

from him in writing, as it will be a powerful lever in any appeal to the Government for a modification of terms in case of loss to be able to show that the agreement was signed upon his representations." Mr. Noble seems there to have desired that the statement made by Dr. Featherston in November, 1872, should be reduced to writing, and it does not seem improbable that there may be a misconception in Mr. Brogden's mind as to the time when Dr. Featherston said the margin would be sufficient. Mr. Brogden may be in error when he says the representations were made previously. I suggest this was the date when Dr. Featherston said, in effect, "I know the margin will be sufficient to protect you, the 33 per cent. profit will bring you out right." Not that I think it is of much importance, because I cannot see that a statement of opinion, such as Dr. Featherston is said to have given, can bind this colony to surrender obligations which Messrs. Brogden entered into with it. I submit it was clearly agreed that Messrs. Brogden should take the risk, and that in fixing their margin for the risk they should have rested on the advice of Mr. James Brogden, which there was ample time to have obtained, and which they actually did obtain. The other matters which Messrs. Brogden seem to place so much reliance upon I apprehend the Committee will say were never proved. The terms upon which their immigrants were imported were, they say, worse than those conceded to the Government immigrants. Of course, but that was by the act of Messrs. Brogden themselves. They should have known perfectly well what the consequences would be of bringing out their immigrants at one rate, while Government immigrants were brought out at a lower rate. If they did not know they failed to discount human nature. Why should they ask the colony to recoup them for their ignorance of human nature? Messrs. Brogden blame the Government because these men were dissatisfied. But the Committee will find that, throughout the period over which these immigrants of Messrs. Brogden were imported, there was never any alteration of the immigration conditions of Government immigrants, except in regard to nominated immigrants. When the contract was signed Messrs. Brogden knew that their immigrants had to pay more. Why should the colony compensate Messrs. Brogden? It was only a natural disinclination on the part of men coming out in ships with Government immigrants to pay more than their fellow-passengers, and any person of ordinary foresight would have expected that difficulty at once. That difficulty was actually foreseen in the colony before any immigrants were landed; for on the 6th July 1872, Mr. Henderson, their agent, writes, "I am sorry that the immigrants were not sent out on the usual Government terms, namely, £5 cash, or £7 10s. promissory note. I am afraid the men on arrival here will feel dissatisfied, and that we shall lose many of them. Please do not send any more except upon the usual Government terms, and even then the Government ought to allow you 25 per cent. for risk, and pay all expenses, &c." That was Mr. Henderson's idea. I do not place too great reliance on that, because Mr. Henderson had not been long enough out here to form an opinion from the special circumstances of the colony. But, from his knowledge of human nature, he knew what would happen. This, however, was a matter which Messrs. Brogden were as competent (nay as large employers of labour, far more competent) to judge of as the Agent-General. One other point I wish to refer to, and that is, the charges for transhipment. Messrs. Brogden allege that the Government did not perform the fourth clause of the contract, by treating the Brogden immigrants in as beneficial a manner as Government immigrants. Upon that point I have elicited that the colony has repaid to Messrs. Brogden the sum of £1,126 or thereabouts, which they had expended in landing expenses and medical comforts. Another sum of £300 odd, claimed on the same ground, remains under consideration, the items being questioned: there has been no definite refusal to pay that sum if properly vouched. With regard to this question of transhipment charges, I simply submit that, so far as the colony was concerned, it did not matter whether 300 men were landed in Wellington or in Picton: the colony, once they were landed, got the benefit of the immigration, and they were as good to the colony at one port as at another. Of course it would be better for the Messrs. Brogden to have the men where they wanted them. But I do not see why the Government should pay for conveying Messrs. Brogden's labourers to whatever part of the colony they were wanted at the time. Messrs. Brogden must pay for the transhipment of their men as any other contractor would have to do. With reference to the complaint about the abolition of imprisonment for debt, it is enough to point out that Mr. Henderson said, in 1873, that imprisonment for debt was useless to them because they had to pay 10s. per week for each man imprisoned; and that the grievance now is that the last chance of recovery has been extinguished by the Act for the Abolition of Imprisonment for Debt. Some curious evidence has been adduced from the immigrants landed here by the petitioners. Three men who remained here in Wellington all the time, but were not sued till twelve or fourteen months after they landed: that men living in a place where the firm had their head-quarters were not sued for so long a period is strong evidence that Messrs. Brogden did not use any diligence in endeavouring to recover upon the notes. The probability is they had this present claim in view, and preferred to rely on the chance of getting their money back from Government. It may be gathered, from the evidence that they gave in 1873, and from the manner in which they conducted themselves since, that they were advised they could resist the payment of their own promissory notes—as they endeavoured to do in the case of Brogden *versus* the Queen, when they were defeated. I think, from the way in which Messrs. Brogden have lain on their oars, as they have preferred to do, it is pretty clear that they thought that they could get their money from Government—and get it without trouble and expense; and that, instead of taking action to get in these moneys, they contented themselves with the opinion of their legal advisers that Government could not stop the amount of these notes from sums payable to the firm. In conclusion, I would ask the Committee to believe that I have not stated one-tenth part of what I understand to be the Government case. I would ask the Committee also to believe that I refrained in cross-examination from asking numerous questions which I had intended to put. I have neither directed any part of my cross-examination, nor any part of my remarks, to show that it is a stale claim or an unfair claim. I have rested throughout upon this: that successive Governments have all agreed that there is no equity in this claim—that there is no scintilla of right to claim the allowance which Messrs. Brogden ask for. I have tried also to show, from the new evidence that they have brought before the Committee now, in addition to that which they brought before the previous Committee, that they have never had a shadow of right to say to the colony that the colony has repudiated any engagement