he prudently could, the moment the herrings became unsound. Although the captain was not our own, he still acted under our responsibility, and we are therefore more or less answerable for him; but as we cannot always remain at his side, it is very hard that all the blame and *onus* should fall upon us, that while we are heavily fined, he should be rewarded; whereas we are persuaded, with a little good management, the bread might have been kept sound, plenty of good water could have been served out, and no rotten herrings would have been offered to any one.

As the captain was first seized, and as he had his own bread, it after all follows that it cannot have been originated by the bread, but from other reasons not under our control.

We finally can state with the greatest satisfaction that we have forwarded about 3,000 emigrants to New Zealand in our ships without any complaints being made; on the contrary, in many instances our ships have been highly commended, when others were not so fortunate. Considering, therefore, that this is the first complaint, that we unfortunately were forced to employ a ship not our own, that we have not failed to make the outfit as good as we possibly could, we sincerely hope you will exonerate us personally entirely, and, if any, only impose a fine in accordance with the offence and with the enactments of the British Emigration Act.

We cannot let this opportunity pass without most respectfully referring to the unexpected treatment we are enduring from the New Zealand Government; we are persuaded that neither yourself nor the Government are fully acquainted with the case, and we therefore make free to appeal to your high sense of honor for common justice. We should not complain if our claims were merely disputed, but we complain that Dr. Featherston, who was introduced to us as a man of honor and respectability, as the representative of a respectable Government, has put into our hands a contract, the correctness of which, as regards its legal forms and coming from such a quarter, we could not venture to question, and that your Government, of course in ignorance of this circumstance, avails itself of the game played upon us, with the object to cut off and prevent the common course of justice.

If our claims are wrong, let it be pronounced by competent judges, provided we could not agree otherwise; but to take advantage of a legal technicality which would not stand now in our way had we apprehended any questionable proceeding, is not generous to say the least, and your own sense of honor and justice cannot possibly defend it.

As the matter now stands, what, with a little fairness and good will, and if properly explained to your Government, might have been settled in a pleasant and honorable manner, will become more important from stage to stage. Whatever the issue may be, we can only lose our money; morally we have nothing to fear. We apprehend your Government would stand rather in a reverse position. Could this not still be avoided? Our senior proceeded to London at a great personal inconvenience to confer with Dr. Featherston, but, as the only result, insult was added to injury at the cost of our dignity.

We most respectfully beg you will kindly excuse our open language; but we are convinced that neither you nor your Government have been properly informed of the case, and that otherwise a very different proceeding would have been adopted.

Sir William Tyrone Power,

Agent-General for New Zealand, London.

We have, &c.,

R. M. SLOMAN AND CO.

Sub-Enclosure to Enclosure in No. 12.

EXTRACT from a Letter of MESSRS. JOHNSTON and Co., Wellington, to the Hon. the COLONIAL TREASURER, dated 25th May, 1876.

* * * * We have the honor to submit, for your consideration, that our authority as agents for the shippers of emigrants, per the ship 'Terpsichore,' extends only to the receipt of drafts for such sums of money as may be payable by the Government to our principals here, by drafts on London, and that we are not authorized to compromise their claims or to agree to any deduction therefrom in respect of alleged breach of contract during the voyage out. We respectfully claim to notice the fact that, upon the investigation instituted by the Immigration Commissioners, resulting in the claim for the deduction you mention, no opportunity was afforded to the ship's agents of being present, nor was any notice given them of the intention to hold such inquiry. We are, therefore, unable to dispute or admit the justice of the claim made by the Government, or to advise our correspondents as to its reasonableness. We beg leave to urge that, on a draft being handed to us by the Government for the sum admitted to be due, a simple receipt for the amount of such draft be taken, and that the question of the proposed reduction should be remitted to London for a legal decision, as provided by the original contract (Journal, House of Representatives, 1872, D. No. 1A, p. 14). The letter and spirit of the contract clearly appears to provide that the question of the reduction only should be the subject of such a reference.

JOHNSTON AND Co.

No. 13.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 839.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

27th October, 1876.

I have the honor to acknowledge the receipt of your letter No. 162, of 26th July, 1876, in which you direct my attention to the circumstance that "several emigrants from England were shipped in the 'City of Dunedin,' which sailed from Glasgow," and instruct me to inform you of the circumstances under which this arrangement was made, and the expense, if any, which was incurred in sending the people to Glasgow. In reply to your inquiry, I beg to refer you to my report for February last (letter No. 192, dated 1st March), which contains the following remarks:—"The only emigrant ship engaged for this month is the 'City of Dunedin,' to sail from the Clyde to Lyttelton, and she will probably take about 250 adults, and her complement is already made up. . . . The only emigrants to be accepted at present are to be superior agricultural labourers and single female servants, for the ships 'City of Dunedin' for Canterbury, and the 'Camperdown' for Marlborough and Westland. My intention, as already communicated by telegraph, is not to make any further engagements either as regards emigrants and ships until I receive your specific instructions as to future operations." As, therefore, the "City of Dunedin" was the only vessel laid on for Canterbury after the despatch of the "Countess of Kintore" on the 2nd February, all eligible persons who desired to proceed to Canterbury in March were accepted for that vessel. Upon examination of this ship's papers, I find that about thirty-five persons, including nominations, were sent from England to Glasgow to embark on board the "City of Dunedin." No expense whatever was incurred by this office in sending these emigrants to Glasgow, as all the persons referred to, without exception, paid the expense of the journey from their homes to the port of embarkation.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,

W. TYRONE POWER,
Agent-General.

No. 14.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 854.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

27th October, 1876.

In continuation of my letter of the 24th of August, No. 635, in which I enclosed you a copy of a letter I had received from Mr. Kirchner, rendering "final accounts in closing the Germany agency," and stated that it was my intention to take legal advice as to the proper course to be followed by me in the circumstances, I have the honor to enclose you a copy of a letter which I have received from the solicitors of the Government. As you will perceive, Messrs. Mackrell advise me not to deal

with Mr. Kirchner's present claim in any way, but to allow it to be treated as part of his general claim for compensation against the Government, the correspondence concerning which was forwarded to you in my letter of 4th August, No. 615.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
W. TYRONE POWER,
Agent-General.

Enclosure in No. 14.

Messrs. MACKRELL and Co. to the AGENT-GENERAL.

Re Kirchner.

DEAR SIR WILLIAM,—

21, Cannon Street, London, 16th October, 1876.

We have perused and considered Mr. Kirchner's letter, asking for payment of what he calls his "final accounts in closing the German agency." If he would accept payment of the £93 7s. 10d. now asked in full of all demands it would be wise to pay him the amount, but we cannot expect him to do this with the other claims he thinks he has upon the Government unsettled. As you will see, the payment of this amount therefore would only settle the accounts of the agency, and we fear he might make use of any payments made by you as a recognition by you of his appointment, and he might seek to enforce against you (as he undoubtedly would have tried to have done against Dr. Featherston had he lived) his claim for compensation for dismissal as Agent. We have advised hitherto your not placing yourself in the risk of such a position by making any payment, and although Mr. Kirchner would fail in any proceedings against you, it would be better not to become involved in them. We therefore think it best to let this claim be settled as part of his compensation by the Government.

We have, &c.,

Sir William Tyrone Power, K.C.B.,
Agent-General for New Zealand.

JOHN MACKRELL AND Co.

No. 15.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 1.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
8th January, 1877.

SIR,—

Referring to that part of your memorandum No. 225, 18th October, 1876, and that part of your letter No. 248, 17th November, which respectively relate to my inquiry into the differences between the Government and Messrs. Sloman and Co. and Mr. C. A. Matthei, and to the claims to compensation of Mr. Kirchner, I have the honor to say that almost immediately after my arrival I attentively perused the papers referring to the subject, including some very exhaustive and able memoranda of Mr. Hoey.

2. After reading them I had a long interview with Mr. Mackrell. I asked him to tell me what he thought about the whole matter. He replied that Dr. Featherston, with a thorough knowledge of the subject, considered that the contractors, through having failed to carry out the Queensland contract, had forfeited their claim to the second contract; and that all the action taken by the Agent-General was based on that view. I replied to him that there seemed to me no reason for differing with this view taken by the late Dr. Featherston, and requested him to state if he concurred in it. In reply, he told me that he had always accepted that view as the view of the Agent-General; but if he was asked to indorse it, he must carefully peruse the papers. I undertook to send him all the papers, and when he has read them he is to see me again.

3. As I have said, I see no reason to disagree with the view taken by the late Dr. Featherston; and it would be in accordance with that view that the contractors should be paid for the emigrants actually sent by the "Fritz Reuter," though probably such payment could not be legally claimed. With Mr. Kirchner also the settlement would have to be of an agreed character. I doubt if he, at the last, did not rather aid the contractors against the Government, instead of his employers, the Government, in their desire to settle with the contractors.

4. I understand that Messrs. Sloman have applied to the Government for an arbitration, so that really, if I was prepared to settle the matter, I have no invitation from them to do so.

5. I advise against an arbitration. This is peculiarly a case in which a Government would suffer in arbitration. The case of the Government is that there is nothing about which to arbitrate; in other words, that the contractors have so conducted themselves as to entitle the Government to finally decide what, if anything, they are willing to pay. But to go to arbitration would, however the conditions were framed, imply a *quasi* admission on the part of the Government that there was something about which to arbitrate, and that the arbitrators would only require to fix the measure of damage.

6. I will address you again on the subject after seeing Mr. Mackrell.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

JULIUS VOGEL,
Agent-General.

No. 16.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 12.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
8th January, 1877.

SIR,—

I have the honor to acknowledge the receipt of your letter No. 244, of the 16th November last, transmitting twenty-five copies of the agreement with the New Zealand Shipping Company; and

in accordance with your instructions, I have furnished the Manager of the Company with a supply. I have also transmitted some copies to Messrs. P. Henderson and Co., of Glasgow. This agreement, which I note commences from 1st May last and will be in force until the 1st November of this year, shall have my careful attention, and I will endeavour to faithfully carry out its provisions. In connection with this subject, a case has recently occurred which has raised a question concerning which it would be well for you to give me instructions to meet similar cases which may arise in the future. Section 7 of the contract provides that I shall not be entitled to require the Company to provide a ship for the conveyance of less than 150 statute adults; and under section 3 it is provided that all emigrants which I shall send or be desirous of sending shall be sent by the ships of the Company. I understand this to mean that in the case of the number of emigrants being less than 150, I must send them by the Company's ships, provided the Company are willing to take them under the provisions of their agreement with the Government; but, failing that, that I am then at liberty to call for tenders for such service or make such other arrangements as I may deem necessary. In the particular case which has raised the question, the Emigrant and Colonist's Aid Corporation requested me to provide shipping for a party of their emigrants, numbering about fifty, to be despatched next month; but on my communicating to the Manager of the Shipping Company the construction which I put upon the provisions of the contract, and which I have given above, he intimated that he did not take the same view of the matter as I did. He appeared to consider that I was bound to send all emigrants by the Company's ships, and that, if such emigrants were under 150 in number, the terms of the agreement must be modified to meet the case. He, however, in the case of the Corporation emigrants, has very cordially met me, and has agreed to take them substantially under the provisions of the agreement. The question, however, might on some future occasion assume a more serious form. I shall therefore be glad to be informed of the views of Government with regard to the matter.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

JULIUS VOGEL,
Agent-General.

No. 17.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 16.) 7, Westminster Chambers, Victoria Street, Westminster, S.W.,
9th January, 1877.

SIR,—

I have the honor to inform you that two women, describing themselves as trained hospital nurses, have called at this office and desired to be informed whether there was any opening in New Zealand for persons of their calling, as they were desirous of emigrating in the course of the year. As they were of respectable appearance, and apparently would be suitable for the office of matron on board an emigrant vessel, they were desired to call again as soon as they were ready to emigrate. Meanwhile, I have to request you to inform me whether there is a reasonable prospect of employment for persons of their vocation.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

JULIUS VOGEL,
Agent-General.

No. 18.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 51.) 7, Westminster Chambers, Victoria Street, Westminster, S.W.,
10th January, 1877.

SIR,—

I have the honor to transmit copy of return showing the numbers of emigrants sent to each province, in pursuance of the instructions contained in the Premier's telegram of April 21st, and in your subsequent telegram of 4th August.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 18.

RETURN showing Number of EMIGRANTS sent to New Zealand from June to December (inclusive), 1876.

1,300. OTAGO.		1,300. CANTERBURY.		700. WELLINGTON.	
Ships.	Nos. Adults.	Ships.	Nos. Adults.	Ships.	Nos. Adults.
Invercargill	301	Waitangi	281½	Waimea	246
Timaru	301½	Rangitikei	277½	Howrah	74½
Dunedin	252	Cardigan Castle	280½	Hurunui	148
Oamaru	291½	Waipa	249	Leicester	39½
Marlborough	207	Wiltshire	251	Loch Dee	14
				Northampton	188
				Carnatic	25½
Total	1,353	Total	1,339½	Total	735½

700. AUCKLAND.		600. HAWKE'S BAY.		100. TARANAKI.	
Ships.	Nos. Adults.	Ships.	Nos. Adults.	Ships.	Nos. Adults.
Orari	240	Inverness	173	Leicester	114
Jessie Osborne	202	Waitara	164½		
Oxford	207½	Fernglen	216½		
Total	649½	Total	554	Total	114

200. WESTLAND.		100. NELSON.		100. MARLBOROUGH.	
Ships.	Nos. Adults.	Ships.	Nos. Adults.	Ships.	Nos. Adults.
Howrah	63	Howrah	83	Howrah	37
Leicester	57	Leicester	21	Leicester	59½
Northampton	107				
Total	227	Total	104	Total	96½

NOTE.—The figures at top of columns are the numbers ordered to be sent to each province.—W. K.

Enclosure 2 in No. 18.

Mr. W. KENNAWAY to the AGENT-GENERAL.

HEREWITH is return showing number of emigrants (statutory adults) sent in accordance with instructions from the Government.

The following places have more than were ordered, viz.,—

	Ordered.	Sent.	Excess.
Otago	1,300	1,353	53
Canterbury	1,300	1,339½	39½
Wellington	700	735½	35½
Westland	200	227	27
Taranaki	100	114	14
Nelson	100	104	4

The following places have less, viz.,—

Auckland	700	649½	50½
Hawke's Bay	600	554	46
Marlborough	100	96½	3½

Total	5,100	5,173	73
--------------	-------	-------	----

WALTER KENNAWAY.

No. 19.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 59.)
SIR,—7, Westminster Chambers, Victoria Street, Westminster, S.W.,
12th January, 1877.

Referring to your letter No. 244, of 16th November last, I have the honor to enclose you copy of correspondence with Mr. Galbraith, the representative of the Albion Shipping Company, which has arisen in consequence of their being furnished with copies of the shipping contract of November 16th, and intimation being given to them, in terms of your letter, that they had agreed to continue the Clyde business upon the terms arranged with the New Zealand Shipping Company.

I should be glad to know what course you desire me to pursue in respect to shipping emigrants from the Clyde. As there is no immediate necessity for making arrangements for Clyde shipping, I have merely communicated to the New Zealand Shipping Company the Albion Company's decision without comment of any kind. I enclose a copy of my letter.

The Hon. the Minister for Immigration,
Wellington.I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 19.

Mr. W. KENNAWAY to Messrs. P. HENDERSON and Co.

SIRS,—
7, Westminster Chambers, Victoria Street, London, S.W.,
5th January, 1877.

I am directed by the Agent-General to transmit two copies of the contract for the conveyance of emigrants and cargo, as finally arranged between the Government in New Zealand and the New Zealand Shipping Company, and under the provisions of which you have agreed to continue to convey emigrants and cargo from the Clyde.

I have, &c.,
WALTER KENNAWAY,
Secretary to the Agent-General's Department.

Messrs. P. Henderson and Co., Glasgow.

Enclosure 2 in No. 19.

Mr. J. GALBRAITH to the AGENT-GENERAL.

DEAR SIR,—
15, St. Vincent Place, Glasgow, 11th January, 1877.

I received from Glasgow, as I was about to leave London, your Secretary's letter of 5th instant, which I replied to very shortly yesterday, being unable to write so fully as I desired on the matter it referred to. When I had the pleasure of seeing you last week, you read to me a despatch advising you that a renewed contract had been made by the Government of New Zealand with the New Zealand Shipping Company for conveyance of emigrants and Government freight. Though the concluding paragraph of the despatch appeared to me somewhat obscure, you stated your understanding of it to be an instruction to you to offer, on similar terms, to my firm (as representing the Albion Shipping Company) the portion of the Government requirements from the Clyde to Otago. I said to you at once that I could not on those terms accept a contract from the Clyde alone, though I would be ready to do the Clyde and London service to Otago conjoined, and that I must leave it to the New Zealand Shipping Company to execute the Clyde as well as the London portion of the contract. You seemed to doubt if that Company was bound to do the Clyde service, and I expressed my consequent regret at being unable to accede to the Government proposal, as you would find no small difficulty, even on much higher terms, in getting any one to undertake the opposition to the Albion Shipping Company's line from Clyde, which a contract for conveyance of emigrants from Glasgow involved—a difficulty which the late Agent-General had found insuperable. I am now glad to find that the copy of contract Mr. Kennaway forwarded is one between the New Zealand Government and the New Zealand Shipping Company for the conveyance of Government passengers and cargo from Great Britain, so that this Company will be obliged to take the bad with the good—and very bad they will find the Clyde portion when they come to fulfil it. As I stated to you, the rate at which the contract is taken for emigrants is a very low one, at which, *per se*, there is not only no margin for profit to shipowner, but an absolute loss; the rates for cargo, however, are about thirty per cent. in excess of those now ruling for general mercantile cargo, and so the contract on the whole is a favourable one. But the portion from the Clyde, though nominally for passengers and cargo, is really for the former alone, scarcely any Government cargo being shipped from Glasgow. During last year the New Zealand Shipping Company, under their contract from London, conveyed thousands of tons of Government cargo at rates nearly double those current for general cargo, whilst the Albion Shipping Company had no benefit whatever in this way under their contract from Clyde. You will thus see how greatly benefited the New Zealand Shipping Company would be if the Government could arrange to relieve them from the non-paying portion of their contract. I have hesitation in putting forward to you any unfavourable comment on the action of the New Zealand Government; but I venture to express my opinion that such, in respect to this contract with the New Zealand Shipping Company, has been very unfair to the Albion Shipping Company. That Company has now for a very long period conveyed emigrants for the Provincial Government of Otago and the General Government of New Zealand without a single mishap to any one ship, and, as far as I recollect, without an official complaint as to the manner in which the contract work has been carried out. A few years ago, as is well known to the Government, the Albion Shipping Company, at the

repeated urgent request of the mercantile community of Otago, established a line from London to Port Chalmers, composed of the finest ships the Clyde could produce, built expressly, at great cost, for the service, and fitted in every respect to meet the requirements and to carry out the views of the New Zealand Government in conveyance of emigrants. Looking to the satisfactory nature of the past service rendered to the Government, and the increased and improved transit facilities given, as stated, to the trade of so important a portion of the Colony of New Zealand by the Albion Shipping Company, was it too much for that Company to expect that it would have had at least an opportunity to tender with its opponents for the Government requirements, in the way of shipping, from Clyde and London to Otago? I am very sure that such would have been more satisfactory to the people of Otago, with whom the Albion Shipping Company have had so long a satisfactory connection, than that the contract to that province should have been given, without competition, to a Company of recent origin, and with comparatively little connection in that quarter. I am told that the object of the Government in giving these repeated contracts without public tender to the New Zealand Shipping Company is to put down a monopoly, but this cannot apply to the Albion Shipping Company, in regard to whose exclusive trade from Clyde I have never heard a word of unfavourable comment from the Government or the public, and whose advent to the London trade has been followed by a no inconsiderable reduction in the rates of freight previously ruling. That Company has now extended its operations to all ports in the Middle Island, but I am under no dread that the commercial public of that portion of New Zealand will thereby be under any apprehension of monopoly. They have the experience of the past in reference to Otago to assure them that the extended service will be so conducted as to give satisfaction to shippers and importers.

I trust the Government will have an equal confidence, founded upon a like experience; and that they will not consider it needful to continue a policy injurious to the well-being of a Company which has hitherto served them faithfully and satisfactorily; and upon which grounds I think you will admit its thus subsidized opponent cannot lay superior claim to the preferential patronage being bestowed upon it by the Government of New Zealand. Apologizing for thus trespassing so far upon your valuable time,

The Agent-General for New Zealand, London.

I have, &c.,

JAMES GALBRAITH.

Enclosure 3 in No. 19.

The AGENT-GENERAL to the MANAGER, New Zealand Shipping Company.

SIR,—

7, Westminster Chambers, 12th January, 1877.

I have the honor to inform you that Mr. Galbraith has written to me that the Albion Shipping Company are not prepared to accept the Clyde shipping business under the terms of the contract between the Government of New Zealand and the New Zealand Shipping Company.

I have, &c.,

JULIUS VOGEL,
Agent-General.

The Manager, New Zealand Shipping Company.

Enclosure 4 in No. 19.

The AGENT-GENERAL to Mr. J. GALBRAITH.

SIR,—

7, Westminster Chambers, 12th January, 1877.

I have the honor to acknowledge the receipt of your letter of the 11th instant. I will communicate its contents to the Government of New Zealand, and ask them what, if any, action I am to take concerning it. You will readily recognize that without instructions I cannot enter into a discussion upon the points you raise. I shall communicate to the New Zealand Shipping Company your decision not to take the proposed share in the contract.

I have, &c.,

JULIUS VOGEL,
Agent-General.

James Galbraith, Esq.

Enclosure 5 in No. 19.

Mr. J. GALBRAITH to the AGENT-GENERAL.

DEAR SIR JULIUS VOGEL,—

15, Vincent Place, Glasgow, 12th January, 1877.

It has occurred to me that your impression of the New Zealand Shipping Company not being bound to the Clyde service may have arisen from what is stated in clause 12 (b) of the new contract. But the contract is dated 16th November last, and at that date there was not "in existence" any contract in Scotland for conveyance of New Zealand emigrants, the last of the 1,300 emigrants for Otago under our last contract having been despatched by the "Marlborough" in October.

I have, &c.,

JAMES GALBRAITH.

The Agent-General for New Zealand, London.

Enclosure 6 in No. 19.

The AGENT-GENERAL to Mr. JAMES GALBRAITH.

DEAR MR. GALBRAITH,—

7, Westminster Chambers, 13th January, 1877.

I am in receipt of your letter of yesterday's date. I did not mean to express any opinion as to the New Zealand Shipping Company's liability. At the time I saw you I had only looked over the agreement. The Government in New Zealand will probably instruct me on the subject.

I have, &c.,

JULIUS VOGEL.

James Galbraith, Esq.

No. 20.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 60.) 7, Westminster Chambers, Victoria Street, Westminster, S.W.,
 12th January, 1877.

SIR,— I have the honor to acknowledge the receipt of your letter No. 231, of 26th October last, and in compliance with your request I herewith transmit report of the Despatching Officer upon the alterations in the charter-party. Previous to the receipt of your letter, he had prepared comparative statements with reference to the two shipping contracts—namely, the one described in the Premier's telegram of April 21st last, and the one the provisions of which were sent with your letter No. 127 of May 5th last, but which have now been superseded by the contract of November 16th last.* I transmit a copy also of these statements, as they may be useful for the purposes of reference. In accordance with your request that the quantities of extra stores put on board the ships sailing prior to August last may be furnished, the Despatching Officer gives the same at the end of his report of January 9th. In connection with this matter, I may mention that subsequent to the writing of my predecessor's letter, No. 519, of 6th July last, the Board of Trade officers required the placing on board an extra supply of meat, so that the meat scale should be in conformity with the Passengers Act. The dietary scale of the contract of the 16th November is still deficient in this respect by two ounces a week, and this will have to be made up, as hitherto, by the addition of two ounces of preserved meat to the Wednesday's ration, for which I will arrange accordingly.

*D.—No. 3, 1877.

The Hon. the Minister for Immigration,
 Wellington.

I have, &c.,
 JULIUS VOGEL.

Enclosure 1 in No. 20.

Mr. E. A. SMITH to the AGENT-GENERAL.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
 9th January, 1877.

