

(No. 170.)



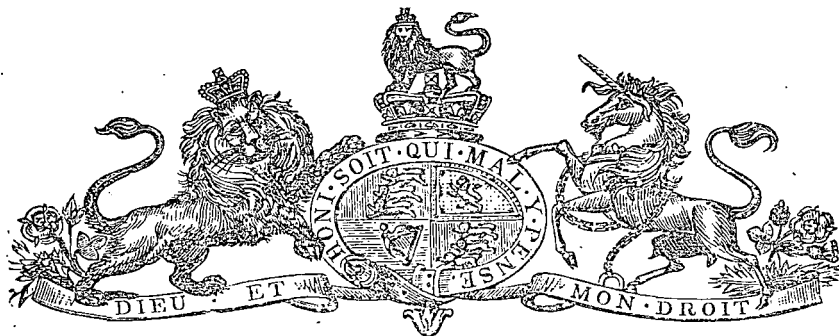
1890.

PARLIAMENT OF TASMANIA.

MR. F. BUCK'S CLAIM:

REPORT FROM THE SELECT COMMITTEE, WITH MINUTES
OF THE PROCEEDINGS AND EVIDENCE.

Brought up by Mr. Hamilton, November 7, 1890, and ordered by the House
of Assembly to be printed.



SELECT COMMITTEE appointed on Mr. Buck's Claim for Services rendered to the Colony as Immigration Agent.

MEMBERS OF THE COMMITTEE.

MR. GILL.
MR. SUTTON.
COL. ST. HILL.
MR. HAMILTON.

MR. CRISP.
MR. DOOLEY.
MR. NICHOLAS BROWN.

DAYS OF MEETING.

Wednesday, 29th October ; Friday, 31st October ; Wednesday, 5th November ; Friday, 7th November.

WITNESSES EXAMINED.

Mr. F. Buck ; Hon. W. H. Burgess, M.H.A. ; Mr. James Andrew ; Mr. T. C. Just.

MINUTES OF PROCEEDINGS.

WEDNESDAY, OCTOBER 29, 1890.

The Committee met at 11 A.M.

Present.—Hon. Nicholas Brown, Mr. Hamilton, Mr. Gill, Col. St. Hill, Mr. Dooley.

Mr. Hamilton was voted to the Chair.

Mr. F. Buck was called in, and having laid Parliamentary Paper 122 on the Table, was examined.

Mr. F. Buck withdrew.

Ordered, that Mr. T. C. Just, formerly Secretary to Immigration Department, be summoned to attend and give evidence.

The Committee adjourned until 11 A.M. on Friday, the 31st instant.

FRIDAY, OCTOBER 31, 1890.

The Committee met at 11 A.M.

Present.—Mr. Sutton, Col. St. Hill, Mr. Crisp, Mr. Gill, Mr. Hamilton (Chairman), Mr. Dooley.

The Minutes of the last Meeting were read and confirmed.

Mr. T. C. Just, formerly Secretary to the Immigration Department, was called in and examined.

Mr. F. Buck was called in and re-examined.

The Chairman was instructed to apply for the permission of the House to continue sitting during adjournment.

The Committee adjourned at 1 P.M. until Wednesday, the 5th instant, at 10 A.M.

WEDNESDAY, NOVEMBER 5, 1890.

The Committee met at 10.25 A.M.

Present.—Mr. Nicholas Brown, Col. St. Hill, Mr. Dooley, Mr. Gill, Mr. Hamilton (Chairman).

The Minutes of the last Meeting were read and confirmed.

Mr. James Andrew, Secretary to Immigration Department, was called in and examined.

Mr. Andrew withdrew to obtain further information.

The Hon. W. H. Burgess was called in and examined.

Mr. Burgess withdrew.

Mr. Buck was re-examined.

Mr. J. Andrew was called in and further examined.

The Committee adjourned at 12.50 P.M. until 12 noon on Friday, 7th November.

FRIDAY, NOVEMBER 7, 1890.