SIR,—

In pursuance of your instructions that I should report on the alterations in the charter-party, I beg to state that the following appear to be the principal points calling for observations thereon:—

Clause 3.—The following has been omitted: "and all provisions and stores as well for passengers as crew shall be supplied by the same firm." The retention of this is very desirable, as although subject to the most careful examination, it may happen that some of the articles supplied by different firms may vary in quality, and although both may be good, there may be a sufficient difference between them as to cause complaint to be made if one were issued in lieu of the other; it also frequently happens, when the passengers' and crew's stores are supplied by different firms, that they are not ready for examination on the same day, thus necessitating a second survey and consequent waste of time. Her Majesty's Emigration Commissioners for many years required the provisions for crew and passengers to be supplied by the same firm in all the later ships chartered by them, and there never was any objection raised thereto, although, perhaps, scarcely two ships belonged to the same owners.

Clause 7.—The insertion of "In all cases where the deck hospital is under the same ceiling as the galley and a condenser, there shall be a compartment between them and the hospital," is an important addition. There is no compulsory stipulation for all the hospitals and dispensary being on deck, and although I entirely concur in the recommendations on this head so frequently made by the Immigration Officers in the colony and by surgeons-superintendent, I have no power under the charter-party to insist upon more than one hospital being on deck; and it is only occasionally that a ship is offered where the option is given me of any deck accommodation beyond what I can enforce under the charter-party.

Clause 17 (18 in first schedule of charter-party of 16th November, 1876).—The alteration by the insertion of "an adequate supply," instead of a fixed allowance, of ale and wine for the surgeon, was not, I think, desirable. In the later copy of the contract it stands as it previously did—viz., defining the quantity of each which the surgeon can claim. This, in my opinion, is the preferable plan. The provision in the later copy of the contract, sanctioning a payment to the surgeon in lieu of an allowance of ale and wine, may, I think, be subject to abuse. I regret that the latter part of this clause, which provided for the payment of head money for the cabin and other paying passengers, has been omitted. They are always a source of great trouble to the surgeons-superintendent, much more than any others, and I think that he is justly entitled to be paid for them.

Clause 21 (22 in first schedule, 16th November, 1876).—The scale of meat is still below the scale required by the Passengers Act, the latter requiring 52 ounces weekly per statute adult, Schedule A providing only for the issue of 50 ounces weekly. This has hitherto been arranged for by an additional quantity of preserved meat being put on board, and by the issue of 8 ounces thereof on Wednesdays, instead of 6 ounces as provided for in Schedule A of the present charter-party.

I would also suggest that suet and raisins be issued on the same days as the salt beef, and that 7 ounces of raw flour be issued at the same time. By the scale in Schedule A, one ration of raisins is to be issued on Thursday, and one ration of suet on Wednesday and Saturday, without any provision for flour to mix with them. I would also suggest a return to the issue of 4 ounces of biscuit daily, reducing the issue of flour in proportion. The present quantity of flour to be made into bread is a very large quantity for the baker to make every day and in all weather.

Again, the peas should be issued on the same days as the pork. This is so done on Tuesdays, but on Fridays there is a ration of peas issued, the pork being a Saturday's ration. This last issue of peas has apparently been inadvertently left as a Friday's ration (as that was the pork-day under the old dietary scale), when the scale was altered by the Hon. the Minister for Immigration, in his Despatch No. 338, of the 18th November, 1874.

My recommendation for modification of the dietary scale in Schedule A would therefore be as follows, viz.,—

SCHEDULE A.

	Beef (a).	Pork (a).	Preserved Meat (b).	Suet.	Butter (c).	Biscuit (d).	Flour (e).		Rice or Oatmeal (f).	Peas.	Potatoes.		Carrots.	Onions (g).	Raisins.	Tea.	Coffee, Roasted.	Sugar, Raw.	Molasses, West India.	Water.
							Raw.	To be issued as Bread.			Fresh or	Preserved.								
Sunday ...	...	...	6	...	...	4	...	9	4	...	1	$\frac{1}{4}$	...	...	...	$\frac{1}{2}$	...	4	...	3
Monday ...	8	...	...	3	3	4	7	9	4	...	...	...	4	...	4	...	$\frac{1}{2}$	...	4	3
Tuesday ...	...	8	...	...	...	4	...	9	4	$\frac{1}{4}$	...	...	...	...	...	$\frac{1}{2}$	...	4	...	3
Wednesday ...	...	...	8	...	3	4	...	9	4	...	1	$\frac{1}{4}$	...	3	...	...	$\frac{1}{2}$	...	...	3
Thursday ...	8	...	...	3	...	4	7	9	4	...	...	...	4	...	4	...	...	4	...	3
Friday ...	...	...	6	...	...	4	...	9	4	...	1	$\frac{1}{4}$	...	...	...	$\frac{1}{2}$	...	...	4	3
Saturday ...	...	8	...	...	3	4	...	9	4	$\frac{1}{4}$	...	...	...	...	...	...	$\frac{1}{2}$	4	...	3
Weekly Totals ...	16	16	20	6	9	28	14	63	28	$\frac{1}{2}$	3	$\frac{1}{4}$	8	3	8	1 $\frac{1}{2}$	2	16	8	21

Mixed pickles, $\frac{1}{2}$ pint; salt, 2 oz.; mustard, $\frac{1}{2}$ oz.; pepper, $\frac{1}{2}$ oz.; lime-juice (while in tropics), 6 oz.

(aa.) These articles are to be prime new Irish or American, East India beef, and picked pieces of prime mess pork, either Irish, Dantzic, or Hamburg.

(b.) No part of this supply to consist of soup and bouilli.

(c.) Only 3 oz. of butter per week to be issued to each child.

(d.) The biscuit to be extra Navy biscuit. The whole supply to be put on board in tanks, or sound air-tight casks.

(e.) The flour to be kiln-dried, and the whole supply to be put on board in sound air-tight casks. The quantity to be issued as soft bread is to be issued to the baker, and by him to be made into bread.

(f.) Equal weights of rice and oatmeal to be shipped, and the distribution to be made, as far as practicable, according to the preference of the passengers respectively.

(g.) No onions to be issued to the children.

To provide for the above rations at sea, the following quantities at least of provisions and water are to be shipped for every 100 statute adults, and in the same proportion for any number less than 100 statute adults:—

2,144 lbs. beef.	403 lbs. preserved onions.
2,144 lbs. pork.	1,072 lbs. raisins.
2,680 lbs. preserved meat.	201 lbs. tea.
806 lbs. suet.	268 lbs. roasted coffee.
1,206 lbs. butter.	2,144 lbs. raw sugar.
3,750 lbs. biscuit.	1,072 lbs. molasses.
10,320 lbs. flour.	536 pints mixed pickles.
1,809 lbs. rice.	67 lbs. mustard.
1,809 lbs. oatmeal.	268 lbs. salt.
1,072 pints peas.	34 lbs. pepper.
1,608 lbs. preserved potatoes.	300 lbs. lime-juice.
1,072 lbs. preserved carrots.	13,000 gallons water.

N.B.—The quantities of salt beef and salt pork will have to be reduced, and the quantity of preserved meat increased in equal proportion, according to the number of children in each ship; 2 lbs. less butter and 4 lbs. less onions to be shipped for each child included in the number of statute adults.

The quantity of butter shipped for each child is in excess of the quantity required to be issued under the Passengers Act, this Act requiring only 2 ounces per week for each child, the dietary scale now in force requiring 3 ounces. I therefore think that it would be a very desirable thing to issue butter only twice a week to the children—say, on Mondays and Saturdays—1 ounce on each day, and instead of the ration of butter on Wednesday, to issue for each child 1 ounce of marmalade or some kind of fruit jam, though I think the marmalade most wholesome. The cost would certainly not be more than the butter, but I believe something less, and it would be a nice change in the dietary of the children.

Schedule B.—I regret that the article condensed egg has been omitted from the children's and infants' dietary scales; it is a most nutritious food, and can be easily prepared. The raw eggs, owing to the difficulty of preserving them, were no doubt in almost every case complained of, but the surgeons, with very rare exceptions, have always spoken well of the condensed egg, and many have expressed to me their regret that it has been discontinued.

Clause 23 (24 in first schedule, 16th November, 1876).—I think the sanction given to the Company to procure the supply of medicines other than from the Apothecaries' Company is undesirable. It is very difficult to ascertain the quality of drugs, &c., before they are tested by use, therefore the necessity for having them supplied by a corporation, whose recognized position insures that everything will be of the very best description. There were many drugs required by the authorized scale of the Board of Trade omitted from Schedule D of the copy of contract first transmitted: this omission is fully supplied in Schedule D of the copy of contract dated 16th November, 1876.

Clause 25 (26 in first schedule, 16th November, 1876).—I have always thought it objectionable to allow any other passengers but Government emigrants to be carried in ships chartered for Government passengers; they interfere materially with the efficient discipline of the ship, and I am still of opinion that it would be very desirable, if possible, to prohibit the carriage of any other. Her Majesty's Emigration Commissioners for some years, in all their later chartered ships, prohibited the

carriage of any other passengers than their own; and the Governments of New South Wales and South Australia both stipulate in their charter-parties that "No passengers other than those provided by the Agent-General are to be taken in the vessel."

Clause 30 (31 in first schedule, 16th November, 1876).—The provision for the passage of a schoolmaster as a second-class passenger (if required) has been struck out. I think it would have been well to have retained this. An allowance of one pint bottle of beer to the matron was substituted for one quart bottle: this has been altered in the present copy of the contract to the quantity originally fixed on—namely, one quart, which is, I think, not an excessive allowance.

Clause 35 has been struck out from the first schedule, the first part of it having been provided for in clause 11 of the contract; but the latter part of clause 35 was most important in the interest of the Government, and should, I think, be replaced either in the body of any future contract or in the schedule. I allude to the following:—"Beyond the above rates no other charge whatever shall be made in respect of any of the passengers provided by the party of the second part, or of extra fittings or alterations in fittings of the ship at the port or time of embarkation, or of any expenses consequent on the ship's putting back or into any port from any cause whatever, or in respect of any of the matters aforesaid."

Clause 37 (35 in first schedule, 16th November, 1876).—There are important omissions from this clause—namely, from paragraph 3, "until satisfied that all the stipulations of the charter-party have been properly fulfilled;" and from subsection 2, "properly treated on the voyage;" and that "the stipulations in the charter-party appear to have been in all respects duly observed and fulfilled."

I have the honor to inclose herewith copies of the invoices of extra provisions supplied to the following ships:—"Orari," "Inverness," "Howrah," and "Rangitikei," all which were supplied under the dietary scale in force before the new contract, that being the scale in the prospectus issued to the bulk of the emigrants who were engaged for these ships.

I have, &c.,

EDWARD A. SMITH, R.N.,
Despatching Officer.

The Agent-General for New Zealand.

No. 21.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 61.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

12th January, 1877.

SIR,—

In pursuance of the instructions contained in the Hon. the Colonial Secretary's letter No. 148 of October 19th last, your memorandum No. 225 of the 18th October, and your letter No. 248 of the 17th November last, to make all the reductions in my department which I consider possible, I have lost no time in considering the question, and I have now the honor to inform you of the opinions I have arrived at, and what I have done and purpose to do in the matter. I found at the office at Westminster the following officers (I place opposite to the name of each his position and salary):—

Walter Kennaway	...	Secretary to the department	£800 per annum.
J. Cashel Hoey	...	Private Secretary	400 "
W. G. McKellar	...	Accountant	500 "
A. O. Ottywell	...	...	400 "
E. A. Smith	...	Despatching Officer	400 "
R. Hackworth	...	Clerk	225 "
Thos. Shortt	...	Clerk	180 "
B. McKillian	...	Clerk	130 "
Wm. Johnson	...	Clerk	120 "
E. R. Sison	...	Clerk	120 "
J. F. Collas	...	Clerk	80 "
David Fenn	...	Messenger	39 "
Wm. Byde	...	Messenger	26 "

I have not included Mr. Hartwright, the Audit officer, in above list, as I do not consider that he is subject to my control or strictly an officer of the department. The rooms occupied by the Agent-General consisted of one store room on the basement at an annual rent of £20.16s., five rooms on the ground floor at an annual rental of £240, four rooms on the first floor at an annual rent of £200, and two rooms on the third floor at an annual rent of £65. It was evident to me that having the rooms so much separated entailed extra expense of officers, wasted valuable time, and made it difficult for me to efficiently watch over the department. Next to the rooms on the first floor to which I have referred there is a set of similar rooms of the same number, four, but rather larger in extent. I have come to the conclusion that, with the reductions I propose to make, these four rooms will do as substitutes for the rooms on the ground floor and the rooms on the third floor. They will enable the business of the office to be carried on both more efficiently and with greater economy. I am led to believe that I can get these four rooms for £250 per annum, and that the landlord will take back the rooms I propose to give up, for which the rent is £305, so that the substitution for rent will effect a saving of £55. I have not yet a final acceptance from the landlord, as it has to be submitted to a Board, the landlord being the Mutual Tontine Association. The other advantages of the change are greater even than the saving of rent. With the change of rooms I propose to do away with the distinctive character of the department which has grown up. I find that Mr. Kennaway was not fully in the position of head of the department under the Agent-General. There were, in fact, something like three departments—namely, the emigration under Mr. Kennaway and Mr. Ottywell, the public works and accounting under Mr. McKellar, and the confidential under Mr. Hoey, with the assistance

of a clerk, Mr. Hackworth. There was besides the officer of the Audit Department. I now propose that the whole department shall be subject to Mr. Kennaway's direct control, excepting only Mr. Hoey, who will act as confidential or, as it is usually termed, Private Secretary. If he require assistance, he will have to seek it from Mr. Kennaway. I propose that the correspondence concerning public works shall pass through Mr. Kennaway, instead of, as hitherto, through Mr. McKellar, without Mr. Kennaway's intervention. On the other hand I shall try to arrange that the immigration accounts shall be kept by Mr. McKellar, instead of by a separate officer in the immigration branch. Of the officers I propose to retain, I may observe as follows:—I am confident that Mr. Kennaway is excellently suited to the position he occupies; Mr. McKellar seems to me to be a thoroughly efficient accountant, though not much accustomed to the system of written records adopted in Government offices; and I have been able to observe that Mr. Hackworth is a most zealous and trustworthy clerk. I consider that I am fortunate in finding that Mr. Hoey is willing to continue to give me his able services. I have every reason to think that he will render me great assistance. I have little present need of the services of the Despatching Officer, Captain Smith, but I cannot bring myself to dispense with him. He is a most excellent officer, and when the season arrives for resuming emigration his services will be invaluable. In the reductions I make, I bear in mind the intimation made to me that you propose to have about 5,000 emigrants sent out yearly. It would be unwise to dispense with an officer who could not, when required, be easily replaced. As far as additional ordinary clerical assistance is concerned, it can be easily obtained if it be required during the emigration season. I propose also to retain the services of Mr. McKillian, who has acted as clerk to Mr. McKellar, and of three out of the four clerks in the immigration branch. I will thus dispense with the services of Mr. Ottywell, and of one clerk. I have had great difficulty in deciding about Mr. Ottywell. The Agent-General was directed some time ago to dispense with his services, but on his (the Agent-General's) representations, Mr. Ottywell was allowed to remain some additional time. There is no longer any occasion for his services. I am not singular in this opinion. Sir W. Power, in alluding to him as "supernumerary," indicates the same conclusion, as you will observe by a copy of a memorandum on the subject which he left for me, and which I now enclose. The difficulty I have felt about Mr. Ottywell is that he has great claims upon the Government on account of the able and zealous services which he has rendered over a long period to the Government of the colony, and to the Provincial Government of Canterbury. Besides the salary from the Colonial Government, I find that he draws £300 a year from the Government of Canterbury. I need scarcely observe that Mr. Kennaway will be able to transact any business requiring a special knowledge of Canterbury. I have personally told Mr. Ottywell that, whilst I desired to show him every consideration, I had no longer occasion for his services; but that I wished to dispense with them in the manner which would be most agreeable to himself. I told him that there would no longer be any necessity for the Canterbury business to be separated from the ordinary business of the department, and that the provincial salary would necessarily cease; but that, in respect to it, I should urge upon the Government to place him, as regards compensation, upon the footing of the most favoured provincial officers. As concerned his General Government appointment, I told him I desired to relieve him of it with the utmost regard to his convenience and interest, and, therefore, without prejudice to his receiving compensation for loss of office, I would give him a month to consider his position, and to look out for other employment. I told him also that if I could aid him, during that month, in obtaining other employment I would do so, and that, if he elected to set up in business as a shipping broker, I would give him the business of the office we were in the habit of intrusting to our present brokers. Since then, I have taken into consideration Sir W. Power's suggestion to appoint Mr. Ottywell to the Scotch agency. At first I did not entertain the idea, as I thought it would be very distasteful to the people of Otago to interfere with the present Scotch agency. Subsequently I found that that agency was not working quite so smoothly as might be wished. I had a long conversation with Mr. Galbraith, and I think an arrangement may be made by which, while Mr. Andrew would retain a position of advice and control, Mr. Ottywell would attend to the shipping business. The advantages of such an arrangement would be that, whilst Mr. Andrew would be able to see that none of the old advantages to the Province of Otago are diminished, Mr. Ottywell would be able to make the office work in accord with this office, and would also, if desired, be able to extend the system of Scotch emigration. There is no question that Mr. Ottywell's special knowledge of shipping and emigration would be of great advantage. The arrangement could, I think, be carried out without adding to the present expenditure of the Scotch agency. You must, however, understand that I have not yet decided on it. I should require first to know that it would be agreeable to Mr. Andrew. I do not yet know that it would be agreeable to Mr. Ottywell. I mention it to you now, both because you will see that the suggestion has been made by Sir W. Power, and because, in case I make the change, and telegraph it to you, you will be able to understand its nature, and that it will not have been made without full regard to the feelings and wishes of those concerned in the present agency and Scotch business. I have had difficulty in coming to a conclusion concerning some of the outside agencies. I find that the total cost of Mr. and Mrs. Burton's services, and the expenses connected therewith, amount to £733 14s. 10d. for 1876. I am inclined to think that this might, without disadvantage, be saved; and I have telegraphed to you, asking if I should dispense with their services (copy enclosed). I send you papers which will show you the extent of their work. It is due to them to say that I believe they are very zealous. Mr. Cochrane's agency cost £647 16s. 9d. for the past year. I enclose papers to show you the extent of his work. As it is a resident agency, and the only one existent in Ireland, I do not propose to abolish it unless you instruct me to do so. Mr. Holloway's agency cost during 1876, £312 7s. Considering that Mr. Holloway has a personal knowledge of New Zealand, and that it will probably be convenient to use his services in a few months again, I have proposed to him, instead of dispensing with him altogether, that he take leave of absence at 35s. a week, until I hear from the colony that emigration operations are to be resumed.

The changes I have made, or propose making, may be thus epitomized (I omit any reference to the Scotch agency), saving in expenditure, namely,—

	£	s.	d.
Rent to the amount of	55	0	0
Mr. Ottywell's colonial salary	400	0	0
" provincial ditto	300	0	0
One clerk's (emigration branch) ditto	80	0	9
Mr. and Mrs. Burton's expenses and salary	733	14	10
Mr. Holloway's part salary, six months	32	10	0
Total saving	£1,601	4	10

I shall be glad to learn that the Government approve of the steps I have taken in response to their instructions given to me to effect all practicable reductions. I may point out to you that previous to my arrival very considerable reductions were made in the department, in accordance with the instructions sent to the late Agent-General by the Government.

The Hon. the Minister for Immigration.
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 21.

EXTRACT from Sir W. POWER's Memorandum on Emigration, dated 12th December, 1876.
THIS interval affords an opportunity for reconsidering some of the arrangements connected with immigration.

* * * * *
At Edinburgh a local agent is required to supervise embarkation, equipment, &c., at Glasgow, but that officer should be strictly and exclusively a member of the Agent-General's establishment, and would be perhaps more advantageously stationed at Glasgow than at Edinburgh. Mr. Ottywell, who is supernumerary in this office, might be thus employed with great advantage, and the services of Mr. Andrew might be dispensed with.

Enclosure 2 in No. 21.

EXTRACT from Sir WILLIAM POWER's Memorandum as to the State of the Department,
dated 12th December, 1876.

IN the memorandum on emigration, I have recommended that Mr. Ottywell should be offered the Scotch agency, in place of Mr. Andrew, who with his establishment might be dispensed with.

Mr. Ottywell has been long in the colonial service—is thoroughly competent, trustworthy, and experienced in all the details of emigration—and as his services would be exclusively and strictly confined to the Agent-General's establishment, he would be in every respect a more competent officer than our present Agent, Mr. Andrew, to whom our service is a secondary consideration. Some expense would be saved also with increased efficiency if the Agent were located in Glasgow. Mr. Ottywell would be quite competent also to undertake the superintendence of all the Scotch Agents, who would be paid exclusively by commission. He could also do much more to promote Scotch emigration in a way we could not expect Mr. Andrew to do with justice to his other occupations.

Enclosure 3 in No. 21.

RETURN relative to Mr. and Mrs. BURTON's Emigration Work during 1876.

1. Number of letters received from Mr. and Mrs. Burton, 75.
2. Number of letters addressed to Mr. Burton, 88.
3. Number of emigrants obtained through the joint agency of Mr. Burton and Mr. J. H. White (statute adults), 247.
4. Number of meetings, &c., held. The statements furnished by Mr. Burton in support of his monthly accounts of expenses show that sixty distinct charges were incurred for hire of lecture halls. It would therefore appear that Messrs. Burton and White held sixty meetings, besides some open-air engagements in July, and one meeting in a chapel in January during the present year.
5. Total amount paid during year 1876:—Mr. Burton, £719 14s. 10d.; Mrs. Burton, £14—total, £733 14s. 10d.

Notes.

Mr. Burton's connection with Mr. J. H. White was brought about in the following manner:—After taking up his appointment as Special Provincial Emigration Agent for Taranaki in the last quarter of 1874, Mr. Burton visited several districts, but was unsuccessful, and returned to London much discouraged. It occurred to me to suggest to the late Agent-General that Mr. Burton should be invited to visit Lincolnshire (Grimsby district), where a lecturer was wanted. The suggestion was adopted, and Mr. Carter introduced Mr. Burton to Mr. White, who was appointed at an earlier date on the recommendation of Mr. Andrew Duncan, of Canterbury.

Mr. Burton has since worked in conjunction with Mr. White at Laceby near Grimsby, and the surrounding districts.

Mr. White corresponds with the office with reference to the cases jointly introduced, remits deposits, receives embarkation orders, &c.; hence the paucity of letters between the office and Mr. Burton.

Mr. White receives commission on all cases introduced through the joint agency. The amount earned in this way during 1876 is about £130. The account for the last quarter is not yet made up. The £130 was paid to Mr. White only.

Mr. Burton's services were transferred to the General Government on the 1st June, 1875.

Mrs. Burton also received an appointment, her duties being those of Assistant Emigration Agent. This appointment was sanctioned by the Government.

Mr. Burton was employed on several occasions during 1876 in visiting applicants living in the country, whose proposals were forwarded direct to this office, and reporting as to their eligibility.

28th December, 1876.

ALBERT O. OTTYWELL.

Enclosure 4 in No. 21.

RETURN showing Number of Letters received from Mr. COCHRANE, Number of Emigrants obtained through his Agency, &c., for the Year 1876.

Total amount paid during the year (particulars as under) ... £647 16 9

Analysis of Expenditure.

Salary	...	...	...	...	...	£500	0	0
Postage and Telegrams	...	...	...	...	...	15	19	9
Rent	...	...	...	...	...	35	0	0
Travelling Expenses	...	...	...	...	...	10	2	6
Advertising	...	...	...	...	...	22	4	1
Taxes, Fuel, and General Petty Expenses	...	...	...	...	...	61	6	5
Bill Posting	...	...	...	...	...	3	4	0
						£647 16 9		

NOTE.—There is an account for travelling expenses in abeyance amounting to £18 10s. 4d.

1. Number of letters received from him, 129.

2. Number of letters addressed to him, 125.

3. Number of emigrants obtained through his agency (statute adults), 73.

These numbers are exclusive of some letters remitting and acknowledging deposits, which have been put away with the emigrants' papers, and cannot be readily collected. Probably these letters would increase the numbers under sections 1 and 2 by 25 each.

Mr. Cochrane was required, on two or three occasions during 1876, to visit applicants living in Ireland, whose proposals were forwarded direct to this office, and to report as to their eligibility.

28th December, 1876.

A. O. OTTYWELL.

Enclosure 5 in No. 21.

RETURN relating to Mr. HOLLOWAY'S Emigration Work during 1876.

1. Number of letters received from him, 83.

2. Number of letters addressed to him, 82.

3. Number of emigrants (statute adults) whose papers bear Mr. Holloway's name, 39½.

4. Number of meetings, &c., held by him, 137.

It appears from his vouchers and statements that Mr. Holloway delivered a lecture at each of the meetings referred to.

Mr. Holloway has, on various occasions during 1876, been required to visit applicants living in the provinces, and report as to their eligibility.

Total amount paid during the year 1876 on account of Mr. Holloway's agency, £312 7s.

2nd January, 1877.

A. O. OTTYWELL.

Enclosure 6 in No. 21.

COPY of TELEGRAM.

"SHALL I dispense with Burtons; their total cost last year over seven hundred?"

No. 22.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 99.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

5th February, 1877.

I have the honor to forward a copy of an interesting memorandum of Mr. Kennaway upon the subject of the Belfast agency. I shall not take upon myself the responsibility of abolishing the Belfast agency, because I do not know to what extent such a step might prejudice the Tauranga special settlement. As you are aware, a great deal of opposition to emigration has from time to time been shown at Belfast. I agree with Mr. Kennaway in thinking that the duties of the agency can be discharged from Scotland, especially if I succeed in arranging for Mr. Ottywell being located in Edinburgh. But before taking any step in the direction of abolishing the agency, I think that it would be desirable for you to communicate with the promoters of, and persons in authority in, the special settlement at Tauranga, after which you will be able to give me instructions in the matter.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

JULIUS VOGEL,
Agent-General.

Enclosure in No. 22.

Mr. W. KENNAWAY to the AGENT-GENERAL.

Ship from Belfast.

MR. COCHRANE has frequently pressed upon the notice of the Agent-General the desirability of ships being despatched direct from Belfast. In the case of the last vessel therefrom—the “Conflict”—some difficulty was encountered in filling the vessel, although more than three months’ special notice was given of her sailing. There is always difficulty, also, in getting such vessels away punctually, and unless the ship loads at London, and is then towed round to Belfast, she is compelled to take ballast, which is a source of loss to the shipowner. In considering the reduced numbers of emigrants which are likely to be sent out, I am inclined to think that the North of Ireland emigration is sufficiently provided for by vessels sailing from Glasgow, while emigration from the South of Ireland can go from Plymouth. If, however, it is decided to send a vessel from Belfast, its destination should, I think, be Auckland, as the fact of Mr. Stewart’s settlement being in that province would bring forward a larger number of immigrants than there would be in the case of any other province. Mr. Cochrane should avoid holding out any prospect of a direct ship until it is definitely fixed.

Local Agents.

Mr. Cochrane refers to the “remodelling and replacing” the local Agents, and I quite agree with the spirit of his remarks. There is no doubt that to maintain an efficient staff of local Agents it is very desirable for some one experienced in the matter of emigration to occasionally visit the districts from which the class of emigrants most required can be obtained, for the purpose of conferring with the local Agents, or, if he is not sending in emigrants to the extent he ought, to see about replacing him.

In Ireland there are nominally sixty local Agents; out of these sixty, thirty only have during the past year supplied emigrants. Through these thirty Agents 781½ statutory adults have been obtained, the total number of Irish sent during the same year (1876) being over 2,300 statutory adults. Twelve out of the thirty supplied under ten each; six out of the thirty supplied under twenty each; eleven out of the thirty supplied under fifty each.

One (Mr. Turbitt, of Strabane) supplied 284 adults, being more than one-third of the number obtained through all the local Agents in Ireland. The total amount of commission paid for these emigrants was £321. It is quite possible that by means of the placards, papers, &c., distributed through the local Agents, many applications are made direct to this office, for I believe that in a great number of cases people of sufficient intelligence prefer applying direct to going to a local Agent. The advantages derived from local agencies are not therefore to be measured solely from the actual number of emigrants supplied by them, but still the amount of success in that direction is a good test as to the general efficiency of each agency. It would therefore, I think, be desirable that the list of Agents should be examined from time to time with a view of replacing those who do not efficiently represent this office. I am inclined to suggest, considering the diminished amount of emigration, that during the slack months of the year, the Agent at Edinburgh, for instance, might visit Ireland for the purpose of inspecting and organizing the local agencies preparatory to the next emigration season. Mr. Turbitt, at Strabane, has proved himself an active and reliable local Agent, and, with him and other local agencies, periodically inspected. I think that the Belfast special agency might be dispensed with. The North of Ireland is the part where very desirable emigrants can be obtained, and can, I believe, be worked from Scotland both as regards the local agencies and the shipment of emigrants by the Clyde ships. As regards the South of Ireland, which the Belfast agency has not touched, it has been found that a sufficient number of suitable emigrants, and proportionate to the extent of the country and population, can be obtained through local agencies and by means of advertising. The same system of periodically visiting the principal local agencies should, I think, be also adopted with advantage as regards both England and Scotland, and if the emigrants are to start from Plymouth, the agencies in the best centres, in the Western Counties more particularly, require looking after. To obtain an adequate number of applications from which to select and finally ship from 5,000 to 6,000 suitable emigrants, it is, I believe, still necessary to give publicity to the matter by means both of good local agencies and advertisements. It is to be hoped that the nomination system will eventually supply all that are wanted; but, so far, that class of emigrants have formed only a small portion of the emigrants sent. The nominations may be numerous enough, but for some reason or other a large number of those nominated do not avail themselves of the privilege. It would perhaps be interesting to ascertain how many of the persons applying for free passages finally embark. I believe, from my own personal observation, the following to be a fairly approximate estimate, viz. :—

Out of 100 applications—

- 15 are rejected or do not proceed further.
- 15 are approved but do not pay the outfit money.
- 10 are approved, pay their outfit money, but at the last do not go.
- 60 finally embark.

100

If, therefore, 6,000 emigrants are required, 10,000 must apply before the requisite number is made up. (See note at foot.) This may appear to be travelling outside the subject of local agencies, but I mention it to show that it is still necessary to maintain them for the purpose of obtaining the requisite number, more particularly as it would seem probable that the period during which the emigrant ships will be despatched will be limited to six months in each year. As far as I have been able to judge, the local Agents, as a rule, are reliable; but no doubt the applications sent in

NOTE.—Out of 5,183 adults despatched in June to December, 1876, only 826½ were nominated.

by them require strict scrutiny by this department, so as to make it evident to the local Agents that any false representations as to character, &c., will in all probability be discovered, and that therefore it is not worth their while to attempt anything of the sort.

Approximate Estimate.

Applications from				Would produce			
1,700 single women				1,020 single women.			
3,000 single men				1,800 single men.			
1,350 Families	{	1,350 married men ... ..	...	810 Families	{	810 married men.	
		1,350 married women...	...			810 married women.	
		2,600 children ... ..	...			1,560 children.	
<hr/> 10,000 souls.				<hr/> 6,000 souls.			

In making the above estimate, the average proportion of single men and women and families usually sent is taken.

2nd February, 1877.

W. KENNAWAY.

No. 23.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 109.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

7th February, 1877.

SIR,—

I forward you the enclosed copy of correspondence relating to the Scotch agency. You will observe by it the arrangement into which I have entered with Mr. Andrew and Mr. Ottywell. The cost will be somewhat less than at present, as will be observed by the following statement of salaries. The other expenses should be about the same, unless at any time it was deemed expedient to direct Mr. Ottywell to inspect the agencies.

Present Cost of Salaries.

Mr. Andrew.—Colonial Government	...	...	...	...	£300
" Provincial Government	...	...	...	...	200
Mr. Auld.—Provincial Government	...	...	...	...	200
" Clerk	...	...	...	...	140
" Clerk	...	...	...	...	40
					£880

Proposed Cost.

Mr. Ottywell	...	...	...	...	...	£400
Mr. Andrew	...	...	...	...	...	286
Clerk	...	...	...	...	...	90
Clerk	...	...	...	...	...	40
						£816

I have not made this arrangement without much anxious consideration. For some time the Scotch agency has not worked smoothly with this agency, and since Mr. Adams's departure there has been no one in Scotland to attend to the shipping details as they are attended to here. Everything in fact is left to Messrs. Patrick Henderson and Co., and though those gentlemen have amply justified the confidence reposed in them, they did not, I think, desire to have the entire responsibility thrown on them. At least Mr. Galbraith gave me to understand that it would be very agreeable to him that there should be, in connection with the Scotch office, one so well versed in the requirements of emigrants as Mr. Ottywell. It is to be remembered that Messrs. Patrick Henderson and Co. have declined to continue under the new arrangement. Probably I shall have to employ the New Zealand Shipping Company at Glasgow, and in that case the terms of the agreement are such as will entitle the Company to require that there should be in Glasgow some one to fill an analogous position to that occupied by the Despatching Officer here, particularly as their head office is not there. The occasional inspection of the agencies is required, and Mr. Ottywell will be competent to make it. He would also be able to inspect the Irish agencies in case it was decided to dispense with the Belfast agency, about which I have separately written. I attach great importance to extending the relations between Scotland and New Zealand, and Mr. Ottywell will have time and ability to exert himself in this direction. Some consideration is also due to the fact that provision is made for so old and able an officer as Mr. Ottywell, in lieu of compensating him for the loss of his colonial appointment. For losing his provincial appointment he will still be entitled to compensation; and on his representation of the loss he will sustain by the removal of himself and family and effects from London to Scotland, I have agreed to allow him £50 for the cost of the same. Weight should also be attached to the fact that in retaining Mr. Andrew, deference will be shown to the feelings of the people of Otago, who hold his services in high esteem. I think, also, that in Scotland itself great advantage will be gained by not too rudely disturbing old arrangements. Whilst provision will thus be made for Mr. Ottywell, and the means afforded for working the agency in uniformity with the department much more harmoniously than hitherto, whilst also Mr. Ottywell will be capable of undertaking new and important duties, and whilst the traditions of the old agency will be carefully preserved, there will still be a direct money saving, not large it is true, but one which will swell the amount of the other savings, of which I have advised you. I had some hesitation in committing myself to the term "Commissioner,"

I found that by doing so I should best consult Mr. Andrew's wishes, and you have given me large powers in respect to re-organizing the agencies. You will, however, observe that the arrangements I have made are subject, in respect to their continuation, to the approval of the Government, and it will be competent to you, if you do not approve of them, to at once direct me to alter them in such manner as you may desire.

I have, &c.,

JULIUS VOGEL,
Agent-General.

The Hon. the Minister for Immigration,
Wellington.

Enclosure 1 in No. 23.

The AGENT-GENERAL to Mr. G. ANDREW.

DEAR SIR,—

7, Westminster Chambers, London, S.W., 24th January, 1877.

Owing to changes which have been made in the colony, as you are probably aware, the Provincial Government of Otago has ceased to exist, and you will no doubt feel that it is necessary to define your future position. Your charge as a provincial officer must cease, but such arrangements must be made as will still continue to Otago, as well as to the rest of the colony, the benefit of the agency. I cannot at present visit Scotland, but I would send down to confer with you the gentleman who acts under me in this department. Should you, however, prefer to see me personally, you might be able, without much inconvenience, to come up to London for the purpose.

I have, &c.,

JULIUS VOGEL,
Agent-General.

George Andrew, Esq.

Enclosure 2 in No. 23.

Mr. G. ANDREW to the AGENT-GENERAL.

DEAR SIR,—

Chambers, 3 Hope Street, Edinburgh, 25th January, 1877.

I am favoured with your letter of yesterday with reference to the change of arrangements necessary in consequence of the recent legislation in New Zealand. I could wait upon you personally in London on Monday, the 4th February, but if that date would be too late, or otherwise inconvenient for you, I shall be glad to see Mr. Kennaway here at any time which he may fix.

I have, &c.,

GEORGE ANDREW.

Sir Julius Vogel,
Agent-General for New Zealand, London.

Enclosure 3 in No. 23.

The AGENT-GENERAL to Mr. G. ANDREW.

SIR,—

7, Westminster Chambers, London, S.W., 7th February, 1877.

Referring to our conversation on the subject of the changes rendered necessary by the abolition of the provincial system in New Zealand, I have the honor to observe that in consequence of those changes it is unnecessary to continue to maintain a distinct agency for the Province of Otago in Scotland. I would, however, feel so much reluctance to disturb relations which have long existed to the benefit of New Zealand, that I should hesitate to make any alteration which had not your concurrence, and which would not give to Otago, in common with the rest of New Zealand, the advantage of your aid, counsel, and influence.

The following proposal, however, with one exception, to which I will presently refer, I understand to be not only agreeable to you, but one which, in relieving you from the drudgery of some of the details of the agency, would be more convenient to you, having regard to the large demands upon your time. It is that you shall act in future as Commissioner to the Scotch agency for New Zealand, the details of the office to be undertaken by Mr. Ottywell, who will act as Secretary to the Scotch agency. Mr. Ottywell, whilst communicating with and receiving communications from this office direct, will be instructed to consult you and take advantage of your advice whenever the necessity arises. The exception to which I have referred is that I have not included Mr. Auld as your associate, as you suggested should be done, and that he should draw an amount of the honorarium, bearing a proportion equal to the proportion which his salary now bears to yours. On reflection, I have come to the conclusion not to make this proposal to Mr. Auld, although I am sure he will appreciate your loyalty in suggesting and desiring it. I do not see that any object would be gained by retaining Mr. Auld's services, whilst the difficulty arising from a dual commission might interpose obstacles to the effectual working of the agency. Mr. Auld has not been in the service of the Colonial Government, nor has he, like you, had the actual discharge of the duties of the department. I feel sure that your aid, counsel, and influence will be sufficient to enable Mr. Ottywell to effectually maintain the character of the agency.

I propose that you should draw the sum as agreed—namely, five-sevenths of £400, or, say, £286 annually. I do not doubt that this arrangement will be agreeable to the Government, and I propose that it should take effect from the 1st proximo. As, however, in some respects it may be held to go beyond the general powers which the Government have given to me to re-organize the agencies, I must stipulate that the arrangement is to be subject to the approval of the Government so far as its continuation is concerned after advice of its nature has reached the colony.

I have, &c.,

JULIUS VOGEL,
Agent-General.

George Andrew, Esq.

Enclosure 4 in No. 23.

Mr. G. ANDREW to the AGENT-GENERAL.

New Zealand Agency, 3, Hope Street, Edinburgh,
9th February, 1877.

SIR,—

I have the honor to acknowledge receipt of your letter of yesterday's date confirming (subject to the approval of the New Zealand Government)—with the exception therein mentioned—the arrangement which I made with you personally when in London on 6th instant for the future conduct of this agency. I would, however, suggest for your consideration that the sum to be paid to me annually should be fixed at £300, instead of the odd sum of £286. I do not doubt that the new arrangement will work satisfactorily, and I shall expect Mr. Ottywell here by the 1st of March.

I have, &c.,

GEORGE ANDREW.

Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand, London.

Enclosure 5 in No. 23.

The AGENT-GENERAL to Mr. G. ANDREW.

7, Westminster Chambers, London, S.W., 10th February, 1877.

SIR,—

I have the honor to acknowledge the receipt of your letter of 9th instant, in reply to mine of 8th. With regard to the sum to be paid to you annually, I think you had better consider that we fixed the amount at our interview, and that it had better remain as then determined. I may add that I have received instructions from the Government to make all practicable reductions.

I have, &c.,

JULIUS VOGEL,

Agent-General.

George Andrew, Esq.

Enclosure 6 in No. 23.

The AGENT-GENERAL to Mr. A. O. OTTYWELL.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
9th February, 1877.

SIR,—

I have the honor to inform you that I have considered it expedient to make certain alterations in the constitution of the agency for New Zealand in Scotland. Under the altered system, Mr. George Andrew, who has hitherto acted as Secretary, and latterly as Agent, will assume the office of Commissioner, or adviser to the agency; and I have pleasure in offering you the appointment of Secretary to the agency. The salary will be four hundred pounds (£400) annually, to commence on the 1st March proximo, on which date it is my desire that you commence your duties as Secretary. It is understood that, as Commissioner, Mr. Andrew will give you the benefit of his aid, counsel, and influence in any matters on which it may be found necessary to consult him. The offices of the agency are at No. 3, Hope Street, Edinburgh. The rent of the two rooms appropriated to the purpose of the New Zealand Agency—which are on the first floor of the house—is to be £50 per annum, payable half-yearly to Mr. Andrew, the lessee of the entire building. You will, upon your occupancy of the rooms, arrange to have a gas meter fixed, in order that the supply of gas to the agency may be separately registered and charged for. A clerk will be engaged at a salary of £90 per annum to assist you in the work of the agency. I have arranged with Mr. Andrew that the junior clerk or messenger now employed in the offices of the agency shall be transferred to our service on the 1st March. Your correspondence will be direct with this office, but, as before stated, you will confer with Mr. Andrew whenever the necessity to do so may arise. As you may have frequent occasion to travel between Edinburgh and Glasgow, you are at liberty to purchase an annual or season ticket on one of the railway lines connecting those cities. You will be allowed the sum of £50 in aid of the expense of your removal from London to Edinburgh. I do not doubt that this arrangement will be agreeable to the Government. As, however, in some respects it may be held to go beyond the general powers which the Government have given to me to re-organize the agencies, I must stipulate that the arrangement is to be subject to the approval of the Government so far as its continuation is concerned after advice of its nature has reached the colony.

I have, &c.,

JULIUS VOGEL,

Agent-General.

Albert O. Ottywell, Esq.

Enclosure 7 in No. 23.

The AGENT-GENERAL to Mr. AULD.

7, Westminster Chambers, London, S.W., 7th February, 1877.

SIR,—

I have the honor to state to you that the provincial system in New Zealand having been abolished, there is no longer need for your continuing to act in the capacity of Provincial Agent.

I shall be glad to forward to the colony any claim you may consider that you have for compensation on account of the abolishment of your office. It will probably be found that you come under the provisions for compensation for which the Abolition Act provides.

I take the opportunity of thanking you for the services you have hitherto rendered, and of expressing regret that the altered condition of affairs makes it unnecessary to continue those services.

I have, &c.,

JULIUS VOGEL,

Agent-General.

— Auld, Esq., Edinburgh.

Enclosure 8 in No. 23.

Mr. A. O. OTTYWELL to the AGENT-GENERAL.

SIR,—

7, Westminster Chambers, London, S.W., 10th February, 1877.

I have the honor to acknowledge the receipt of your letter of the 9th instant, in which you inform me of certain changes you have determined to make in the constitution of the agency for New Zealand in Scotland, and offer me the appointment of Secretary to the Agency in Edinburgh. I beg to thank you for this offer, and to intimate my acceptance of it. Your letter contains also certain instructions. These, as well as all other duties pertaining to the appointment, shall be carried out to the best of my ability.

The Hon. Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand.

I have, &c.,
ALBERT O. OTTYWELL.

No. 24.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 111.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
7th February, 1877.

SIR,—

Referring to your instructions to me to settle the question of the Blackwell depôt, I have the honor to state that I have had two interviews with Mr. Hill, the lessee of the Blackwall depôt, as also the lessee of the depôt at Plymouth.

I found that Mr. Hill was anxious in every way to meet the views of the Government. He was willing to keep up the Blackwall depôt on the guarantee of the smallest number that would pay his actual expenses out of pocket. I was unable to make any proposition on the subject. I told him that it was convenient to have a depôt at Blackwall, which could be used in case of need, but at the same time not only would the total number of emigrants sent out be reduced, but I also recognized that where Plymouth could be reached at the same rate, it was desirable to save the emigrants the miseries of the Channel passage. I found that Mr. Hill had been making, and was still continuing to make, elaborate arrangements with the railway companies to enable emigrants to reach Plymouth at much reduced rates and with extra comfort. Mr. Hill also agreed, on my suggestion, to waive so much of his claim to compensation as might be covered by the number of emigrants using the Plymouth depôt during one year. I think this is a very handsome arrangement on the part of Mr. Hill, and one which entitles him to the thanks of the Government. I enclose correspondence with Mr Hill, as also correspondence with the Colonial Office, on the subject of despatching emigrants from Plymouth or Fal-mouth, instead of London.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 24.

Mr. A. HILL to the AGENT-GENERAL.

Colonial Government Emigration Offices, Reading,
20th January, 1877.

SIR,—

I now write, as you desired me, on the subject of emigration and the depôt service, before being granted an interview. The first point to which I wished to draw your attention is, that it having been decided by the New Zealand Government not to continue the Blackwall depôt, I am now making arrangements to close it on the 25th March. But in the event of any fresh circumstances having arisen which would lead you to desire to rescind that resolution, arrangements might still be made to continue it, provided they were made at once; and I think it fair and right to your Government that you should have the latest opportunity to act in case any change may have occurred in your views on this point. In the next place I am desirous to know whether, in the event of a resumption of emigration in the spring, you will be likely to avail yourself of your Plymouth depôt for your people. Without involving any contract as to numbers, it is desirable that I should know this. We shall have a certain number of ships for the New South Wales and South Australian Governments, and in making arrangements at Plymouth this spring it will be an advantage to know approximately what provision to make for all. The details relating to the working of Plymouth, with relative cost, capacity and convenience, and the facilities afforded by special railway arrangements, are matters which I should desire to lay before you in person if you will kindly accord me the opportunity to do so.

Sir Julius Vogel, &c., &c.,
Agent-General for New Zealand.

I have, &c.,
A. HILL.

Enclosure 2 in No. 24.

Mr. A. HILL to the AGENT-GENERAL.

Colonial Government Emigration Offices, Reading,
31st January, 1877.

SIR,—

Referring to my interview with you on the subject of the depôt service, I have deferred writing for a day or two in order to go very closely into the question of Blackwall, as I gathered that you would still like to have an effort made to give you the option of continuing it; and I therefore wished to calculate more in detail than I had before done while under the impression that the decision

of your Government as to the closing of that depôt was final. I can now put the question of Blackwall before you, having heard your views, in a somewhat different shape from that we discussed, and am prepared to submit an alternative proposal, to meet your wish as far as practicable, for Blackwall or Plymouth—not that I at all desire to urge the continuance of Blackwall, because, for a comparatively small amount of emigration, I believe Plymouth would, all things considered, serve you better, but it is right that you should have before you the best terms I can arrange for Blackwall if you desire to retain it, and I may have somewhat misled you as to this at my interview, through not having sufficiently considered the point. I will put in writing proposals, with full details as to rail fares, &c., to Plymouth, and give them to you on Monday or Tuesday, so as to incur no further delay, if you will kindly spare me a few minutes for personal explanation at the same time on one of those days.

Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand.

I have, &c.,
ARTHUR HILL.

Enclosure 3 in No. 24.

Mr. A. HILL to the AGENT-GENERAL.

SIR,—

Reading, 3rd February, 1877.

It having been decided by the Government of New Zealand that Blackwall depôt will no longer be required, the contract which was made in 1874 stands thus:—30,000 statute adults were to have been sent from the depôt, 24,915 statute adults have been actually sent, leaving 5,085 deficiency, which, at the agreed allowance of 1s. per statute adult, amounts to £254 5s., the sum now due to me on the contract.

With the view to seek an arrangement which would at the same time answer my purpose, provide you with depôt service for your people, and avoid the necessity of taking what might appear as a stringent view with respect to the penalty, I beg to submit to you as follows:—

That my claim for the £254 5s. shall be deferred for one year, till the 31st March, 1878, and that all the emigrants you may send from Plymouth in the meantime shall count in reduction of the 5,085 statute adults deficient on the Blackwall contract, you only paying me, on the 31st March, 1878, 1s. per statute adult on the deficiency, if any, which may then still remain out of the 5,085 now due to me. The terms to be paid at Plymouth to be those now in force with the other Colonial Governments, the same rate per diem as at Blackwall.

The advantages of the depôt service at Plymouth are—

Accommodation.

We have three times more space than at Blackwall, open yard room for exercise, and better appliances, and are therefore better able to provide in all respects for the comfort and wants of the people.

Luggage.

There is ample store room for boxes, which are thus under our control, and accessible to the people, whereas at Blackwall heavy dock and pier dues are levied, and a separate building required. Also, the examination of boxes for prohibited articles is thus rendered practicable.

Arrival.

Arrangements exist for meeting trains and steamers on the days of arrival, to convey the people's luggage in vans direct to the depôt, so that emigrants are not liable to plunder, or put to any cost whatever.

Embarking.

The depôt having a fine frontage to the open sea, with secure private landing dock and steps, the embarking is very convenient indeed for both emigrants and their boxes.

Single Women.

The space for out-door exercise in so cheerful a situation enables us to keep the single women in the depôt, without the confinement being a hardship, and thus they are saved from many risks.

Irish and Scotch Emigrants.

The steamers from Dublin, Cork, Limerick, Waterford, and Belfast bring Irish emigrants direct to Plymouth at a smaller cost than they would pay to reach London, and the Glasgow boat brings Scotch emigrants also at very low fares.

Railway Arrangements for English Emigrants.

We have now in work a system of passes by which all emigrants are able to take tickets from the principal stations in the South and South-west of England at rates considerably below ordinary third-class fares, available by all trains, with extra luggage free, and this will very soon be extended to the whole of the Midland and Northern Counties. Under this plan, which involves no cost to the Colonial Government, taking the average of the whole kingdom, Plymouth is quite as cheap of access for the emigrants as London. The people who live actually in London are certainly under some small disadvantage, but considering that even to reach Blackwall they incur some cost, while at Plymouth they escape all luggage charges and dock dues, have no expenses from the station, and avoid the Channel passage, they are not prejudiced much, while the emigrants from the South, South-west, Midland Counties, Wales, and North of England, are certainly given an advantage.

Departure of Ships.

When the people are embarked at Plymouth they escape all danger of rough weather, &c., and delays in the Channel, for with a W.S.W. wind a ship clears Cape Finisterre, while one from London

with the same wind may be detained many days. With the present arrangements at Plymouth for embarking, and free access given by rail to the Despatching Officer of the Government, the distance of seven to eight hours from London is not felt to be a difficulty, and in the case of New South Wales, Victoria, and Adelaide, all their ships are sent from Plymouth depôt, with results entirely satisfactory to the several Governments.

I beg to enclose you papers referring to the system of railway arrangements herein alluded to.

Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand.

I have, &c.,
ARTHUR HILL.

Enclosure 4 in No. 24.

Mr. J. BRAMSTON to the AGENT-GENERAL.

SIR,—

Colonial Office, Downing Street, 30th January, 1877.

I am directed by the Earl of Carnarvon to transmit to you a copy of a letter from Mr. W. F. Brown, offering a suggestion that the owners of emigrant ships should be induced to call at Plymouth or Falmouth, in order to diminish the great risk incurred by emigrants embarking at London before clearing the English Channel.

The Agent-General for New Zealand.

I have, &c.,
JOHN BRAMSTON.

Sub-Enclosure to Enclosure 4 in No. 24.

Mr. W. F. BROWN to the COLONIAL OFFICE.

Emigrant Ships.

SIR,—

Lyne Regis, Dorset, 2nd January, 1877.

With the view of diminishing as much as possible the very great risks that emigrants embarking at London before clearing the English Channel, owing to the frequent and increasing occurrence of collisions and of shipwreck, I, as an old naval officer, most respectfully take the liberty of submitting whether the owners of emigrant vessels might not be advantageously induced, and other parties interested in the questions, to arrange that their vessels should call at Plymouth (as some now do), or at Falmouth, which is a less crowded but very safe port, and cheaper in most respects, instead of embarking at London, especially for parties residing in the Western Counties and Ireland.

2. I beg to annex an estimated statement showing that the probable expense of the land journey in question is greatly in favour of the arrangement in regard to comfort as well as preservation of life.

G. W. Herbert, Esq.

I have, &c.,
W. F. BROWN, R.N.

Enclosure in Sub-Enclosure to Enclosure 4 in No. 25.

ABSTRACT STATEMENT alluded to in the foregoing Letter of 2nd January, 1877.

DR.	£	s.	d.	CR.	£	s.	d.
To carriage by rail from London to Plymouth or Falmouth, per head, including refreshments...	1	0	0	By saving of ship's provisions, preparing it, &c., during an average of three days from London to Plymouth, at 2s. 6d. each, deductible from passage money to colony	0	7	6
Expense of board and lodging thereat, 2s. 6d. each person per diem, for an average stay of three days for arrival of vessel from London	0	7	6	Escape of the probable discomfort, sea sickness, &c., for an average of three days, in many cases more than as many weeks	1	0	0
				Escape of collision and ship, &c., during the period in the most dangerous portion of the voyage.			
				Balance incalculable in regard to the preservation of life, also of a portion of personal luggage taken to Plymouth by rail.			
	£1	7	6		£1	7	6

Enclosure 5 in No. 24.

The AGENT-GENERAL to the COLONIAL OFFICE.

SIR,—

7, Westminster Chambers, London, S.W., 1st February, 1877.

I have the honor to acknowledge the receipt of your letter of the 30th January, in which you forward me, by direction of the Earl of Carnarvon, a letter from Mr. F. W. Brown, in which that gentleman suggests that Plymouth or Falmouth should be selected in preference to London for the embarkation of emigrants. In reply, I have to say that the matter has already received my attention, and that it is probable in future Plymouth will be adopted in preference to London as the port of embarkation for the bulk of the assisted emigrants proceeding to New Zealand, excepting those from the Clyde. Mr. Brown will be glad to know that the railway companies are making special arrangements for the cheap carriage of emigrants and luggage, so that he overestimates the cost of the railway fare even from London, whilst from many parts of England, Ireland, and Wales, where the intending emigrants reside, Plymouth can be reached cheaper than London, and there is no necessity for them passing through the latter place.

The Under Secretary of State for the Colonies.

I am, &c.,
JULIUS VOGEL,
Agent-General.

No. 25.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 114.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

7th February, 1877.

SIR,—

Referring to your letter No. 234, of 25th October last, transmitting copies of letters from the New Zealand Shipping Company making certain representations with respect to the matter of emigration from the Clyde, I forward you an exhaustive memorandum on the subject by Mr. Kennaway. I do not think it necessary to comment on this memorandum beyond saying that, besides explaining the circumstances in connection with the complaint made to you, it refers to questions which may arise in the future, and about which it would be very desirable to have the views of the head of the department. I shall therefore be glad to learn if you consider that the moderate discretion as to the ports of embarkation for which Mr. Kennaway contends should be permitted, or if there is anything in the agreement which makes it necessary to draw a hard and fast line independently of the exceptional circumstances which may have to be considered.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure in No. 25.

Mr. W. KENNAWAY to the AGENT-GENERAL.

3rd February, 1877.

REFERRING to the Hon. the Minister for Immigration's letter No 234, of the 25th October last, and to the communications of the Manager of the New Zealand Shipping Company in the colony, copies of which are attached thereto, I have to report as follows:—

1st. Otago immigration being limited to the Clyde ships.—As to the whole of the Otago emigration of last season going from the Clyde, I attach letters and telegram received by me from the late Dr. Featherston, by which you will see that all the Otago emigrants were despatched from the Clyde in accordance with his directions.

These directions I received after Mr. Galbraith had had a personal interview with Dr. Featherston at Brighton. I subsequently suggested that an emigrant ship should be sent from London to Otago, but Dr. Featherston considered that he was bound to send all the Otago emigrants from the Clyde by the Albion Company's ships.

2nd. Ships "Conflict" from Belfast, and "Jessie Osborne" from the Clyde.—As to the case of the ships "Conflict" and "Jessie Osborne," mentioned in the last paragraph of Mr. Smith's letter of 24th June, special efforts were made to give the "Conflict" (the New Zealand Shipping Company's vessel) a full complement of emigrants.

Four months prior to her sailing, special advertisements were inserted in the Irish papers announcing the intention to despatch a free emigrant vessel direct from Belfast to Canterbury.

No number was guaranteed, but I remember that at the time it was thought that the "Conflict" was too large a vessel for the service, but as, by some arrangement with Messrs. Shaw, Savill, and Co., the Shipping Company had already engaged her, and she was at Liverpool, they laid her on as the Belfast ship.

The following were the numbers and nationalities of the emigrants in the two ships:—

	English.	Scotch.	Irish.	Other Countries.	Total. Souls.	Adults.
"Conflict" ...	3	2	264	2	271	= 247
"Jessie Osborne"	10	229	45	0	284	= 248

The complaint of the Shipping Company, it may be presumed, refers to the forty-five Irish who went by the "Jessie Osborne."

The date of embarkation for the "Conflict" was October 15th; the date of embarkation for the "Jessie Osborne" was November 5th.

On examining the papers, it is found that four only out of forty-five above-mentioned Irish were approved for the "Jessie Osborne" prior to the date of the embarkation for the "Conflict."

Of these four, who were approved by the Scotch agency, two were approved on the 7th October, eight days before date of embarkation of "Conflict," and the other two on October 1st, fourteen days before the same date. I have not pursued the inquiry further by asking the Scotch agency to explain the circumstances under which these four Irish emigrants were accepted for the Clyde ship rather than for the Belfast vessel, but it is quite possible that either these Irish were resident in Scotland, or were not prepared to go at so early a date as October 15th.

It is quite possible that the Shipping Company may point out, in answer to the above facts, that the "Conflict" did not actually sail till 4th November; that is quite true, but it was intended fully that she should start on the original date fixed (October 15th), and the delay was from day to day, and was entirely owing to the Company not having the ship ready in time.

So much was this the case, that the emigrants were assembled at Belfast, and had to wait there, maintained by the Company, for upwards of a fortnight.

It is obvious, therefore, that it was impossible to approve of emigrants for the "Conflict," at all events after the 15th October, the date first fixed for the embarkation.

I may add that over 300 adults were approved for the "Conflict," of which 287 received embarkation orders; of these latter, 247 finally embarked, showing a falling off of forty; but this falling off always occurs more or less in every ship, and in this particular instance was probably increased by the delay which took place in despatching the vessel, for which, as I have already stated, the Company were solely responsible.

3rd. Report from *European Mail* that large numbers of young women from Northern Counties of England went by ship "City of Dunedin."—With regard to the extract cited by the Manager of the New Zealand Shipping Company from the *European Mail*, to the effect that a considerable number of the young women by the "City of Dunedin," from the Clyde to Canterbury, were from Durham and the Northern Counties of England, the actual facts are as follows:—

Eight only of the single women were from England, and of these, one only was from Durham, two only were from Lancashire, and five from Surrey, Somerset, and Devonshire. As regards the single women from the Northern Counties, I need scarcely point out that the Clyde is probably as near a port for their embarkation as London.

In the case of the single women from Surrey, Somerset, and Devonshire, I may remark that the "City of Dunedin" was the last emigrant vessel for the season from any port for Canterbury, and was therefore the last opportunity for free emigrants proceeding to that district for some months. They had therefore either to go by the "City of Dunedin," or postpone their going for five or six months.

In no case was any assistance given towards travelling expenses of the emigrants to Glasgow, so that no extra expense was incurred by the Government.

I may add that the "City of Dunedin" was put on in accordance with the wish of the Government that other districts besides Otago should have the benefit of the Clyde emigration, and as her complement of emigrants completed the number of emigrants ordered to be sent to Canterbury, it was not possible to engage the "Wairoa" to take any at the same time from London. I attach copy of letter to the Hon. the Minister for Immigration, No. 839, dated 27th October, 1876, referring to the circumstances under which the "City of Dunedin" was despatched.

4. General question as to sending Irish from the Clyde.—As to the general question of sending Irish emigrants from the Clyde, to which the Manager refers in his letters of 28th July and 23rd August, as not contemplated either by the Company or by the Government, I give the following extract from letter of April 30th, 1875, containing instructions from the Government to Dr. Featherston, viz.,—"Emigrants from the North of Ireland, when they cannot be shipped from Belfast, should in my opinion be shipped from Glasgow."

5. I think it right also to point out that while a certain number of English emigrants to Otago went by the Clyde ships during the past season, yet on the other hand all the Scotch emigrants for the other provinces had to come to London, and go by the Company's ships. During the last emigration season, 299 English went by the Clyde ships to Otago; 276 Scotch went by London ships to other provinces.

Under any circumstances it is difficult to limit English emigrants entirely to London vessels, or Scotch emigrants entirely to Clyde vessels, so much depends on the provinces to which they are going, and the times at which they are ready to start. For instance, if there is an emigrant vessel sailing from London for Hawke's Bay, and say twenty or thirty Scotch emigrants are ready to go to that province, it certainly seems to me that the only course to adopt is for such emigrants to come to London and embark by the direct vessel, and a similar remark would apply also to English emigrants for Otago going by a Clyde ship. Emigrants very often prefer to pay extra for their railway carriage to the port of embarkation, rather than wait a month or six weeks for the next vessel, although it may start from a port nearer to them.

I would venture to say, therefore, that it appears to me very inexpedient for the Government to be bound down to sending certain emigrants from certain ports. As a rule, English emigrants will start from English ports, and Scotch emigrants from the Clyde, but it will be found desirable in practice that such a rule should admit of some exception. The first and main object is, I presume, to put the emigrant on board a ship which is going direct to the port of the district to which he desires to go, the next is to send him from a port nearest to where he resides, but it is obvious that it is not always possible to carry out both objects, and where that is the case the first must be given the preference.

6. Private passengers by emigrant ships.—As regards the question, alluded to by the Hon. the Minister for Immigration in the last paragraph of his letter, of the Clyde emigrant ships being allowed to take single men as private passengers, while the New Zealand Shipping Company were refused, the facts of the case are as follows:—

Under the contract of 1875, this class of passengers were not allowed to be taken on emigrant ships, except under very exceptional circumstances.

In the Premier's telegram of April 21st, 1876, it was specially noted that such passengers could be taken, on approval of the Agent-General.

The late Agent-General (Dr. Featherston) deemed this to mean that the strictness with which he had hitherto carried out this provision was to be relaxed. A letter was written to the Hon. the Minister for Immigration, No. 437, of May 30th, 1876, in which this construction of the clause of the agreement referring to the matter was given:—

Mr. Andrews, of the Scotch agency, was authorized to approve on behalf of the Agent-General in the case of private passengers going to the colony by the Clyde emigrant ships.

Soon after Sir W. Power came into office, the New Zealand Shipping Company for the first time asked for approval of two single men as saloon passengers for the "Orari" to Auckland. Sir W. Power, to whom the application was submitted, looked at the printed shipping agreement which had then come to hand, and, having a strong opinion as to the inexpediency of allowing such passengers to be taken by emigrant ships, refused to approve, notwithstanding that he was informed of the position of the matter, and of the construction Dr. Featherston put upon the terms of the agreement as conveyed to him by the telegram of April 21st.

The Manager of the Shipping Company had then a personal interview with Sir W. Power, but the approval was still withheld.

The Manager then wrote a letter on the subject, and Sir W. Power having first ascertained that the Government had not taken exception to the mode of dealing with the matter as communicated in above-mentioned letter of May 30th, 1876, and which could have been answered by that time, consented to give his approval in future cases, and this was accordingly done, Sir W. Power

indorsing his approval, but at the same time noting that he did so because he understood that such a course was in accordance with the spirit of the agreement, but that he considered the system very undesirable. With the exception of the two passengers in the case of the "Orari," the Shipping Company have not been dealt with exceptionally in this matter.

W. KENNAWAY.

No. 26.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 119.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

9th February, 1877.

I have the honor to inform you that I have completed arrangements with the Mutual Tontine Association for the exchange of office rooms indicated in my letter No. 61 of January. By this arrangement I give up five rooms on the ground floor of this building and two rooms on the third floor, and take in their stead the four rooms which adjoin those already occupied by this department on the first floor. The conditions under which I have effected this exchange are as follows:—I retain the four rooms under the same terms as heretofore—viz., a lease of seven, fourteen, or twenty-one years from September 29th, 1871, and as to the four new rooms, I take them on a lease of seven, fourteen, or twenty-one years to date from March 25th next, and containing, with one exception, similar provisions to those in the old lease. In the old lease the lessor is bound to paper and paint the rooms when called upon to do so by the lessee, but in the lease of the new rooms this provision is left out, and neither lessor nor lessee are bound to repair. This is the only difference, except as regards time, between the two leases, and was made a condition by the Association in consenting to the transfer, which, as it involved a decrease in the total amount of rental, was, in their estimation, not altogether favourable to their interests. The rental of the rooms given up amounted to £305 per annum, the rental of the new rooms is £250, and, as I mentioned in my previous letter, the change will much facilitate the transaction of the business of the department.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

No. 27.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 124.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

6th February, 1877.

Referring to your letter No. 173, of 27th July last, requesting me to cause inquiries to be made into the matter of Douglas's patent boat-lowering apparatus, and to report, I have the honor to transmit copies of the following letters, &c.:—

1. Report dated 13th January from the Despatching Officer of the department.
2. Letter dated 29th January from Mr. Galbraith, of the firm of Patrick Henderson and Co.
3. Letter dated January 30th to Board of Trade, with their reply thereto of 5th February.

On the perusal of the above it would appear on the whole that, so far as the opinions I enclose are concerned, it would hardly be desirable as yet to substitute Douglas's patent for that of Clifford's. You will be able to obtain skilled opinions in New Zealand. I should like to have definite instructions on the subject, as Mr Douglas has applied more than once to me to urge that his plan be adopted.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 27.

MR. E. A. SMITH to the AGENT-GENERAL.

SIR,—

7, Westminster Chambers, 13th January, 1877.

With reference to the despatch attached hereto, No. 173, of 27th July, 1876, from the Hon. the Minister for Immigration, relative to a statement which had been made by an hon. member of the New Zealand Parliament, "that Douglas's patent for boat lowering was superior in every way to Clifford's," I was instructed by Sir William Power to report on the relative merits of both plans, and also on Young's patent. I regret that my report has been so long delayed, but, in addition to the pressure of other duties, I have had considerable difficulty in obtaining any information as to Young's patent, and have only very recently learnt that this patent was sold to a limited company, which is now wound up. There are numerous plans for boat lowering, the greater number of which, though very ingenious, are unfortunately impracticable, and although as models they appear very simple and easily worked, they mostly fail to stand the test of hard practical work. Again, most of the plans are misnamed, being disengaging and not lowering apparatus, the plan for lowering in each case being the old ordinary boats-falls. There are only three plans that I know of which combine lowering with disengaging—namely, Clifford's, Sweeting's, and Hill and Clark's. By the first-named plan the boat is lowered under the control of one man in the boat; by the other two the boats are lowered under the control of one man on board the ship.

Of all the plans yet brought forward there is none, in my opinion, that can be at all compared with Clifford's for simplicity in working and readiness in all emergencies. I have never heard an authenticated case of its failure, nor do I think it can fail to be efficient at all times, if only ordinary attention

is given to keep the gear in order. Its very simplicity is its greatest recommendation. It can be lowered by one man at all times and in all weathers with the whole crew in it. The boat descends from the davits on an even keel, and if the ship is going through the water even slowly frees itself immediately, the pendants tapering at the ends unreeve from the barrel without any assistance. There is no fear of the pendants kinking, nor will they jam in the block or gin, if made of good soft-laid Italian hemp or bolt rope of good quality. Of course, as in all other similar fittings, the material used for lowering is of importance; and if shipowners, from motives of economy or for the sake of evading the patentee's rights, are allowed to use tackle which may be worn or out of order, there may be occasions when the apparatus would not be so efficient as it otherwise would be. But in boats fitted by the patentee, examined by him after each voyage, and if anything be then found worn or not likely to last the voyage replaced by new, and if the boats and their gear are then kept in proper order during the voyage, I do not believe it possible for them to fail when wanted.

I have tried the apparatus myself continuously from the time it was first brought out by Clifford, when, on the recommendation of Captain Lean, then Emigration Officer at London, and myself, it was adopted by Her Majesty's Emigration Commissioners, and the fitting of two boats with the gear made compulsory in all their chartered ships. I have seen boats lowered from ships going at all rates of speed, in tow of steamers and otherwise, without any previous warning to the crews, and never knew it to fail. I have had numerous communications from captains of ships and others, testifying to its efficiency, and I should be very sorry to see it struck out from the requirements of the charter-party, as I consider it one of the most essential fittings in passenger ships.

It is but justice to the patentee to forward herewith printed copies of letters recently received by him: one from the captain of the "Woodlark," one from the captain of the "Jessie Osborne" (both of which ships have been under charter to the New Zealand Government), and extract from the *Cape Standard and Mail*, as well as a woodcut of the plan of lowering, with testimonials at the back.

With regard to Douglas's patent, I have only seen the model, which appears to work easily, but the patent, as I told Mr. Douglas when he showed me the model, is no novelty, as it is similar to a plan which I had seen fitted in boats years ago, when I was Emigration Officer at Southampton. One objection that I have to his plan is that it is not a lowering but only a disengaging apparatus, that the act of lowering is not, as in Clifford's, the act of one man in the boat, but is the work of two different men, who may (from various reasons) not be acting in concert as the falls are slacked off from on board the ship, and the men do not see the speed at which both ends of the boat are lowering, the result frequently being that one end of the boat is in or nearly in the water before the other end is half-way down, and in such a position I should doubt whether the disengaging gear would act, or whether at such an angle the lever would not jam and refuse to free the boat. In such an event, were a sea to strike the boat, all hands must be thrown out, even if the boat herself were not also perfectly disabled. I regret that I have not detailed drawings of Douglas's plan to enclose, but enclose the only drawing which I have.

Recently my attention has been called to a boat-lowering and detaching apparatus patented by Messrs. Hill and Clark (book, &c., published by them herewith enclosed). This patent is, I believe, now extensively used in Her Majesty's Navy, and finds favour with a great many naval men; it is preferable to Douglas's, as the hooks (which was the original part of the patent) are automatic and free themselves as soon as the boat is water-borne. If this alone were its recommendation, I should hesitate to signify approval of the patent, but Messrs. Hill and Clark have lately added a plan of marrying the boats-falls, and by passing them after marriage over and under rollers, or as they term them thumb-blocks, fixed to the bulwarks, thus insure the boat being lowered on an even keel, and under the control of one man, and as soon as the boat is water-borne the hooks fall and the boat is free. There is no doubt in my mind that Messrs. Hill and Clark have got their idea of this controller from Clifford's gin block, only they place their rollers or thumb blocks horizontally, instead of, as Clifford's gin blocks, vertically, still they obtain the same control by one man over the lowering of the boat evenly, and it is free as soon as water-borne. I see no objection to one life-boat being fitted with this patent, if it is the wish of the Government to try other plans than Clifford's; but, as I observed previously, I should very much regret to see Clifford's given up, as I know from experience that it is most efficient.

Messrs. Hill and Clark enclose with their book, a letter from Thomas Gray, Assistant Secretary of the Marine Department of the Board of Trade. This may at first sight be taken as a recommendation of their patent; but the same remarks Mr. Gray makes, "that he has no reason to think the invention has proved other than satisfactory," &c., apply equally to Douglas's and Clifford's.

Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand.

I have, &c.,
EDWARD A. SMITH, R.N.,
Despatching Officer.

Enclosure 2 in No. 27.

Mr. J. GALBRAITH to the AGENT-GENERAL.

DEAR SIR,—

8, Austin Friars, London, E.C., 29th January, 1877.

I have not been able to be at business for some days, otherwise I would have communicated with you sooner on the matter of lowering boats, brought before me by Mr. Ottywell. We have ships fitted with the patent gear of Clifford, Hill and Clark, and Douglas. Some of our captains report more favourably of the one than of the other of these; but on the whole, as far as I can judge, I would be disposed to give the preference to Clifford's, combining as it does the best method of lowering as well as disengaging. The plan of Douglas for disengaging is very simple and perfectly efficient for this object, but in a sudden emergency, and consequent hurry and sometimes confusion, there is a liability of the trigger being acted upon before it should be. It is but fair, however, to state that some of our captains have expressed an opinion in favour of this patent over the others.

The Agent-General for New Zealand.

I have, &c.,
JAMES GALBRAITH.

Enclosure 3 in No. 27.

The AGENT-GENERAL to the BOARD of TRADE.

SIR,—

7, Westminster Chambers, 30th January, 1877.

I have been requested by the Government of New Zealand to cause inquiries to be made, and to report whether it is advisable to substitute Douglas's patent for boat-lowering apparatus for Clifford's, now in use on ships conveying emigrants to that colony. In pursuance of this inquiry, I have the honor to request you to furnish me with any information your department may possess on the subject of either Douglas's or Clifford's patents, and if possible with some expression of opinion as to the relative merits of the two. I have also to ask you whether, in case it may be deemed desirable to substitute Douglas's patent for that of Clifford's on board the New Zealand Government emigrant vessels, any difficulties would be likely to arise as regards the approval of the Imperial authorities to such a course being adopted.

The Assistant Secretary, Marine Department,
Board of Trade.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Reply to Enclosure 3 in No. 27.

The BOARD of TRADE to the AGENT-GENERAL.

Steam Ships.

SIR,—

Board of Trade, Whitehall Gardens, 5th January, 1877.

In reply to your letter of 30th ultimo, asking for information as to the relative merits of Douglas's and Clifford's boat-lowering apparatus, and whether Douglas's apparatus would be passed on board emigrant ships by the surveyors of this department, I am directed by the Board of Trade to inform you that they know nothing of Douglas's system, and, further, that in their opinion it would be wrong to confine shipowners to the use of Clifford's, or to any one particular system.

I am to state that the apparatus of Messrs. Hill and Clark is being introduced on board many passenger ships, and is meeting with approval; and the Board of Trade are of opinion that if the Agent-General is about to reconsider the various methods of lowering boats, it would be well not to confine his attention to the two systems he names.

The Agent-General for New Zealand.

I have, &c.,
THOMAS GRAY.

No. 28.

The AGENT-GENERAL to the HON. the MINISTER for IMMIGRATION.

(No. 149.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

10th February, 1877.

I have the honor to inform you that since writing my letter No. 1, of 8th January, respecting the claims of Messrs. Sloman and Mr. Kirchner in respect to German emigration, I have received letters from Messrs. Sloman and Mr. Kirchner, copies of which I herewith enclose.

As Mr. Mackrell had not yet furnished me with his opinion on the matter, I caused, in accordance with his advice, replies to be addressed to the above-mentioned communications, simply acknowledging their receipt, and informing the writers that a further communication on the subject of their letters would be made to them shortly. As soon as I have received Mr. Mackrell's opinion, I propose to take the matter into consideration, and endeavour to settle it in the manner in which you authorize me to do in your letter No. 248, of the 17th November last.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 28.

Messrs. SLOMAN and Co. to the AGENT-GENERAL.

SIR,—

Hamburg, 12th January, 1877.

Not doubting that you, the same as ourselves, would wish to see our difference with the New Zealand Government settled, and as a personal interview would perhaps soonest add to this end, we, at the suggestion of our friend Consul Krull, of Wellington, most respectfully beg to inquire whether you approve of the measure, in which case we beg you will kindly acquaint us when and where it would be agreeable to you to meet us, and we should be happy to make our time, as far as our business engagements allow, entirely dependent upon your convenience.

Some time ago we addressed Sir Tyrone Power with a similar proposal, but have not been favoured with any reply.

The Agent-General for New Zealand.

We have, &c.,
R. M. SLOMAN AND Co.

Enclosure 2 in No. 28.

Mr. W. KIRCHNER to the AGENT-GENERAL.

SIR,—

Wiesbaden, 19th January, 1877.

Having been informed that the matter of dispute between the late Agent-General and Messrs. Sloman and Co., of Hamburg, has been referred to you for investigation, I have the honor to bring under your notice, at the same time, my claim with respect of the disbursements made by me on account of the

"Fritz Reuter" emigrants, amounting to £378 4s., the reimbursement of which was refused on the plea that I had acted against the orders which I had received. As the whole correspondence between the late Agent-General and myself is in your office, I shall be quite content to leave you to judge whether I deserve any blame in the matter. But as I have been put to great inconvenience through having to advance the above amount for so long a time, I most respectfully request an early investigation. I shall be most happy to give every information which may be required with respect to Sloman's matters, and would willingly tender my services to assist in an amicable arrangement. I have the honor also to request that you would kindly take into consideration my claim for compensation in case the last contract for 4,000 emigrants is not to be executed. If you consider a personal examination desirable, I shall be ready to proceed to London at your command.

The Agent-General for New Zealand.

I have, &c.,
W. KIRCHNER.

No. 29.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 174.) 7, Westminster Chambers, Victoria Street, Westminster, S.W.,
16th February, 1877.

SIR,— I have the honor to state that, in pursuance of the instructions contained in your memorandum No. 226, of the 11th October, 1876, that I would cause a thorough investigation to be made into the whole subject of the alleged improper employment of surgeons through Mr. Moore's agency, I went through the papers very carefully shortly after my arrival in England. I came to the conclusion that I would best fulfil your wishes by placing the matter in the hands of one of the solicitors to the department, Mr. Mackrell. In adopting this course, I had in mind that he would best be able to interrogate Mr. Moore, and judge if the circumstances of the case justified any proceeding in the nature of compelling a discovery of circumstances concealed. You will observe by my letter to Mr. Mackrell the instructions I gave him and the view I took of the subject, and I trust I correctly estimated the wishes of the Government.

I forward to you a copy of Messrs. Mackrell and Co.'s report. I agree with the conclusions it contains. I consider that the late Agent-General only employed Mr. Moore to an extent which the circumstances of the agency rendered desirable. I can conceive, with the great demand which there was at times for surgeons, and before the agency had so many medical men at its disposal, that Mr. Moore's services might at times have been most necessary and valuable.

I also consider that no suspicion whatever attaches to any officer in the department of receiving any commission from Mr. Moore. I think the two doctors upon whose statements the matter arose must have wholly misunderstood Mr. Moore.

I desire to add that I think the officers of this department have cause to be grateful to you for instructing me to have a thorough inquiry made into a subject which so affected their character.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 29.

The AGENT-GENERAL to Mr. MACKRELL.

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
3rd January, 1877.

SIR,— I have the honor, in pursuance of a conversation I held with you, to forward to you some papers in connection with the appointment of doctors to the care of emigrant ships.

It has been alleged by two at least of the doctors appointed that they were unnecessarily obliged to go to Mr. Moore to obtain their appointment from the Agent-General's office, and that they had to pay Mr. Moore a heavy fee. You will observe that Dr. Nesbitt says that he found his applications for employment unsuccessful until he applied to Mr. Moore.

The Government have directed me to make a thorough investigation into the matter. It seems that investigation is required in two directions:—1st. As to the extent to which Mr. Moore's services have been used, the Government being of opinion that his employment was unnecessary. 2nd. As to the insinuations that Mr. Moore shared his commissions with clerks in the office. These insinuations consist of an assertion of Dr. Russell, covering a remark alleged to be made by Mr. Moore (see letter of 21st September, 1876), and of deductions drawn by Dr. Nesbitt, from the circumstance of his being able to obtain employment through Mr. Moore when his direct applications were unsuccessful. It is quite possible (I hope I may say probable) that either Dr. Russell misunderstood Mr. Moore, or that Mr. Moore implied a payment to officers at the agency without any foundation in fact for the same. An explanation can probably be given of the alleged preference given to applicants through Mr. Moore over those making direct application to the office. For the sake of all concerned, it is desirable that the matter should be fully cleared up, and, as agreed between us, I have to ask you personally to see Mr. Moore, and to insist on a thorough explanation from him. He should first tell you how and when he was first employed to obtain doctors for the New Zealand agency; second, what surgeons were appointed through him; and third, let you see all the correspondence with the Agent-General's Department, especially his authority in each case in which he acted. As I shall be guided by your advice respecting any further steps to be taken, I authorize you to adopt such a course with Mr. Moore as you may deem expedient, having in view the fact that the Government have directed me to make a thorough investigation into the matter.

J. Mackrell, Esq.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 2 in No. 29.

Messrs. MACKRELL and Co. to the AGENT-GENERAL.

Re Surgeons for Emigrant Ships.

DEAR SIR JULIUS,—

21, Cannon Street, London, 10th February, 1877.

In compliance with your instructions we have investigated as far as possible, first, the extent to which Mr. Moore's services as a medical agent have been used; and secondly, the insinuations as to his having shared his commission with clerks in the office of the Agent-General. We learn from Mr. Ottywell that the appointment of surgeons to emigrant ships was managed in the department under his charge, but under the direction of the Agent-General, Mr. Carter acting when Mr. Ottywell was absent. A book was kept in which were entered the names and addresses of surgeons applying for appointments, but until about February, 1874 this register was not kept upon any regular system. All the papers relating to each application were, however, put together, and with them was afterwards put any further correspondence which took place. When it was required to appoint a surgeon, the applications and other documents were considered. In considering the application of a surgeon who had already been employed, the official reports as to the discharge of his duties and as to the general circumstances of the voyage were also carefully examined and considered. The fittest man was then selected for the appointment, having regard to any special requirements of the case, the selection being made sometimes by and otherwise with the approval of the Agent-General. It sometimes, however, happened that the Agent-General was away from town, and Mr. Ottywell then acted on his own responsibility. The total number of ships despatched with emigrants to which surgeons were appointed by the Agent-General's department since Dr. Nesbitt's appointment to the "Queen Bee" in July, 1872, appears to be no less than 224, and of these surgeons fifteen only appear to have been introduced by Mr. Moore, whose house first became known to the department in connection with emigration to Canterbury, and these fifteen were appointed to twenty-one of these ships. Mr. Ottywell was, as you are aware, in charge of emigration as Agent of the Province of Canterbury for some years prior to the appointment of Dr. Featherston as Agent-General for the colony, and we further learn from him that the business of Mr. Moore's house had been for many years carried on by Mr. Moore's father or uncle, upon whose death it was continued by the present Mr. Moore; and that in the late Mr. Moore's lifetime the house supplied the medicine chests for the ships despatched with emigrants to Canterbury until about ten years ago, when it was considered desirable to have the medicines from the Apothecaries' Company. The first contract made, however, by Dr. Featherston with Messrs. Shaw, Savill, and Co., in 1872, did not provide that the medicine chests should be obtained from the Apothecaries' Company, and Mr. Ottywell believes Mr. Moore supplied a number of medicine chests to Messrs. Shaw, Savill, and Co.'s ships despatched under this contract. In addition to the business of a wholesale druggist, the late Mr. Moore carried on business as a medical agent, which was also continued by his son, and the house was a well-known medium for recommending surgeons for passenger ships, for, having a considerable business in supplying medical stores to passenger ships, and being thus brought into contact with shipowners, they had special facilities for acquiring information as to vacant appointments for surgeons; and as they advertised themselves as medical agents, they had frequent applications from surgeons seeking medical appointments. Sometimes Mr. Moore called at the Agent-General's office and recommended a surgeon personally, and sometimes he did so by letter. Of his letters of recommendation in the office, the following may be given as a fair specimen:—"This is to introduce Dr. A. P. Hamilton, whom I can strongly recommend to one of your ships. He has been twenty years under the Poor Law Board, and has had great experience." Only one press copy of any letter to him appears amongst the office papers, of which the following is a copy:—

"DEAR SIR,—

"7, Westminster Chambers, 16th March, 1875.

"A vacancy has just occurred for a surgeon to the ship 'Forfarshire,' to embark emigrants for Auckland to-morrow (Wednesday). Do you know any gentleman whom you can recommend, and who would be willing to fill this post? The number engaged to proceed in this vessel is 217 statute adults.

"I am, &c.,

"A. O. OTTYWELL.

"J. Moore, Esq."

"(for I. E. Featherston).

It appears that in this case Mr. Moore did not find a surgeon, but Dr. Gilmour, who had previously been employed by the office, was appointed. In no case was Mr. Moore ever intrusted with the appointment of a surgeon. Formal appointments were always made and signed by or on behalf of the Agent-General, and transmitted direct to the persons appointed, accompanied with proper instructions. We append hereto one of the lithographed forms used in making these appointments, together with a lithograph of the instructions which usually accompanied it. Mr. Ottywell states that in times past they have found the services of a medical agent extremely useful, and he instanced a case where a surgeon highly recommended had been appointed to his second ship, but Dr. Featherston, on visiting the ship at Gravesend, found him not sober, and having immediately discharged him, was enabled, by applying to Mr. Moore to get a suitable surgeon introduced immediately, and thus saved having to pay demurrage on the ship; and it appears that some of the best surgeons in the service of the Government were introduced by Mr. Moore. Mr. Kennaway has given us the following memorandum upon the subject of the appointment of surgeons since he has been in office:—"I do not remember being concerned at any time in the appointment of any surgeon introduced through Mr. Moore. Mr. Moore came to my office a few months ago, but, as far as I remember, our conversation related to the providing of drugs to the ships, but it was of a general character, and he made no definite proposal. I do not remember having seen him either before or after that time. In November last, having to obtain two surgeons for two short ships, and finding some difficulty, there being only a small number (about thirty) of emigrants in each vessel, intimation was made to Mr. Moore that a surgeon was wanted, and a young man was sent to the office by him, but he was not appointed. Since my coming to the office in January, 1875, the number of surgeons who had already been on emigrant ships despatched by the

Agent-General, and who were waiting for re-employment, has been so large, that it was only rarely and under exceptional circumstances there were any vacancies for surgeons not already in the service. In the case of the above-mentioned short ships, and also in the case of the 'Ferglen' and 'Northampton,' which sailed last December, there were no surgeons who had been already employed ready to accept the appointments, and surgeons never before employed were engaged, but neither of them were introduced to the office by Mr. Moore. With regard to the system adopted in making appointments since I have been in the office, it has been that of rotation—namely, according to the order in which the returning surgeons reported themselves ready for re-employment. As to the special case of Dr. Russell, he had already received his appointment to the 'Hannibal' when I came to England, but I saw him before he went by that vessel, and he made no representation to me as to his having been unduly kept waiting. When he returned to England in the latter part of 1875, I had two or three interviews with him, and I was anxious to get him an appointment, as he appeared to me to be a valuable officer, though somewhat hypercritical, and I felt inclined to recommend a departure from the rule of rotation in his favour; but this was not done, and he was appointed so soon as his right turn came. I may say, in conclusion, that I have never seen anything that would lead me to believe that any of the officers of this department were receiving any payment in the shape of commission or otherwise from Mr. Moore."—We have seen Mr. Moore, and he stated he has a large business in supplying ships with drugs and medical stores, and in consequence is enabled to obtain good information as to surgeons employed in passenger ships, and that it is part of his business to procure employment for surgeons in such ships, receiving from them a commission. That he incurs considerable yearly expense in advertising this part of his business, and is therefore obliged to charge accordingly. That for some years past he recommended medical officers to the New Zealand Government for their emigrant ships, and he believes that the late Agent-General, Dr. Featherston, relied a great deal on the information he was able to obtain respecting the surgeons he recommended. That he thought Dr. Featherston had the more confidence in him from the fact of his knowing Mr. Moore's uncle, who was the Chief Justice in New Zealand. That he occasionally called at the office and learnt from time to time what surgeons would be wanted, and it has happened that he has had a telegram or message stating that a surgeon who had been appointed could not sail, and asking if he could recommend any other. That he did not make the appointments, but only recommended those he thought eligible, and the Agent-General had the testimonials for consideration. That he was aware of the statement made to the Government by Dr. Nesbitt, and he denied that he had ever made any such statement to him as he had alleged, or said anything to him which would justify him in making the statement contained in his letter. We then informed him of the statement made by Dr. Russell in his letter to the Hon. the Minister for Emigration, dated 21st September, 1876, in which he states that Mr. Moore desired payment of the fee he was to pay him ere he sailed, on the representation that he, Mr. Moore, had to share it at No. 7. Mr. Moore positively denied that he had made any such statement to Dr. Russell, or said anything to him which would justify him in making such a statement. He explained that Mr. Russell told him that he had applied direct to the Agent-General's office for employment, but had not obtained it; and when he found that on Mr. Moore's application he had been appointed, he tried to get Mr. Moore to admit that he divided his fees with the Agent-General's office. That he felt annoyed at this unjust suspicion, and declined to give him any information, but told him he might suspect what he pleased and draw any inferences he thought fit. He positively asserted that he had never divided his fees with or paid any money to any one in the Agent-General's office. He said he did not know whether Mr. Ottywell would like his mentioning what had happened with him, but he thought he could not object to his doing so. It was that, having had to see him on several occasions as to the vacancies, he wished to recognize his courtesy, and therefore, on a Christmas Day, sent him a box of cigars, which Mr. Ottywell returned, stating that he made it a rule not to receive a present of any kind from any one with whom he had to do business. Mr. Moore stated that he felt annoyed at this, as it might seem to have raised a suspicion that in making this simple present he was seeking to use undue or improper influence. He concluded by telling us that he was quite prepared to verify what he had stated by oath. Being desirous to report to you without a possibility of dispute what Mr. Moore had said to us, we sent him a statement of the conversation which passed, and asked him to see that it was correct, and, if he had no objection to do so, to sign it. He returned to us with a letter, of which the following is a copy:—

"24, St. Mary Axe, Leadenhall Street, London,

"DEAR SIR,—

"16th January, 1877.

"I herewith beg to return the statement you sent me, as I decline to sign anything of the sort. What I told you verbally was that the gentlemen whom I engaged some surgeons with occasionally, were the late Dr. Featherston, Mr. Ottywell, Mr. Carter, and once with Mr. Kennaway, or a name somewhat similar, and that I had never been asked for, or had I offered a fee in any way or any one with whom I fixed a surgeon. I consider that my connection with the New Zealand Government was through the introduction of my uncle, the late Chief Justice Moore, to Dr. Featherston, and that I did not require to fee any one, even had I been asked for such a thing. I certainly never told Mr. Nesbitt I divided my fee; in fact, he does not say I did—he imagined it; and as to Dr. Russell, he probably concluded the same, as he did not manage to obtain a ship for himself, as he was not known to Dr. Featherston, and I was. I enclose a list of surgeons I introduced to the New Zealand Government; and trusting I may not be troubled any more with this affair,

"I have, &c.,

"F. MOORE.

"J. Mackrell, Esq., 21 Cannon Street."

We do not see that it is possible to throw any further light upon the matter, as we do not see that any proceedings can be taken in which Mr. Moore or any other person could be examined as a witness, or in which an examination of his books could be obtained. If the name of any individual in the office had been mentioned, proceedings might have been taken by the individual referred to for slander, but no name having been mentioned, we do not see that any one can bring an action. It may perhaps, we think, be desirable to take the particular cases of Dr. Nesbitt and Dr. Russell, upon whose reports the Government have directed the inquiry into this matter to be made, and see what

information the books and documents in your office afford respecting their appointments, and the delay in appointing them which they complain of. In Dr. Nesbitt's letter to Mr. Ellis, the Emigration Officer at Auckland, dated 31st January, 1875, he states that in 1872 he wished to go to the colony, and applied to a medical agent to procure him an appointment, and that he was appointed to the "Queen Bee." That in May, 1873, he applied for another appointment to the Agent-General, and continued applying until September, always receiving unsatisfactory replies. That he then procured other employment till May, 1874, when he re-applied. That from that date he kept applying every few weeks until nearly October, being told all the time that surgeons were appointed for the next month, and no arrangements were made any further. That he again gave the matter up and applied to the medical agent, who told him that it was a shame, but that they could never appoint surgeons except through him. That in ten days he got a ship, and paid the agent £10. That during those months from May to October, 1874, there were despatched from London to the colony thirty-one ships, with an aggregate of over 8,000 passengers. The books at the office show that Dr. Nesbitt was first appointed to the "Queen Bee" on the 16th July, 1872. There is then an entry in the book in which were entered names of parties applying for appointments, of his name and address without any date, but underneath them is written in pencil, "Gone to Cape of Good Hope; would like a ship when he comes back. 9th September, 1873." On the 12th June, 1874, he wrote stating that he had applied some five weeks ago for a post of surgeon, and had been advised to apply later as he was in no hurry to start, and he should be greatly obliged if his name was put on the list. He then speaks of having been in the "Queen Bee;" that he had since been in the Union Steam Ship Company, Southampton, and was then surgeon in the White Star steamer "Oceanic," and intended leaving that service about the 14th July. On the 16th June he again wrote that he would call on his next arrival at Liverpool, about the 18th July, and hoped he might prove eligible. On the 28th September, 1874, he was appointed surgeon to the "Warwick." Between the 18th July, 1874, and his appointment, thirteen appointments of surgeons appear to have been made, of whom four appear to have been old servants of the Government, four to have been on the book of applications previously to Dr. Nesbitt, two were apparently introduced by Mr. Moore, and nothing is found as to the other three except the record of their appointments. In Dr. Russell's letter to the Hon. the Minister for Immigration, dated 21st September, 1876, after speaking of his having been appointed to the "La Hogue," he states that on the 10th October, 1874, he applied for re-appointment, and eventually was nominated to the "Hannibal," which sailed on the 12th March, 1875—that is, he says, after five months' delay; that on his last application on the 8th October, 1875, a delay of four months occurred ere he was re-appointed to the "Bebington." It appears that Dr. Russell applied for an appointment on the 21st May, 1873, by letter, and on the 30th May he was requested to state what day he was prepared to sail, and there is no further record of his case until his appointment on the 4th February, 1874. It seems that forty-one appointments were made between the end of May and Dr. Russell's appointment, and that three of these surgeons were introduced by Mr. Moore, one of these having been introduced in September, 1872. On the 10th October, 1874, he applied for re-appointment. He was appointed to the "Hannibal" in January, 1874, but it was afterwards proposed to withdraw the ship, and transfer him to a ship about to proceed to Nelson. It was then found that the "Hannibal" could be despatched, and he was again formally appointed to her on the 11th February, but she did not sail until the 12th March. Between the first week in November and Dr. Russell's first appointment to the "Hannibal," it seems that twelve ships were despatched with surgeons, six of whom were old servants of the Government, two had been appointed before Dr. Russell applied, three had applied previously to him, and as to the other there is no record beyond his appointment; of these twelve, two seem to have been introduced by Mr. Moore. On the 9th November, 1875, Dr. Russell appears to have reported himself for re-appointment, and he was appointed to the "Bebington" on the 31st January, 1876, only four appointments of surgeons appearing to have been made in the interval, all of whom were re-appointments of old servants who had applied previously to him. It seems, therefore, that the delay which these gentlemen complain of in their getting appointments cannot be attributed to any influence of Mr. Moore's with reference to the appointment of surgeons. It is a matter of surprise and regret that when these two gentlemen were virtually told by Mr. Moore, as they allege they were, that corrupt influence was being brought to bear upon the Agent-General's Department with reference to the appointment of surgeons, they did not, in justice to this department of the Government in whose service they were about to enter, and to their own profession, at once communicate with Dr. Featherston, who would have lost no time in dealing properly with such a charge. In conclusion, we beg to express our opinion that whatever may have passed between these two gentlemen and Mr. Moore, there is no just ground on which to entertain a suspicion even that any bribe has been taken by any one in the Agent-General's office with reference to the appointment of surgeons, or that any improper influence has been brought to bear in making the same. We return all the papers which were sent to us.

We have, &c.,

JOHN MACKRELL AND CO.

No. 30.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 177.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

16th February, 1877.

I think it desirable to forward to you a copy of correspondence with Captain W. Brown, of Woodstock, New Brunswick, who is desirous of making arrangements for the emigration from that country to New Zealand of a large number of families in whom he is interested.

I have, &c.,

The Hon. the Minister for Immigration,
Wellington.

JULIUS VOGEL,
Agent-General.

Enclosure in No. 30.

Captain W. BROWN to the AGENT-GENERAL.

DEAR SIR,—

Woodstock, 24th January, 1877.

The Scottish colony of 135 families that I brought to this province in 1873 has now firmly resolved to seek another location, as the colonists have been almost totally ruined by the arctic severity of this country's winter, and the general difficulties of agriculture, &c., in a country so ill-favoured. Also the Balmoral colony of fifty families, and the Danish colony of fifty-five families, are anxious for me to negotiate for them while treating for my own people; there is thus, in all, 240 families, or about 1,400 souls, or 850 adults. It must, however, be borne in mind that the colonists have laid out all their money in improving the wilderness farms, which they must now abandon without being able to realize more than, say, half price on their stock. The colonists are thus dependent on free passages and assistance to begin with before they could start. They would, however, prefer to pay back any assistance tendered in, say, six years. They would prefer settling all together in some new district, yet only in such district as would in regard to soil and transport be a desirable one. Would you kindly write me by return mail, stating the best you could do for the colonists? I am personally known to Messrs. Pickernell Bros., 38, Fenchurch Street, as also to Messrs. Cook and Son, Ludgate Circus. I am presently negotiating for a location for the colonists in Kansas or Texas, but may not succeed. The cheapest way to manage so large a party would be to buy a vessel here, fit her up by the colonists' labour (free), and then, after sailing vessel to destination, sell her, and so realize the passage money. The colonists would provision themselves for the trip. I could command the vessel, and only a small crew of regular sailors would be required. I reckon about £2,000 would purchase a vessel capable of taking the whole party. If you would entertain the project, you might send me a cable message to that effect, as also a responsible person to personally inspect the moral and industrial value of the colonists, and arrange for the departure, &c. I write this merely to gain an idea if you would entertain the project, but may add that I am in correspondence with the Governments of Peru, Brazil, Natal, Victoria, and British Columbia, also Texas, Kansas, and Arizona, on the subject, but will decide on neither until the 1st of March. The colonists will leave this province for one or the other of the places indicated in the beginning of April. Please lose no time in informing me of your views. My name is well known in connection with immigration to this province, but, as I was many years in the service of Messrs Pickernell Bros., and some time with Messrs. J. Cook and Son, a reference to either of these will doubtless give you sufficient idea of myself personally or professionally.

The Hon. Sir Julius Vogel, K.C.M.G.

Yours, &c.,
W. BROWN.

No. 31.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 181.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,
19th February, 1877.

SIR,—

Referring to your letter No. 234, of 25th October last, in which you request me to cause a return to be prepared showing the comparative cost of Irish emigrants from Plymouth or London, and the Clyde, I have the honor to transmit herewith copy of a memorandum of the Despatching Officer with reference to the matter, and also copy of a return showing the comparative estimated cost to the Government and to the emigrants of despatching 150 emigrants from the North and South of Ireland, *via* London, Plymouth, and the Clyde respectively.

The Hon. the Minister for Immigration,
Wellington.I have, &c.,
JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 31.

MEMORANDUM by the DESPATCHING OFFICER as to the Cost of Emigration from Ireland to New Zealand, *via* London, Plymouth, and Glasgow.*From North of Ireland.*

No. 1. Cost of journey from Belfast to London, <i>via</i> Fleetwood or Barrow, by rail and steamer	...	...	£1 1 0
No. 2. Cost of conveyance (steamer) from Belfast to Plymouth	...	...	0 12 6
No. 3. Cost of conveyance (steamer) from Belfast to Glasgow	...	...	0 4 0

From South of Ireland.

No. 1. Cost of conveyance (steamer) from Cork to London	...	...	0 12 6
Cost of conveyance (steamer) <i>via</i> Bristol and rail	...	...	0 16 0
No. 2. Cost of conveyance (steamer) from Cork to Plymouth	...	...	0 10 6

There were four ships despatched direct from Belfast, and three ships from Cork. The three latter ships, and two of those from Belfast, were despatched when the contract was at the rate of £14 10s. per statute adult. One of the ships from Belfast was the "Carisbrooke Castle," taking out the special settlers; this was also during the period the contract was at £14 10s. per

statute adult. The last ship from Belfast was after the conditions of the contract had been revised and settled by Sir Julius Vogel, in June, 1875, when the contract price agreed upon was £16 per adult and £9 per child, the same as charged in the case of London ships.

The Belfast ships were—

"Queen of Nations"	...	...	...	21st March,	1874.
"Dover Castle"	...	...	...	27th May,	1875.
"Carisbrooke Castle"	...	...	...	8th June,	1875.
"Conflict"	...	...	...	4th November,	1875.

In the case of the first three, the charterers were paid £2 per statute adult additional freight, and in the "Carisbrooke Castle" an additional sum of £158 12s. 6d. for extra cost of fittings for the special settlers. The "Conflict" was chartered under the revised contract, and nothing extra was paid for the ship going to Belfast.

The additional expenses for travelling and subsistence were for—

"Queen of Nations"	...	...	£18 5 6	fitted in Liverpool.
"Dover Castle"	...	...	9 12 3	„ London.
"Carisbrooke Castle"	...	...	35 6 6	„ Liverpool.
"Conflict"	...	...	45 17 9	„ Liverpool.

In the case of the "Queen of Nations," a further expense was incurred by the New Zealand Shipping Company, who sent down one of Mr. Blyth's foremen to superintend her fittings, and paid him for that service. The "Dover Castle" was fitted in London, and was perfectly ready when she left London. I had to go several times to Liverpool to give instructions about "Carisbrooke Castle" and "Conflict," and in the case of this last ship, Captain Robertson was obliged to be kept at Liverpool until she was ready to go to Belfast.

The Queenstown ships were—

"Asia"	...	...	...	8th February,	1874.
"Caroline"	...	...	...	14th April,	1874.
"Carrick Castle"	...	...	...	27th April,	1874.

The additional expenses incurred for travelling and subsistence for my assistant and a clerk were—

"Asia"	...	...	£20 11 0	fitted in London.
"Caroline"	...	...	35 1 9	„ London.
"Carrick Castle"	...	...	28 10 9	„ Liverpool.

And there was a further sum of £12 15s. 6d. paid for sending an assistant to Liverpool to superintend the fitting out of "Carrick Castle."

No extra passage money was paid on the ships despatched from Queenstown.

EDWARD A. SMITH,
Despatching Officer.

8th February, 1877.

Enclosure 2 in No. 31.

RETURN showing estimated Cost to the Government and to the Emigrant of 150 Emigrants from Ireland, despatched from London, Plymouth, and Glasgow.

Emigrants coming from	Despatched from	Cost to the Government.	Cost to the Emigrants.				Total Cost of 150.
			Conveyance.	Amount.	Time occupied on Journey.	Cost at 2s. 6d. each per Day.	
Belfast for North of Ireland.	London	£ 2,036 s. 5 d.	Steamer and rail from Belfast to London via Barrow or Fleetwood	£ 157 s. 10 d.	Say 24 hours	£ 18 s. 15 d.	£ 2,212 s. 10 d.
	Plymouth	2,036 5 0	Steamer Belfast to Plymouth	93 15 0	„ 48 „	37 10 0	2,167 10 0
	Glasgow	2,036 5 0	Steamer Belfast to Glasgow	30 0 0	„ 6 „	7 10 0	2,073 10 0
Cork for South of Ireland	London	2,036 5 0	Steamer Cork to London	93 15 0	„ 60 „	46 17 6	2,176 17 6
	London	2,036 5 0	Steamer Cork to Bristol, and then rail to London	120 0 0	„ 24 „	18 15 0	2,175 0 0
	Plymouth	2,036 5 0	Steamer Cork to Plymouth	82 10 0	„ 28 „	18 15 0	2,137 10 0
	Glasgow	2,036 5 0	Steamer Cork to Glasgow	75 0 0	„ 48 „	37 10 0	2,148 15 0

N.B.—There is an additional cost to the Government for despatching ships from Plymouth of, say, about £10 a ship, officer's travelling expenses and subsistence. I am unable to form an estimate of expenses from Glasgow.

EDWARD A. SMITH, R.N.,
Despatching Officer.

London, 19th February, 1877.

No. 32.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 198.) 7, Westminster Chambers, Victoria Street, Westminster, S.W.,
 6th March, 1877.

SIR,—

Referring to my letter of 16th February, No. 177, I have the honor to state that on reflection it seemed to me that Captain Brown's offer might be one which it would well suit the Emigrant and Colonist's Aid Corporation to avail themselves of, especially as, in the case of a company, no objection could be raised to removing people from one colony to another. Accordingly I furnished a copy of the letter to the Emigrant and Colonist's Aid Corporation, and I am given to understand they have placed themselves in communication by telegraph with the writer.

The Hon. the Minister for Immigration,
 Wellington.

I have, &c.,
 JULIUS VOGEL,
 Agent-General.

No. 33.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 199.) 7, Westminster Chambers, Victoria Street, Westminster, S.W.,
 6th March, 1877.

SIR,—

I have the honor to acknowledge the receipt of your letter No. 258, of 14th December, 1875, in which you forward me copy of a correspondence with Mr. Rolleston regarding the great demand for female domestic labour in Canterbury, and in which you instruct me to forward to Canterbury as many single women of good character who are suitable for domestic service as I can procure. Although you made no special reference to Mr. Rolleston's letter, I presumed that you wished me to consider it. In that letter Mr. Rolleston expresses the opinion that the most satisfactory way of introducing single women to the colony is by bringing growing families. There is in this country an immense demand for single women suitable for domestic service, and there is consequently great difficulty in obtaining desirable emigrants of this class. The chief chance of obtaining them depends upon the inducements to which Mr. Rolleston refers—that of accompanying their families. Clearly, however, it was not open to me to deal with the subject in this way, for the number of emigrants you require, excepting single females, is for the present satisfied. I had then to depend upon other considerations than those of the inducements to accompany their families, to obtain suitable women. Such inducements are not altogether wanting, although women suitable for domestic service have no difficulty in obtaining employment here. Many, too, although not accompanying their families, have friends or relations in New Zealand. After considering these circumstances, I arranged with the New Zealand Shipping Company to have a vessel ready to sail about the 25th April. I undertook to endeavour to send by her 150 adults, but did not bind myself to do so. (Copy of my letter is attached.) I also caused the appended advertisement to be inserted. The ordinary forms of application by persons intending to emigrate did not seem to me to sufficiently embrace the speciality of the shipment as described in your instructions; I therefore had the enclosed forms prepared; and I am making a point, in each case, of ascertaining the fitness of the applicant for domestic service, as well as her possession of a good character, and the necessary qualifications of health, &c. I cannot say I am sanguine of sending you emigrants to some of whom exceptions may not be taken; but I hope that, on the whole, they will be found satisfactory; and beg you, in considering the result, to remember the difficulty of the task, as shown by Mr. Rolleston's letter. Acting upon advice strongly pressed on me, that it is not well to send single females only, I propose to send a few families, the members of which will, I think, aid in promoting the well-being of the other emigrants during the voyage.

The Hon. the Minister for Immigration,
 Wellington.

I have, &c.,
 JULIUS VOGEL,
 Agent-General.

Enclosure in No. 33.

The AGENT-GENERAL to the MANAGER, New Zealand Shipping Company.

SIR,—

7, Westminster Chambers, 16th February, 1877.

I have to inform you that it is my intention to despatch to Port Lyttelton, in about two months from this date, 150 single women, and I shall therefore require the Company to provide a ship for the conveyance of that number to the above-mentioned port at the time I have indicated. In giving you the above number, I desire you to understand that, while it is my wish and intention to send at least that number, I do not hold that the Government is bound to pay passage money for more emigrants than those who actually embark. I shall be glad to learn, at your earliest convenience, the date of sailing which you may consider convenient for you to fix, and the name of the vessel you propose to lay on for the purpose.

The Manager, New Zealand Shipping Company.

I have, &c.,
 JULIUS VOGEL,
 Agent-General.

No. 34.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 207.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

6th March, 1877.

SIR,—

I have the honor to inform you that Mr. Prichard called on me during the last month and requested me to receive a deputation composed of gentlemen who wished to see me concerning a conditional arrangement for the acquirement of a block of land which Mr. Prichard had made in the colony. I consented to receive the deputation upon the clear understanding that I had no authority whatever to deal with the matter beyond making to the Government any representations that might seem to me desirable. On the 20th February the deputation, consisting of Messrs. Charles Eley, J. O. Maton, A. Mōhso, A. Grant, and C. E. Prichard, had a long interview with me, the substance of which was that they represented they had expected Mr. Prichard would have been able to obtain land for them without any payment, that they considered they had some right to look for better terms than those which had been granted, and that the time for them to make a decision was very short. I explained to them that they entirely misunderstood the Acts to which they referred in thinking that those Acts gave a claim to any body of gentlemen who chose to assert it, to obtaining possession of a large block of land without payment. They then abandoned this ground of complaint, and complained of their being asked to pay, besides half the cost of the land, a deposit by way of security of £15,000. I told them I had no knowledge of the circumstances, but it appeared, on looking at the resolution of the Waste Lands Board, that the security was asked because the Board agreed to Crown-grant all the land. I said I thought it was likely, if they did not ask for Crown grants for more land than would represent £15,000 less than the agreed sum they were to pay, that the special security might be waived. I did no more than express an opinion on the matter. I in no way assumed to pledge the Government or the Waste Lands Board to an agreement with my conjecture. Two or three days afterwards, Mr. Prichard forwarded me the copy of the resolution attached. The correspondence, of which I enclose copy, will show you I declined to commit the Government to any expenditure, and that the telegram was sent after a deposit to cover expenses was made. I shall be glad to receive any instructions on this subject the Government may desire to give me.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,

JULIUS VOGEL,
Agent-General.

Enclosure 1 in No. 34.

Mr. C. E. PRICHARD to the AGENT-GENERAL.

SIR,—

110, Cannon Street, London, E.C., 22nd February, 1877.

With reference to the interview of the deputation from the proposed New Zealand Land Settlement Association, held with you on the 20th instant, I have the honor to enclose copy of the resolution passed at a meeting of the Association held yesterday, together with copies of the resolution of the Auckland Waste Lands Board and letter of the Chief Commissioner, and my reply thereto. I shall feel obliged by your telegraphing to the New Zealand Government the substance of the resolution of the Association, and forwarding the reply to my address here.

The Hon. Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand.

I have, &c.,

C. E. PRICHARD.

Sub-Enclosure 1 to Enclosure 1 in No. 34.

At a meeting of the members of the proposed New Zealand Land Settlement Association, held at 110 Cannon Street, E.C., on Wednesday, the 21st February, 1877, C. Egerton Legge, Esq., in the chair, the sub-committee having reported the result of their interview yesterday with the Agent-General for New Zealand, it was proposed by Colonel Trevelyan, seconded by A. Mōhso, Esq., and

Resolved,—That in consequence of the recent arrival of Mr. Prichard in England, the Association solicit Sir Julius Vogel to telegraph to the New Zealand Government requesting an extension of time from the 1st March to not later than the 1st June, 1877, before giving their decided acceptance or refusal of the terms conveyed in the resolution of the Auckland Waste Lands Board of 12th December, 1876.

CHARLES EGERTON LEGGE,
Chairman.

Sub-Enclosure 2 to Enclosure 1 in No. 34.

Mr. C. E. PRICHARD to the CHAIRMAN, Waste Lands Board, Auckland.

SIR,—

Northern Club, Auckland, 5th December, 1876.

I have the honor to acknowledge the receipt of your letter of the 13th instant, enclosing copy of the resolution passed by the Waste Lands Board on the 12th instant, in reference to my application for land in the Waikato district for the purposes of a special settlement, the terms of which materially differ from those proposed by the Waste Lands Act affecting special settlements under which the Association I represent was formed. As I am returning to England by the next mail steamer on the 18th instant, I accept the terms subject to the approbation of the Association, a meeting of whom will be called soon after my arrival early in February next, and upon their decision being arrived at I will immediately communicate with the Government.

The Chairman of the Waste Lands Board,
Auckland.

I have, &c.,

C. E. PRICHARD.

Sub-Enclosure 3 to Enclosure 1 in No. 34.

The COMMISSIONER of CROWN LANDS, Auckland, to Mr. C. E. PRICHARD.

SIR,—

Crown Lands Office, Auckland, 13th December, 1876.

I have the honor, in reply to your letter of the 30th November, 1876, on the subject of the reservation for special settlement purposes of a block of land in the neighbourhood of Whangape, to transmit, for your information, the enclosed resolution arrived at by the Waste Lands Board in reference to your application.

I shall be glad if you will intimate to me at your earliest convenience your acceptance or otherwise of the terms and conditions submitted.

C. E. Prichard, Esq.,
Northern Club, Auckland.

I have, &c.,
D. A. TOLE,
Commissioner of Crown Lands.

Resolved.—That the 62,000 acres, more or less, in the parishes of Whangape and Pepepe, be sold to Mr. C. E. Prichard, as the representative of an English Association, for the purpose of establishing a special settlement, at £1 per acre; one-half of such amount—viz., 10s. per acre, or £31,000, to be paid in cash to the Receiver of Land Revenue in Auckland on or before the 1st day of March, 1877. Payment of second 10s. per acre to be made by the introduction from the United Kingdom of one adult immigrant of eighteen years of age and upwards for every 75 acres of land—that is, 826 adult immigrants, subject to the approval of the Agent-General of New Zealand or his Agent at port of embarkation, and to place all the said immigrants on the land above described or on such part thereof as may be most convenient (two persons under eighteen years of age to count as one adult), and in the erection on the said land of 210 weather-boarded houses or other more permanent dwellings of not less than three rooms each, and that sufficient land be set apart to provide a common-school education for the population introduced; that one-fifth of such total area of 62,000 acres shall be put under cultivation; and that all these conditions shall be fulfilled on or before the 1st January, 1883. That, as a guarantee of the due fulfilment of these conditions, Mr. Prichard shall deposit with the Colonial Treasurer in New Zealand the sum of £15,500 in cash not bearing interest—viz., at the rate of 5s. per acre; that on the due fulfilment of the said conditions the said sum of £15,500 shall be refunded to the said Mr. Prichard or his assigns at any period before the 1st day of January, 1883, when all the conditions shall have been fulfilled. If all the conditions be not fulfilled before the 1st day of January, 1883, the said sum of £15,500 shall be absolutely forfeited and be treated as a portion of the land revenue of the Colony of New Zealand; and when the said purchase money first mentioned of £31,000 shall have been paid, and the said deposit of £15,500 shall have been made, a Crown grant, reserving all precious metals, and containing the usual covenants to lay out roads, shall be delivered to the said Mr. Prichard.

Enclosure 2 in No. 34.

Mr. W. KENNAWAY to Mr. C. E. PRICHARD.

SIR,—

23rd February, 1877.

I am directed by the Agent-General to acknowledge the receipt of your letter of the 22nd instant, inclosing copies of papers relating to the proposed New Zealand Land Settlement Association, and requesting him to telegraph to the New Zealand Government the substance of a certain resolution, a copy of which you enclose, and to obtain a reply thereto. In reply, I am directed to inform you that the Agent-General is prepared to forward the telegram in question on receiving from you payment for the approximate cost of the same as well as that of the Government's reply, as unless such a course is adopted the Agent-General is sure that a reply would not be obtained. The cost of telegram and reply will probably be about £20, on receipt of which the telegram will be despatched; should the cost, however, be less, the amount unexpended will be refunded. The following is a copy of the telegram which the Agent-General would propose to send, and he would be glad to know whether you have any suggestions to make in reference thereto:—

"Prichard's Association want till first June to decide or refuse terms of Auckland Land Board. Reply. They pay cable charge."

C. E. Prichard, Esq.

NOTE.—The proposed telegram was sent.

I have, &c.,
WALTER KENNAWAY,
Secretary to the Department.

Enclosure 3 in No. 34.

Mr. C. E. PRICHARD to the AGENT-GENERAL.

SIR,—

110, Cannon Street, London, E.C., 26th February, 1877.

I have the honor to acknowledge your letter of the 23rd instant in reference to the cost of transmission of telegrams from the proposed New Zealand Land Settlement Association to the New Zealand Government. I beg, therefore, to remit £20 in accordance with the terms of your letter.

The Hon. Sir Julius Vogel, K.C.M.G.

I have, &c.,
C. E. PRICHARD.

No. 35.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 203.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

8th March, 1877.

I have the honor to inform you that I have received an application from a man describing himself as a rabbit-trapper, requesting to know whether he would get remunerative employment in the colony in that capacity, and whether he should take out his traps, &c. I have informed him that rabbits are doing great damage in the southern district of Otago, and in some other parts of New Zealand, and are being destroyed in those districts as much as possible. I shall be glad to receive from you information on this matter, and also instructions whether, on resumption of emigration, I am to offer free passages to persons of the above-mentioned occupation.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

No. 36.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 302.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

4th April, 1877.

I have the honor to enclose you an extract from a telegram which I have this day addressed to the Hon. the Premier, relative to the immigration service for the present year. I have thought it necessary to telegraph for instructions on the subject, as, if any emigrants are to be selected and sent out, it is time that advertisements should be issued and instructions given to my local Agents. Since the discontinuance of advertising, applications for free passages to the colony have greatly fallen off.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

Extract from Telegram.

Important should know now—am I to send immigrants this year nominated or otherwise, numbers and destination?

No. 37.

The AGENT-GENERAL to the Hon. the PREMIER.

(Telegram.)

London, 17th April, 1877.

SLOMAN, after much trouble, agrees take "Fritz Reuter" payment about six thousand two hundred, and three thousand three hundred additional. I have agreed, subject your approval. Mackrell and I strongly advise you to approve. Reply quickly, and send bank order by mail. Settled with Kirchner five hundred, besides amount actually due to end August last.

VOGEL.

No. 38.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 379.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

18th April, 1877.

I have to acknowledge the receipt of your letter No. 14, of 2nd February last, transmitting copy of a memorandum by the Immigration Officer at Christchurch, drawing attention to certain facts which were stated during the inquiry respecting the captain and the surgeon-superintendent of the ship "Rangitikei."

Upon inquiry, I find that the "special instructions" to the captain, quoted by Mr. March, is part of a notice which has special reference to the precautions to be taken against fire, and to which notice, although it was not quoted in a similar manner in the case of the surgeon-superintendent, yet the attention of that officer was specially called to it as a whole, in paragraph five of his letter of appointment.

Respecting the position of matron as defined in the printed instructions, it appears to me that Mr. March is right in his remarks, and I have directed the Despatching Officer to look over these instructions, as well as those to the captain, surgeon, &c., and report on them all, with a view to their careful revision.

I have also desired him to prepare a scale defining the quantity of water to be used for drinking, washing, &c., and that for cooking tea, &c.

A list of extra stores, when any are put on board, shall for the future be transmitted on the despatch of every emigrant vessel.

The Hon. the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

No. 39.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 368.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

SIR,—

30th April, 1877.

I have the honor to address you in continuation of my previous letter No. 1, of 8th January, on the subject of the disputed claims of Messrs. Sloman and Co. and Mr. Kirchner.

2. In my letter of the 8th January, I explained to you that Mr. Mackrell declined to commit himself to the view entertained by the late Dr. Featherston, that the failure of the contractors to carry out the Queensland contract in time forfeited their claim to the second—I should have written third—contract, for sending out 4,000 emigrants, without first studying all the papers. He explained to me that he had accepted the forfeiture view on Dr. Featherston's authority. Accordingly, I asked Mr. Mackrell to study the papers, and then to advise me. Copies of all the documents were supplied to him, and after a considerable period, he prepared a digest of the case (which I forward to you), and I then had a personal interview with him, in anticipation of the arrival of Mr. Sloman. Mr. Mackrell's opinion was to this effect, that there were no specific terms whatever in the documentary evidence to support Dr. Featherston's view that the coming into operation of the third contract depended on the faithfully carrying out the first two, but that there was constructive evidence, to be gathered from the conduct of the parties and from the correspondence, which went far to establish Dr. Featherston's view, and which might possibly lead a Court of equity to affirm it. This, whilst vindicating by constructive evidence Dr. Featherston's opinion, pointed to the great difficulty of proving it. Mr. Mackrell laid much stress upon the disadvantage we should be under through the want of Dr. Featherston's personal evidence, and strongly advised me to compromise the matter by paying the "Fritz Reuter" claims in full, and agreeing to a lump sum in addition. He advised me also to make a compromise with Mr. Kirchner, by paying him the amounts actually due to him to the closing of his office, and a lump sum in addition.

3. A few days afterwards I had a lengthened interview with Mr. Sloman. He said he believed he could recover a very large sum if he pressed his claims before a legal tribunal, but that he was willing to make a compromise by accepting £12,000—viz., about £6,000 for "Fritz Reuter," and the balance of about £6,000 in discharge of his claim for compensation for the non-carrying out of the 4,000 contract.

4. I offered to pay him the amount found to be due on account of the "Fritz Reuter," and £1,000 additional. This offer he would not entertain. It was then agreed we should each consider the matter, and meet again in two days, he in the meanwhile to call on Mr. Mackrell.

5. Mr. Sloman at this interview impressed me with the idea that he was thoroughly satisfied in his own mind of the genuine nature of his claims. He denied altogether that the 4,000 contract depended on the execution within time of the other two contracts, and even if it did, he urged his was not the fault that the other two contracts were not sooner completed. At the risk of somewhat anticipating the course of events, I may say that on investigation I became convinced that, supposing we were able to support our contention as to the third contract depending upon the other two contracts, we should entirely fail in the attempt to show that Mr. Sloman was responsible for the delay in carrying out the second of the contracts. It was the Agent-General's duty, by his Agent, Kirchner, to find the emigrants; Sloman had to provide the shipping. Now, I could not find that Mr. Sloman had ever failed to provide shipping when asked for it, and I found that one of his vessels was despatched with only 145 emigrants, although by the contract 250 ought to have been provided. He might indeed complain that he was prevented from completing his contract sooner, or at the best for our view it could be said that by mutual agreement the completion of the contract was delayed. In either case we could not hope that a Court of equity would see in the delay a ground for punishing Mr. Sloman by depriving him of the third contract. It appeared to me therefore very important to settle with him.

6. Mr. Sloman came to see me again. He had in the meantime an interview with Mr. Mackrell, and, after a long discussion, brought Mr. Mackrell to recommend to my favourable consideration a payment of £4,725, in addition to the £6,000 odd for the "Fritz Reuter." Mr. Mackrell explains in his letter the grounds of this recommendation. The amount was arrived at by a calculation of the average sum per emigrant which under the three contracts would be payable for the emigrants already sent. I told Mr. Sloman that, after seeing him, Mr. Mackrell had discovered another element of the calculation which reduced the amount to £3,365, and that I was prepared to recommend my Government to pay him £3,000, in addition to the "Fritz Reuter" payments. Mr. Sloman said the question was one of amount with him. The amount which Mr. Mackrell had recommended, as above mentioned, he was prepared to accept rather than take proceedings, but he considered that he would be able to recover much more if he went to law. His real claim was for the damage he sustained by not carrying 4,000 emigrants at £14 per head.

7. He absolutely declined the £3,000 in addition to the "Fritz Reuter" payments, and I then raised my offer to £3,365, subject to the approval of the Government by telegraph. He undertook to consider the proposal. The next day he sent me word that my offer, with the "Fritz Reuter" payments, would amount only to £9,538, and that he would take a round sum of £10,000. I told him, however, I would not increase my offer, and, after two or three days of negotiation, he finally agreed to accept it, and I at once despatched the telegram to you, of which copy is appended. (No. 37 of this paper.)

8. I enclose you also copy of a letter from Messrs. Mackrell and Co., after Mr. Mackrell's interview with Mr. Sloman, in which they advise me to go as high as £11,000, rather than to fail to effect a settlement.

9. You will I hope see that I have done well in arranging for £9,538 5s. 5d., instead of the large limit to which, under Messrs. Mackrell and Co.'s advice, I might have gone. In explanation of my not going to a higher figure, I may say that, though Messrs. Mackrell and Co. recommended my doing so to escape litigation, the amount they seemed to think an equity Court would beyond all doubt decree, in

addition to the "Fritz Reuter" claim, was about £3,000. This they looked upon as due to make up for the low rate of the first contract. They recommended besides from £1,000 to £2,000 to escape the risks of litigation. I should certainly have followed this advice if with me rested the final effort to stay litigation, for I recognized the difficulty of proving that the third contract depended on the other two; besides that, as I have already said, supposing that were even admitted, there seemed to be no hope of proving that Mr. Sloman was responsible for the default in carrying out the Queensland contract. Upon this point Messrs. Mackrell and Co. say in their letter, "If this be so, of course there would be no answer in equity to his claim for full damages." If Messrs. Sloman and Co. went to law they might very well have recovered a large sum to represent the profits on 4,000 emigrants at £14 a head. Certainly if on me depended stopping the action, I should have been inclined to go great lengths. But I reflected that after all the action could only be brought in the colony, and it would be open to you to allow it to proceed or to compromise it. Therefore, I determined to offer no more than the amount I named. It was as much as Messrs. Mackrell and Co., by one computation, recommended, and I considered that Messrs. Sloman and Co., by their unwillingness in the first instance to fulfil their undertaking under the "Louis Knorr" contract, were not entitled to extra consideration on our part.

10. Regarding Mr. Kirchner, I arranged with him to receive the amounts actually due to him to the closing of the office, including one month's notice, and a sum of £500 by way of compensation for the loss of the 4,000 contract, or for salary. I think this is a fair settlement. Instead of £500, he would at least have made £1,600 if the contract had proceeded. He alleges that this £500 will be absorbed by claims of agents. I did not, however, enter into this question. Whether or no he will have so to dispose of it, I considered it was not more than he was entitled to receive.

11. I have the honor, in addition to other correspondence, to enclose you a copy of my telegram to the Government, and of the Colonial Secretary's reply thereto.

12. Immediately on receipt of the reply, I sent instructions to Mr. Mackrell to prepare a formal deed for Mr. Sloman to sign, making it clear that the settlement covers all claims, including those in relation to the "Terpsichore," as also Mr. Mathei's claims.

13. I have to express my acknowledgments for the zealous assistance rendered to me by Mr. Kennaway during the negotiations with Mr. Sloman.

14. I shall be glad to learn that the Government are satisfied with the course I have taken.

I have, &c.,

JULIUS VOGEL,
Agent-General.

The Hon. the Minister for Immigration, Wellington.

Enclosure 1 in No. 39.

MESSRS. JOHN MACKRELL and Co. to the AGENT-GENERAL.

DEAR SIR JULIUS,—

21, Cannon Street, London, 9th March, 1877.

In compliance with your instructions, we have carefully perused the documents and papers relating to the claims made by Messrs. Miles, Sloman, and Co., Mr. Kirchner, and Mr. Mathei, and the statements contained in the three excellent memoranda of your Private Secretary, Mr. Cashel Hoey, relating to these claims, under dates of the 3rd August, 23rd August, and 31st August, 1876, and we have had the benefit of a conference and discussion with him upon the papers and correspondence. We are now therefore in a position to confer personally with you as requested. We think, however, that it may facilitate your consideration of these claims, and enable you the better at our conference to determine on the course you should take, if we give a connected narrative of the circumstances under which the claims have arisen, and selections from the papers and correspondence which point to what seem to be the equities upon which any claims for compensation should be based, and we have no doubt that with our report before you, read in connection with Mr. Hoey's memoranda, you will see no difficulty in arriving at a conclusion as to how these claims are fairly to be met.

On the 17th February, 1872, Messrs. Louis Knorr and Co. entered into a contract with the late Agent-General, Dr Featherston, to procure within the next two years, and convey to New Zealand, emigrants equal to two thousand statute adults, for which the Government were to pay £1 per statute adult commission, and £14 per statute adult single female, and for other emigrants £10 sterling per adult for passage money, Messrs. Louis Knorr and Co. undertaking to procure from each emigrant either a payment of £5, or a promissory note for that amount payable after arrival in the colony. This contract was negotiated through Messrs. Miles, Sloman, and Co., and they guaranteed the due performance of it. Emigrants equal to about 500 statute adults were procured and conveyed between the date of the contract and the 26th July following, when Messrs. Knorr and Co. declined to proceed further with the contract, and Messrs. Sloman and Co. declined all responsibility in regard to it, on the plea that the German Government had raised difficulties by objecting to the exaction of the promissory notes. Frequent remonstrances and requisitions were made to and upon both Messrs. Knorr and Co. and Messrs. Sloman and Co., requiring them to carry out their engagement up to March, 1873, of none of which they seem to have taken any notice; and in his despatch of the 26th December, 1873, to the Hon. the Minister for Immigration, Dr. Featherston wrote, "If you look at the conditions of my memorandum of agreement, you will, I think, come to the conclusion that I could not have taken legal proceedings to enforce it with any prospect of success."

Dr. Featherston appears to have attempted to complete this contract through the agency of a Hamburg merchant named Behrens, but, having failed to do so, determined to negotiate with Mr. Kirchner, then the Agent of the Queensland Government, who had despatched from Hamburg a large number of emigrants to that colony. Mr. Kirchner is a German by birth, and was for many years resident in New South Wales and Queensland, and held a license as Emigration Agent. Dr. Featherston had previously employed him occasionally in connection with Continental emigration, and found him not unwilling to anticipate the closing of his connection with the Queensland Government, consequent upon the suspension of emigration to that colony.

In Dr. Featherston's despatch to the Hon. the Minister for Immigration of the 26th December, 1873, he writes as follows:—"Mr. Kirchner some time since intimated his intention to resign his appointment, and expressed his readiness to enter into the service of the New Zealand Government. . . . After some correspondence I met him by appointment on the 7th instant at Geneva, and found him quite ready to enter into an agreement to procure during the next two years a number of emigrants equal to 4,000 statute adults, for an agency fee of £1 per adult; this agency fee to cover salaries or fees of sub-agents, travelling allowances, cost of advertising, &c.; but he stipulated that he should be allowed to charter Mr. Sloman's ships in case he should be unable to engage the requisite tonnage elsewhere. He had already ascertained that Mr. Sloman would place most of his vessels hitherto employed in emigration to Queensland at his disposal. Being naturally unwilling to enter into further relations with Mr. Sloman, I desired him to inform Mr. Sloman that I could only agree to this condition on his undertaking to complete Messrs. Louis Knorr and Co.'s contract. To this communication I have within the last few days received a reply from Mr. Sloman expressing his readiness to do so, stating that the non-requirement of promissory notes from the emigrants had removed one of the objections of the German Government, and the chief difficulties in the way of fulfilling Messrs. Knorr's contract."

Dr. Featherston had verbally sanctioned this, and a formal authority to waive requiring promissory notes appears to have been sent to Messrs. Knorr and Co. on the 31st of the same month.

In the despatch above referred to, Dr. Featherston states that "early in the present year the Agent-General of the Queensland Government had entered into a fresh contract with Messrs Louis Knorr and Co. for 3,000, which the Government had instructed him to determine, provided the contractors would consent to cancel it. . . . Finding that the Queensland Government is still anxious to be released from their recent contract, I have informed Mr. Daintree that I am prepared to take it over if he and Messrs. Sloman and Co. can come to terms; and in the event of their doing so, I have agreed to meet him and Mr. Kirchner in the course of a few days, to settle the details of a proposed arrangement. Should I succeed in completing all these arrangements, the total number of emigrants contracted for will be in round numbers some 7,000 adults, to be sent out during the next two years—namely, 1,500 under my agreement with Messrs. Knorr and Co., 1,500 under the Queensland contract, and 4,000 under my arrangement with Mr. Kirchner."

It will be noticed that Dr. Featherston at this time contemplated all these emigrants being despatched within two years.

Mr Kirchner at once entered into communication with Mr. Sloman, and arrangements were ultimately come to.

Pending these negotiations, Dr. Featherston, by letter under date of the 12th March, 1874, offered Mr. Kirchner the agency for New Zealand, "to procure and superintend the shipment of emigrants from the continent to that colony," offering him the same terms that were allowed him whilst he acted for Queensland—namely, "a fixed salary of £400 and travelling expenses, and refundment of all other outlay, such as agents' commissions, advertising, office charges, &c., the agreement to date from the 1st April ultimo, and to remain in force until the completion of my two contracts with Messrs. Louis Knorr and Co., or their successor, for the conveyance of, respectively, 2,000 and 1,615 emigrants." Dr. Featherston adds, "After the expiration of the above two agreements, I shall expect you to superintend the selection and shipment of 4,000, for the conveyance of whom you will contract with Messrs. R. M. Sloman and Co., of Hamburg, your agency to be fixed at £1 per adult, which amount is to include all other charges." Mr. Kirchner accepted Dr. Featherston's offer by a letter under date 22nd March, 1874. The arrangements concluded with Messrs. Sloman and Co. are explained in Dr. Featherston's despatch from Hamburg, of the 14th May, 1874, to Sir Julius Vogel:—"1. Mr. Sloman, of this city, has undertaken to complete the contract entered into between myself and Louis Knorr and Co. in 1872, subject to certain modifications not of any material importance. 2. The deed transferring the emigration contract between the Government of Queensland and Louis Knorr and Co. to the Government of New Zealand has been duly executed. The number of emigrants to be sent under this contract is equal to 1,600 statute adults. 3. As soon as these two contracts are completed, Mr. Kirchner will commence to carry out the agreement into which he has entered, to procure during the ensuing two years 4,000 emigrants. 4. Mr. Sloman has undertaken to provide tonnage for the conveyance of these 4,000 emigrants, at the rate of £14 per statute adult."

In his despatch of the 17th May, 1876, to the Hon. the Minister for Immigration, Dr. Featherston writes, "When I took over the Queensland Government contract in 1874, it was on the express understanding that the contractor, Mr. Sloman, should complete it within eighteen months from the date of its assignment to me, the period of its completion determining on the 14th November, 1875. Had that contract been duly completed, I was under an engagement consequent thereon to enter into a new contract with Mr. Kirchner, by which he should be bound to select and ship 4,000 during three years from the date of the fulfilment of the Queensland contract, and Mr. Kirchner was to be bound under this agreement to arrange for passages in Mr. Sloman's ships; but my arrangement with Mr. Kirchner was made strictly contingent on the conclusion by Mr. Sloman of the transferred Queensland contract in due time. During the period of the fulfilment of the Queensland contract, I agreed to give Mr. Kirchner a fixed salary of £400. After the fulfilment of the Queensland contract, he was to receive, under my consequent new arrangement with him, in lieu of salary, a fixed commission of £1 per approved statute adult." The transfer of the Queensland contract was effected by the cancelment of that contract, and Mr. Sloman and his partner Mr. Losener entering into a contract with Her Majesty, on behalf of the colony and Dr. Featherston, whereby Messrs. Sloman and Co. bound themselves to convey within eighteen months from the date thereof, from the port of Hamburg to any safe port in the colony, to be selected by the Government or the Agent-General or Mr. Kirchner, any number of statute adults not exceeding 1,615, and any number of children, under one year old, relations of such adults, at such times as should be appointed by Mr. Kirchner, with a proviso that not less than 500 statute adults should be conveyed in any one year.

During the negotiation which resulted in this contract, Messrs. Sloman and Co. wrote to Mr. Kirchner, returning the draft proposed contract, which, subject to some slight modifications, they said

they found quite correct. The letter then states, "As all our disposable ships will be employed in the present year under the existing contract with the New Zealand Government, we could not take the present in hand before the other were completed, unless we chartered strange ships—a measure we should not resort to after the experience with the 'Alardus,' unless compelled by circumstances beyond our control. In the first paragraph the word 'within' would therefore have to be altered to 'after,' meaning thereby after eighteen months from the date of the substituted Queensland contract." This alteration Dr. Featherston refused to consent to, and insisted upon the Queensland contract being completed within eighteen months from its date, and so the agreement was executed.

Writing under date of the 22nd January, 1875, to the Hon. the Minister for Immigration, Dr. Featherston states that about 400 then remained to be carried under the Knorr contract, which he hoped to be able to despatch with those under the transferred Queensland contract in the course of that year, should Mr. Sloman be able to provide the requisite tonnage; and adds, "I shall then proceed to carry into operation the agreement which I have entered into for the despatch of the 4,000, which Mr. Kirchner has undertaken to select." In this despatch he forwarded a copy of the agreement with Messrs. Sloman and Co. for carrying out the transferred Queensland contract, which he said was then about to come into operation, of his letter appointing Mr. Kirchner his principal Agent on the Continent to superintend the fulfilling of that contract, and of the one with Messrs. Knorr, "pending the conclusion of the contract which it is agreed shall be afterwards entered into for the 4,000 above specified."

The exact number of emigrants carried in the year 1874 appears from the report of Mr. Kirchner, under date 31st January, 1874 (evidently a mistake for 1875), in which he states that during the year four vessels had been despatched from Hamburg under the first contract with Messrs. Louis Knorr and Co., and that after the shipment of 453 adults remaining from that contract "the second agreement for 1611 (1615) adults will come into operation. These emigrants have to be selected under my control, and I intend then to re-organize the old agencies, and to establish new ones. I trust that I shall then be able to complete the two first contracts in the course of this year by the despatch of eight vessels."

This expectation of Mr. Kirchner was not realized, for on the 14th November, 1875, when the time for the completion of the Queensland contract expired, emigrants equal to 441½ statute adults (irrespective of those which it appeared had been selected, but did not depart until the month of December) remained to be selected and to be forwarded.

In Dr. Featherston's despatch of the 17th May, 1876, above referred to, he says, "When Mr. Sloman made default in the Queensland contract, I gave him notice at the end of December that I could not extend the period of its completion—that it had in fact lapsed, and therefore that the other agreement (meaning that for the 4,000 emigrants) contingent upon the completion of that contract had never come into force. . . . There being absolutely no contract at the end of the year between the Government of New Zealand and Mr. Sloman, I could after that date only consent to charter vessels from him on special agreement quite outside the Queensland contract. Mr. Kirchner had been previously instructed not to charter any vessels. . . . Mr. Kirchner, again, his agreement (as to the 4,000), owing to the non-fulfilment of the contract, not having come into existence, has no claim to have any emigrants sent out under it. . . . I was under no obligation to Mr. Sloman by reason of the non-fulfilment of his agreement with me."

In a letter which Dr. Featherston wrote to Mr. Sloman on the 20th March, 1876, he states, "As you have failed to complete the Queensland contract within the stipulated time, I decline, as already notified, to extend the period for its completion; but as the proposed arrangements and agreements were contingent upon the due fulfilment of the Queensland contract, I cannot and do not recognize the existence at present of any agreement between either you and the New Zealand Government, or between the latter and Mr. Kirchner."

Instead of replying to this letter, Mr. Sloman came to London, and on the 25th March saw Dr. Featherston, who, in his memorandum of what passed at the interview, states that Mr. Sloman "urged me to make some proposal by way of compromise; that, as he had broken the Queensland contract, there was no agreement between him and Mr. Kirchner on the one part and the New Zealand Government on the other."

There can be no doubt that Dr. Featherston regarded both the contracts with Mr. Kirchner and Messrs. Sloman and Co. as to the 4,000 to be absolutely dependent on the Queensland contract being fulfilled in due time, and his positive statements on this point do not appear to have been specifically challenged either by Mr. Kirchner or by Messrs. Sloman and Co., although in the letter which Messrs. Sloman and Co. wrote to Dr. Featherston, after the interview he had had with them, which letter was evidently prepared in consultation with their legal advisers, they threaten proceedings for a breach of that contract, and the action afterwards brought by them is for damages for the breach of that contract and of the Queensland contract.

There does not appear upon these documents themselves anything which would support this view of Dr. Featherston in a Court of law, but this position seems to have been contemplated by all parties previously to the arrangements being entered into, for in an early letter written by Mr. Kirchner to Mr. Sloman, under date of the 10th December, 1873, he says, "It appeared to him (Dr. Featherston), as also to myself, impossible to enter into a new agreement such as is proposed (namely, as to the 4,000)" until the existing contract with the Queensland Government is either "completed or brought to a conclusion." It is clear, moreover, that it was contemplated that the contracts should be successively performed, for by the terms of Mr. Kirchner's letter of appointment of the 12th March, 1874, the engagement as to the 4,000 was after the expiration of "the above two agreements"—namely, the Knorr and transferred Queensland contracts.

The quotation also made from Dr. Featherston's despatch of the 22nd January, 1875, shows that he contemplated the contract for the 4,000 was to be entered into or come into force "after the conclusion of the transferred Queensland contract." The extract above given from Mr. Kirchner's report of the 31st January, 1875, confirms this. "After the shipment of the 453 adults" remaining from the above contract (the Louis Knorr), the second agreement for 1,611 (1,615) will come

into operation;" and on the 13th July, 1876, Mr. Kirchner wrote to Dr. Featherston, "The second vessel of the next season begins the new contract under the new charter"—viz., that as to the 4,000. If, therefore, the contracts were to be successively performed, it would naturally follow that if there was a breach in the performance of one, that to be subsequently performed would not come into operation. Dr. Featherston's despatch seems to have regarded his acceptance of Messrs. Sloman's letter of the 12th May, 1874, as simply binding them to find ships for the 4,000 emigrants, which Mr. Kirchner was to provide in case the Queensland contract should be properly carried out.

As, therefore, the claims of Messrs. Sloman and Co. and Mr. Kirchner are to be considered only upon their equities, it may, it seems, fairly be insisted that Dr. Featherston's views, so frequently and forcibly expressed by him, were correct; and, therefore, that as the Queensland contract was not performed in due time, the subsequent contracts never had any operation. Mr. Sloman will evidently contend that the non-performance of the Queensland contract was waived by the acceptance of ships and despatch of emigrants after the 14th November, 1875. It will be shown presently under what circumstances these were sent.

Although Dr. Featherston admitted the liability to forward emigrants actually accepted up to the 7th February, 1876, he did not evidently intend thereby to allow them to be sent under any of the arrangements which had then, as he viewed it, expired; for in his despatch of the 17th May, 1876, above referred to, he states that after the 31st December, 1875, it was his intention to "charter vessels from him (Sloman) on special agreements, quite outside the Queensland contract," in case shipping should be needed for emigrants actually accepted by Kirchner.

It does not appear, however, that at the end of 1875, when the Queensland contract had expired and had not been fulfilled, Dr. Featherston informed the parties of his intention to insist that the contract for the 4,000 could not under the circumstances come into operation; and it was not until the 7th February, 1876, that he informed Messrs. Sloman and Mr. Kirchner that free emigration was stopped.

It remains, then, to be seen, in order to do equity, what engagements were entered into or liabilities incurred by Messrs. Sloman and Co. or Mr. Kirchner, before the 7th February, 1876, with a view to completing the Queensland contract, or carrying out the 4,000 contract, in respect of which they may reasonably claim to ask for compensation.

We think it desirable to consider these claims separately, and, therefore, proceed to examine the grounds on which, as it seems to us, they should be respectively considered and finally.

As to Claims of Messrs. Sloman and Co.

MR. KIRCHNER, in his letter of the 11th April, 1876, states that Mr. Sloman "has decided to forward the emigrants, amounting to 416 adults, under the transferred Queensland contract, which he does not consider completed yet. . . . The 'Fritz Reuter,' the ship by which Mr. Sloman intends shipping the emigrants, will, I expect, be ready for use by the end of the month;" and in his letter of the 13th April to Dr. Featherston, he states, "Mr. Sloman consulted his lawyer during his late stay in London, and acted on his advice in sending the emigrants under the transferred Queensland contract. It appears that it had already expired when the 'Fritz Reuter' and 'Gutenberg' were despatched." If this were so, it appears, however, that the emigrants had been accepted some time before the termination of the Queensland contract, and the Government were, therefore, bound to send them.

Messrs. Sloman and Co., however, by their letter of the 15th March, 1876, to Dr. Featherston, write, "Your Agent, Mr. Kirchner, engaged of us, in conformity with, and in the terms of, our contract with you yourself of the 12th May, 1874 (which was not the Queensland contract, but the one as to the 4,000), two ships for the conveyance of emigrants to New Zealand for you or your Government's account, to proceed from this on the 10th and 25th April—that we have supplied these ships, the 'Fritz Reuter' and the 'Humboldt'—that they are both here in port, and will in proper time be ready."

No allegation is found in the letters that any other ships had been placed or set apart for the service, and Mr. Kirchner, in his letter under date of the 6th March, 1876, writes, "On my return from London" (this would seem to have been about the middle of February, 1876), "where you mentioned to me that you wished faith to be kept with engaged emigrants, I wrote to Mr. R. M. Sloman to lay on two vessels on the 10th and 25th April for them. This is my whole extent of liability to Mr. Sloman."

The "Fritz Reuter" was despatched with the 416 adults; and in Mr. Kirchner's letter of the 13th April, 1876, he states, "The 'Fritz Reuter' has ample room for the engaged 416 emigrants; Mr. Sloman intends therefore to despatch the 'Humboldt' to Dona Francisca, in Brazil, with emigrants, who, I am sorry to say, are partly recruited from emigrants refused for New Zealand."

No allegation is found in the correspondence that there was any loss in respect of the "Humboldt" being sent to the Brazils instead of to New Zealand. If there was no such loss, it would seem that Messrs. Sloman and Co. would be fairly compensated if they were paid for the emigrants despatched by the "Fritz Reuter," with interest.

In the action brought by Messrs. Sloman and Co. they claim £25,000 for the breach of two alleged contracts of May, 1874.

In Dr. Featherston's despatch of the 17th May, 1876, above referred to, he says that he would most willingly agree to the payment of the passage money of the 416 emigrants sent by the "Fritz Reuter" on receiving a full discharge from all claims against the Government on the part of Mr. Kirchner, Mr. Sloman, and all parties concerned.

It is right, however, that we should remind you that had Mr. Sloman performed his engagement to the Government under date of 17th February, 1872, with reference to the "Louis Knorr" contract, a sum of £7,500 would have been received by the Government from the emigrants. His guarantee was as follows:—"I hold myself personally responsible for the true fulfilment of the contract which you have agreed upon with Messrs. Lewis Knorr and Co., so far as we are concerned."

In Mr. Sloman's letter of the 26th July, 1872, above referred to, he draws attention to the notice of the Prussian Minister of Police, warning "emigrants to Australia and New Zealand not to sign promissory notes, by which they were bound in regard to their future," and adds, "under the circumstances you will see the impossibility for those gentlemen (Knorr and Co.) to fulfill their contract."

Dr. Featherston's view of this attempt to avoid the contract is expressed in his letter to Messrs. Knorr and Co., of the 27th September, 1872, as follows:—"I cannot, however, concur in your view that the proceedings of your Government justify your withdrawing from the contract. If you refer to that document you will find that it provides for two modes of dealing with the emigrants—namely, that they should prepay in cash, or refund after their arrival in the colony by promissory note. If the latter system be disapproved of by your Government I will abandon it, but in that case I adopt the course requiring each emigrant before embarking to pay £5 in cash for his passage."

As to Claims of Mr. Kirchner.

With reference to the terms of Mr. Kirchner's engagement, as expressed in Dr. Featherston's letter to him of the 12th March, 1874, above referred to, Dr. Featherston writes him under date of the 17th April, 1876, as follows:—"I beg to acknowledge receipt of your letter of 11th instant. In reply, I must point out to you that in undertaking to superintend the shipment of the emigrants now being embarked on board the 'Fritz Reuter,' you are acting entirely without the sanction or authority either of myself or the New Zealand Government. When the Queensland contract was determined by Messrs. Sloman's failing to complete it within the specified time, the agency you held under it also lapsed and determined. As the arrangement under which you were to select some 4,000 emigrants was contingent upon and was only to come into operation after the fulfilment of the Queensland contract, it is clear that you cannot claim an agency under it, for it is not and never has been in existence. Your powers, in short, as Agent, have entirely and absolutely ceased, though it may be necessary that you should continue to act for the purpose of winding up the affairs of the agency, but for that purpose solely and exclusively."

Mr. Kirchner's salary and office expenses were accordingly paid up to the end of April, 1876, since which time no payment has been made to him; and he finally closed his office on the 31st July following. He now claims his salary, office rent, clerk's salary and messenger's salary, up to the 31st July, and one month's rent and salaries of clerk and messenger in lieu of notice, besides £378 4s. for disbursements as to the "Fritz Reuter." In his letter to Dr. Featherston of the 20th February, 1876, he writes, "Although there was some uncertainty about foreign emigration, I expected at least a six months' notice, and not such a sudden pull up." In reply, under date of the 22nd February, Dr. Featherston writes, "The following facts will show how far such a charge or complaint on your part is justifiable:—Immediately on my arrival at Hamburg last June, I showed you a letter, if I did not give you a copy of it, addressed to me on the 30th April, 1875, by Sir Julius Vogel, then Premier of New Zealand, in which, under the heading, 'Emigrants to give Promissory Notes,' he stated that the time has come when emigrants should pay some portion of their passage money. Notices of this change were actually printed and issued on the 1st July, 1875, and were almost immediately withdrawn on receipt of advices from the colony that the proposed change was premature; but the Government, in the Official Handbook and in all other official announcements and publications, always in the most explicit manner announced that they reserved to themselves the right of at any time abolishing free passages, and reverting to the system of cash payments or promissory notes. Of all this you are fully aware. It was with a view of warning and advising the local agents of the probability or rather certainty of such a change, that I requested you to accompany me to Switzerland, the Tyrol, and Italy; and Mr. Glynn, your local agent in Italy, to meet me either at Leghorn or Turin. You will remember that in the cases of the then proposed emigration of considerable bodies versed in certain industries, notably in the case of the proposed emigration of the Waldenses from the valleys of Piedmont, I distinctly informed the agents that unless these several bodies could make their arrangements to emigrate during 1875 I could not guarantee them free passages, and I warned you and the local agents not to prolong the period of such engagements; but not only this, I drew your special attention to the instructions given to me by Sir Julius Vogel in his letter of the 30th April, 1875, under the head 'German Contracts'—that is, he desired me to determine these contracts, or, at any rate, to exact from the emigrants cash payments or promissory notes. I must candidly confess that I am at a loss to conceive what further notices or warnings I could have given you." Mr. Kirchner, in his letter of the 18th October, 1875, to Dr. Featherston, admits his knowledge of the Government's intentions when he says, "I should be sorry to see Continental emigration stopped," &c.

In consequence of the general instructions of the 30th April, 1875, above referred to, in which, after referring to the contract with Mr. Kirchner in respect of the 4,000 emigrants, it is stated that Mr. Kirchner should be compensated for giving up any claim that he may have, which instructions were shown to him, he appears to have relied on receiving a fair compensation for the 4,000 contract not being carried out; and in his letter to Dr. Featherston under date of the 13th March, 1876, in which he says, "I have worked out a recapitulation such as I would make in stating the case to my lawyer," after referring to the shipment of the 558 adults, which he then asserted had been accepted, he adds, "On their being shipped, I undertake to give up my contract on receipt of the promised fair compensation, out of which I shall settle all claims which my agents may have a right to make."

Dr. Featherston appears to have viewed Mr. Kirchner's claim to compensation on this account very favourably until his conduct after emigration had been stopped in February, 1876.

On the arrival of the telegram from the Government ordering emigration to be stopped, Mr. Kirchner was in London, and was informed that its contents had been telegraphed to Mr. Sloman, and he returned to Germany with instructions to ascertain and report the precise extent of the Government commitments with reference to Continental emigration.

On the 20th February he wrote Dr. Featherston: "Since my return from London, I have been investigating the extent of our obligation for free passages, and find that four ships at least must be despatched. . . . The first two ships must be sent in April; the next can possibly be

detained till the 25th May or the middle of June. . . . Sloman I think would gladly cry quits of the remaining 3,000 emigrants if he were assured that the 1,000 to whom free passages are promised were to be forwarded."

Dr. Featherston at once replied by telegram: "Impossible I can accept the liabilities you say you have incurred without myself examining each application and verifying each acceptance." On receipt of this telegram, Mr. Kirchner replied that he was unable to forward the documents, "as our way of carrying on the acceptance of emigrants is different from yours," but that "at the close of last season" he had authorized his various agents to engage emigrants to the extent of 1,500.

On the 27th February Dr. Featherston telegraphed, "I absolutely repudiate any liability whatever in respect of a single one of the 1,500 you say you authorized your agents to engage, and will, if necessary, take immediate steps to prevent your proceeding further with such unauthorized transactions."

In his letter to Mr. Kirchner, of the 22nd February, Dr. Featherston had written, "When you were appointed Agent of the New Zealand Government for Continental emigration, it was upon the distinct understanding that while you might appoint local agents, the power of approving and accepting emigrants rested in you solely and exclusively, and that you could and should not delegate such power to your local agents."

On the 6th March, 1876, Mr. Kirchner writes, "I beg to enclose the original applications of emigrants which were accepted by me in Germany, Italy, and Switzerland. There were 125 emigrants more accepted by me, engaged by my agents in Scandinavia. I hope to forward the originals in a day or two. . . . All were engaged previous to the 10th February, the date on which I had notice from you that free emigration would cease. . . . The number of accepted emigrants, according to the enclosed lists, amounts to 433 statute adults, to which 125 from Scandinavia, as mentioned above, will be added; therefore in all 558 adults."

He then goes on to urge being allowed to forward these emigrants, and in reply Dr. Featherston telegraphed, "The more your proceedings are disclosed the more necessary it becomes that I adhere strictly to my decision communicated in my telegram of the 27th ultimo."

Then came Mr. Kirchner's letter of the 13th March, 1876, above referred to, with a recapitulation of his case, and Dr. Featherston, in his reply by telegram, states, "It is quite clear, from your own admissions and documents, that not a single emigrant has been approved and accepted by you either in accordance with the emigration regulations or the terms of your appointment."

On the 11th April, 1876, Mr. Kirchner wrote Dr. Featherston, informing him of certain proceedings instituted by the Government, and that the "Fritz Reuter" was to be despatched with 416 emigrants. He states, "with the despatch of the 'Fritz Reuter' all my promises will be fulfilled."

In his despatch of the 17th May, 1876, above referred to, Dr. Featherston writes as follows:—"On the 7th February I advised the several parties concerned of the total stoppage of free emigration from the Continent. . . . They immediately professed to have promised free passages to some 3,000 emigrants, and to have engaged shipping from Messrs. Sloman for that number in advance. This was on the face of it such an obvious conspiracy to force the Government to carry on free emigration contrary to its express policy, that I at once determined to enforce my strict rights under the several agreements. Accordingly I refused to accept any emigrants to whom free passages had been promised, unless they had been actually accepted and approved by Mr. Kirchner himself, in accordance with my instructions to Agents, declining to recognize the action of his local agents. Mr. Kirchner at first said he thought he had engaged 500, but could furnish neither list nor certificate. A little later the number rose to a thousand. A few days subsequently he stated that, between the sailing of the 'Gutenberg' in December and the 20th January, he had ordered his agents to engage 1,500, and that shipping must be provided for that number. Finally, upon examination of documents, I discovered that not one of the alleged number had been really approved by Mr. Kirchner, and I accordingly decided not to accept any of them. . . . The case is now exceedingly simple. Mr. Kirchner and his agents have been obliged to admit that the 416 emigrants now on their way to the colony in the 'Fritz Reuter,' and who were in the end ordered to be sent out at their expense by the German Government, constituted the entire number for whom free passages had been promised by them, so that all their engagements in regard to free emigration have been amply fulfilled."

As to Mr. Mathei's Claim.

In the action brought by Mr. Mathei against the Government, an affidavit was made by his solicitor, in which he states that the action is brought to recover a large sum of money as damages for breach of an agreement to provide a free passage to New Zealand from Hamburg for emigrants provided by him as the duly appointed and authorized agent of the defendants, and for money paid by him for the Government for the conveyance of the emigrants, and for commission in respect of the agency; and that he as such agent brought to Hamburg 416 emigrants to be shipped to New Zealand by the Government, and that as the Government refused to forward them, he was obliged himself to provide a free passage for them.

We are not aware of any contract whatever between the Government and Mr. Mathei, but in the letter of Messrs. Sloman and Co. to Dr. Featherston, which they allege constitutes the contract for the 4,000, they state as follows:—"As the German laws require a licensed agent for the conveyance of emigrants, we have appointed Mr. C. A. Mathei to act for us in this capacity under our responsibility, and to sign the charter-parties and other documents for our or on our account."

We are at a loss therefore to understand on what ground Mr. Mathei can make any claim against the Government.

In conclusion, we would advise that, in any arrangement which may be come to, care shall be taken not to admit that the emigrants sent in the "Fritz Reuter" were sent under the Queensland contract, unless all claims are got rid of at the same time, in which event this will be unimportant.

There yet remains to notice the claim of Messrs. Sloman and Co. to have remitted the penalty of £500 deducted in Wellington from the freight of the "Terpsichore," as to which they wrote Dr. Featherston under date of the 25th September, 1876.

All the papers relating to this are no doubt in your hands, and we presume that if you can come to any satisfactory arrangement with them as to the other questions, you will at the same time deal with this question as may seem to you to be just.

We have, &c.,
JOHN MACKRELL AND CO.

Enclosure 2 in No. 39.

MR. R. M. SLOMAN to the AGENT-GENERAL.

DEAR SIR JULIUS,—

Langham Hotel, 12th April, 1877.

Considering the great bodily pain you were exposed to yesterday, I appreciate the more the kind and patient manner in which you attended to my case, and equally regret that we could not arrive at a final settlement of the same. It is rather unfortunate that you of course cannot assume the necessary impartial position, otherwise the proposals of your friend, which I accepted without a further word, would no doubt have been agreed to by you as well. In May, 1874, I was under three contracts to your Government—namely, one for about 1,500 emigrants at £10 per head, a second for about 1,600 at £14, and lastly the large contract for 4,000, also at £14 per head. These three contracts thrown together would have given me an average passage money of £13 3s. The low contract at £10 I have carried out, and now, when my greater profit would commence to make up for the other, you wish to stop the large contract; and if I agree thereto, and only ask to be paid the average price of £13 3s. for the 1,500 forwarded at £10, I fondly hoped you would have agreed thereto also, the more so as the proposal proceeded from your friend. This would have given me £4,725—properly speaking no compensation at all for giving up a contract involving a sum of £56,000, but merely a restitution of a sacrifice I made with a view to future business, which is now cut off.

The question arises now again, whether more law is to be resorted to? I sincerely hope, and I may say I beg, you will not let it come thereto, and to show you my desire to prevent this, I beg to repeat what I said yesterday—namely, that I will accept £3,826 14s. 7d., and the passage money of the "Fritz Reuter," amounting, with charges, to £6,173 5s. 5d., in full settlement of all my claims. You can of course retort, why make a stand there, and why I will not take about £700 less? To that I can in same manner reply that a stand must be taken somewhere, and that I have already gone far beyond the limit which I placed for myself. You will kindly excuse my not placing the above personally before you, but I really have not the courage to incommode you again while you are so unwell. At the same time I place myself entirely at your disposal, if you wish to see me again. I make the above offer subject to an exchange of telegrams from New Zealand, and of course without any prejudice to future proceedings should it not be accepted; at the same time I am still quite willing to refer our matters in dispute to arbitration, or, as I have offered already, to the decision of an impartial third party named by you and approved of by me.

Although, speaking for myself, I am convinced that I have now done everything that could in justice be required of me to bring about a friendly settlement, if law is after all to be resorted to, we can of course fight the matter out to the bitter end. Whatever the result may be, I shall still retain a pleasing recollection of our interview, although the result at present may not have been what we desired.

Waiting the favour of your decision,

I have, &c.,
R. M. SLOMAN.

Enclosure 3 in No. 39.

MESSRS. JOHN MACKRELL AND CO. to the AGENT-GENERAL.

Re Sloman and Co.

DEAR SIR JULIUS,—

21, Cannon Street, London, E.C., 14th April, 1877.

We have to report that we have had a visit from Mr. Sloman, who called on us with your sanction after his interview with you to give an explanation of his claim of £25,000 for damages against your Government for breach of the alleged contract as to the 4,000. He went very fully into the history of his transactions with the late Dr. Featherston, and the grounds on which he based his claim, but he was not able to put before us any precise statement showing how such a sum as £25,000 was arrived at, but spoke generally of the loss he sustained in sending his ships out laden with coal, only to obtain foreign freights, instead of sending them out with emigrants. He had evidently been impressed by the objections which you had raised against his claim, and he seemed especially impressed by the consideration that the Government would advance, in opposition to any claim on his part, a claim for £7,500, which they had lost by reason of the Knorr contract, which he had guaranteed, not having been fulfilled. He contended, however, that he was only liable in respect of this contract as a surety, and bound only to pay whatever might be properly recovered against Knorr, and that even if he were liable as a principal, he was protected by the clause in the contract which stipulated that Knorr and Co. should not be bound by it if they were prevented carrying it out by the action of the German Government, and that they were, in fact, prevented doing so by reason of the Government refusing to allow emigrants to give promissory notes. When his attention was drawn to the clause that he was bound to get them to give the money if they could not give the promissory notes, he insisted that he would never have had anything to do with the contract if he was to have been bound to get 2,000 emigrants to pay £5 each before starting, and that Dr. Featherston knew as well as he did that it was hopeless to expect to get anything of the kind. In explanation of this claim, he contended that he had only been induced to guarantee the performance of the Knorr contract, and ultimately to work it out, relying on having other contracts on more favourable terms, and that had he had the carriage of the whole 7,100 emigrants, he would have got an average of £13 3s. a head, whereas, by not having the

4,000 arrangement carried out, his loss, calculated at £13 3s. a head on the last 1,500 carried under the Knorr contract, was £4,725. He contended, further, that the default in completing the Queensland contract was not attributable to him but to the Government, who did not provide emigrants fast enough to enable him to do so, and he instanced ships which were sent with considerably less than the number agreed upon. If this be so, of course there would be no answer in equity to his claim for full damages. Against the £4,725, however, it might be contended that he had received beyond the average in respect of the emigrants carried under the transferred Queensland contract, which would, upon the figures he then put before us, reduce this amount by about £1,300. It seemed to us at first that if you could settle with him on the basis of paying £4,725, besides the claim in respect of the "Fritz Reuter," you might favourably consider such a settlement, as we think in equity he would be undoubtedly entitled to a proper average payment for the emigrants actually carried, and that the Government might very properly consent to pay a sum of from £1,000 to £2,000 more, to be quit of all claims and litigation.

We have, however, since our interview with Mr. Sloman, ascertained from your department that he was paid £14, and not £10 in respect of 190½ adults, single women and vine-dressers (making an extra £762) who were despatched under the Knorr contract as herein provided for, which we were not before aware of.

Upon our asking Mr. Sloman, at our interview, whether he had received anything extra in respect of single women, he replied, "A mere trifle, not worth consideration."

This payment alters the average over what would have been paid if the whole 7,100 had been conveyed, and allowing Sloman to be entitled to a proper average payment in respect of the 3,100 carried under the Knorr and transferred Queensland contracts, would leave a balance of about £3,000 coming to him. If, in addition to this, a sum of £1,000 be added as a payment to get quit of all further claims and possible litigation, it would make about £4,000 (or about the £4,725, the figure Mr. Sloman originally mentioned, less the £762 paid extra in respect of single women, &c.), and if to this be added the claim for the emigrants sent by the "Fritz Reuter," amounting we understand to about £6,173, it would make a total of over £10,000.

We think that on all hands it is admitted that payment for the emigrants sent by the "Fritz Reuter" cannot be properly resisted, and it has, as we understand, only been hitherto postponed lest the payment might be held to be a condonation of the breach of the Queensland contract, and in consequence bring into operation the arrangement as to the 4,000.

We think, considering that Dr. Featherston is not alive to rebut what may be stated by Mr. Sloman, and all the circumstances of the case, and the importance on many grounds of its being settled if possible on an amicable footing, that if you can succeed in satisfying the claim of Mr. Sloman and Mr. Mathei, by payment of a lump sum of from £10,000 to £11,000, your Government may congratulate themselves on the result of your exertions in disposing of this very difficult case.

Sir Julius Vogel, K.C.M.G.,
Agent-General for New Zealand.

We have, &c.,
JOHN MACKRELL AND CO.

Enclosure 4 in No. 39.

Mr. WALTER KENNAWAY to Mr. R. M. SLOMAN.

7, Westminster Chambers, Victoria Street, London, S.W.,
16th April, 1877.

SIR,—

(Without prejudice.)

I am directed by the Agent-General, in reference to the interviews you had with him respecting your claims on the Government of New Zealand, to inform you that he is willing to recommend the following payments to you in full discharge of all the claims you consider you have in respect to German, &c., emigration—namely, the sum of £6,173 5s. 5d. on account of the passage money and other expenses connected with the emigrants by the "Fritz Reuter," together with the sum of £3,365, being £9,538 5s. 5d. in all.

This recommendation the Agent-General will at once communicate to the Government by telegraph, and you will be acquainted with the reply as soon as it is received, which, if favourable, the matter shall be at once settled on the completion of the necessary receipts, &c.

I have, &c.,

WALTER KENNAWAY,
Secretary to the Department.

R. M. Sloman, Esq.

Enclosure 5 in No. 39.

Mr. R. M. SLOMAN to the AGENT-GENERAL.

Postscripts to Letter of 16th April, 1877.

SIR,—

London, 16th April, 1877.

I agree to the above, and beg you will cause the answer to be given as quickly as possible. For order sake, I beg to repeat that the above is neither to prejudice the New Zealand Government nor myself in our future proceedings, should the terms as above not be accepted.

R. M. SLOMAN.

It is also understood that if not replied to within the course of this month, I am to be free from the above arrangement, and may resume any proceedings I may think proper.

R. M. SLOMAN.

Enclosure 6 in No. 39.

The AGENT-GENERAL to Messrs. R. M. SLOMAN and Co.

7, Westminster Chambers, Victoria Street, London, S.W.,

24th April, 1877.

SIRS,—

Referring to the arrangement described in Mr. Kennaway's letter of the 16th instant, I have now the honor to inform you that the Government of New Zealand have approved of my recommendation to settle all your claims respecting Continental emigration in the manner indicated in that letter.

I shall forward as soon as possible the documents which it will be necessary for you to sign, previous to my remitting you the amount.

Messrs. R. M. Sloman and Co.

I have, &c.,

JULIUS VOGEL,

Agent-General.

Enclosure 7 in No. 39.

Mr. R. M. SLOMAN to the AGENT-GENERAL.

DEAR SIR JULIUS,—

Hamburg, 26th April, 1877.

I have the honor to acknowledge receipt of your much-esteemed favour of 24th instant, advising me that the New Zealand Government has ratified the provisional agreement between Mr. Kennaway and myself of the 16th instant, and that I may expect very shortly a final settlement of the same. It is very pleasant that this long-pending affair will then be settled, and although I certainly attribute, in a great manner, the possibility of a settlement to my forbearance in accepting a small compensation against a heavy loss, still I am persuaded this end would not have been attained if you had not met me in a kindly and friendly spirit, for which I beg to tender you my most sincere and best thanks.

Sir Julius Vogel, London.

I have, &c.,

R. M. SLOMAN.

No. 40.

The AGENT-GENERAL to the Hon. the COLONIAL SECRETARY.

(No. 418.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

7th May, 1877.

SIR,—

I have the honor to acknowledge the receipt of your letter of 10th March, No. 53, enclosing copy of telegram sent in reply to mine of the 28th February, respecting Mr. Prichard's application to the Auckland Waste Lands Board; and also informing me as to the amount of the cost of the same. In my letter of 9th March I gave you particulars of what had occurred between Mr. Prichard and myself with regard to the matter, and immediately on the receipt of your telegram I communicated its contents to that gentleman, from whom, however, I have received no further communication. On ascertaining that the cost of the telegrams to and from the colony amounted to £22 13s. 8d, being £2 13s. 8d. in excess of the amount (£20) deposited by Mr. Prichard, I forthwith requested him, by letter, to remit me the balance, but up to this I have received no reply. I have also applied to the Chairman of the proposed Company, drawing his attention to the amount due, but have received no answer from him.

I have, &c.,

JULIUS VOGEL,

Agent-General.

The Hon. the Colonial Secretary, Wellington.

No 41.

The AGENT-GENERAL to the Hon. the MINISTER for IMMIGRATION.

(No. 426.)

7, Westminster Chambers, Victoria Street, Westminster, S.W.,

9th May, 1877.

SIR,—

I have the honor to acknowledge the receipt of your letter (No. 54) of the 10th March, containing remarks with reference to the correspondence between Mr. Galbraith and myself respecting the shipping contract transmitted in your letter No. 244, of November 16th. In order that I may make myself better understood in this matter, it is necessary that I should recapitulate what has taken place as regards the shipping contract. There were three different forms of shipping contract sent from the colony in 1876:—

1st. That described in the Premier's telegram of April 21st, 1876, in which rates of passage money were £13 17s. 3d. for adults and £7 16s. for children, and the conditions of which were, in other respects, similar to those under which emigrants had been despatched in the previous contracts.

2nd. That sent with letter from your office No. 127, May 25th, 1876, and received at this office in July, in which the rates of passage money were £13 11s. for adults and £7 12s. 10½d. for children, and the conditions of which had been considerably altered from those of the previous contract.

3rd. That sent with letter from your office No. 244, of November 16th, 1876, in which the rates of passage money were £13 11s. 6d. for adults and £7 11s. for children, and the conditions of which had again been revised.

9—D. 2.

The date at which the first two forms of contract are made to terminate is May 1st of this year; the date at which the third is to terminate is August 1st of this year, it being optional with the Government to continue it to May 1st, 1878. The Albion Shipping Company agreed to accept the first form of contract, and it was to this acceptance that the letter from this office, No. 396, of May 23rd, referred. On receipt in July of the second form of contract, Sir William Power informed the Albion Company of the alterations, and the Company agreed to accept the contract as modified.

On receipt of the third form of contract I furnished the Albion Company with a copy, but they declined to accept it. Whatever may have been the intentions of the Government and the New Zealand Shipping Company as regards this contract, it does not appear to me, under the above circumstances, that I was in a position to take exception to the refusal of the Albion Shipping Company to accept the third form of contract. Whether or not the alterations were material, the mere fact of there being alterations entitled the Albion Company to object to adopting the new contract. In reference to your remark that you do not see why I should have expressed any doubt to Mr. Galbraith on the matter of the New Zealand Shipping Company having to provide ships from the Clyde, I have looked through the correspondence attached to my letter No. 59, of 12th January, but I cannot find that I made any such statement. On the contrary, when Mr. Galbraith referred to it as my impression, I replied that I did not mean to express any opinion as to the New Zealand Shipping Company's liability. The action which I took in the matter, as there was no immediate necessity for making arrangements for Clyde shipping, simply consisted in my informing the New Zealand Shipping Company of the Albion Company's decision, and in then referring the matter to you for further instructions. I thought it better not to give formal notice to the New Zealand Shipping Company that I should require them to provide Clyde shipping. The expediency of the course I then pursued is, I think, attested by the fact that a few days since Mr. Galbraith called upon me and gave me to understand he was willing to provide the Clyde shipping. I notice the intention you express to call for tenders for the carrying of emigrants and freight after the present contract expires. You say I may state this; I do not understand you to mean that I am to give notice of this intention at present, unless it should appear desirable to me to do so. In fact, I take it you merely give me permission to make known your purpose, without instructing me to do so. I do not propose therefore to give any present notice of this intention, though incidentally I may refer to it in a claim which I am now pressing on behalf of the Government against Messrs. Shaw, Savill, and Co. for short delivery of rails by the "City of Bombay."

The Hon the Minister for Immigration,
Wellington.

I have, &c.,
JULIUS VOGEL,
Agent-General.

By Authority: GEORGE DIDSBUXY, Government Printer, Wellington.—1877.