Present.—Mr. Hamilton (Chairman), Mr. Sutton, Col. St. Hill, Mr. Crisp, Mr. Gill, Mr. Dooley.

The Minutes of the last Meeting were read and confirmed.

Mr. T. C. Just was recalled and examined.

Mr. Just withdrew.

The draft Report was drawn up and agreed to.

The Committee adjourned at 4 P.M., *sine die*.

REPORT.

YOUR Committee having most carefully investigated the claim preferred by Mr. F. Buck against the Tasmanian Government for services rendered and moneys expended by him as Immigration Agent to the Colony, and having duly weighed all available evidence, oral and documentary, find that the claim he has put forward has been previously carefully investigated and disposed of by the Government, and are of opinion that Mr. Buck has failed to produce any fresh evidence which would establish any legal claim on his part against the Government.

Your Committee, however, having taken into consideration that the agreement entered into by Mr. Buck with the Government to introduce 100 immigrants into the Colony (providing them with medical attendance on the voyage) at £1 per head, was one that, under the most favourable circumstances, must have resulted in financial loss to that gentleman; that Mr. Buck had to contend with delays and mishaps which it was impossible for him to have foreseen, in the face of which he has carried out his contract in its integrity; that his labours in the cause of immigration have undoubtedly conferred benefits upon the Colony,—would respectfully recommend that the bond entered into by Mr. Helmer and Mr. Buck for repayment of the sum of £91 5s. to the Tasmanian Government in the event of Mr. Buck failing to produce vouchers for the expenditure of the said amount, alleged by him to be the moiety of moneys expended by him on behalf of the Government during his tenure of office as Immigration Agent, be cancelled; that he be paid the remaining moiety of his claim, viz., £91 5s. in full and final satisfaction of all his claims against the Government.

JOHN HAMILTON, *Chairman*.

Committee Room, 7th November, 1890.

EVIDENCE.

WEDNESDAY, 29TH OCTOBER, 1890.

FREDERICK BUCK, *examined*.

1. *By the Chairman*.—What is your name? Frederick Buck.
2. You are the petitioner referred to in the petition, Paper No. 166? Yes.
3. Will you tell us what was the nature of your first contract with the Government out of which this dispute arises? It was to bring 100 adult German passengers to Hobart direct, and to get as many Land Order Warrant Passengers as I could secure.
4. What was to be the remuneration? One pound capitation fee.
5. How many did you get? Eighty-nine.
6. What payment was made to you on behalf of that? Eighty-nine pounds.
7. What, then, is the item you dispute? I was instructed to introduce as many more as I could get, and as to clear proof of intention, I had 450 waiting.
8. How many more did you procure? I had 450 waiting.
9. Will you tell us the basis of your present claim? My claim is that I expended money intending to introduce these 450 Germans and Scandinavians, and also in travelling expenses.
10. In what way? These expenses were incurred on the supposition that outside of the 89 immigrants these 450 which I had collected would be introduced. They were not introduced owing to want of funds on the part of the Government. These expenses were founded on the supposition that 539 would be introduced of the class I mentioned in the petition. Of the money I laid out I got back for outlays £212, including £89 for my remuneration. I was paid back for outlays also £91 5s., of which a further moiety of £91 5s. is still outstanding. For four more items, coming to £160, I received £50 as payment in full.
11. *By Mr. Brown*.—How have you obtained these details, as in your memorandum of 9th July you say, "My cash outlays and interest incurred for these immigrants in 1884-5 are completely lost, and a ruin to me. One half was spent in waiting here from 4th March to 4th August, 1886, for their repayment, and the balance I can only get back by travelling home, so that this amount would again be absorbed by the expense of collecting it; whereas I was led fully to expect recovering my loss by some adoption of my proposals in letters dated 23rd August, 6th, 15th, 24th October, and 9th December, all still unanswered." How have you got the details you say here you could not obtain? In this way. On the representation of the then Premier, the Hon. J. W. Agnew, that I would be still required to go back to Germany to bring out the remaining members of the families of the last batch of immigrants, to which the Government stood morally committed, I went, though at the same time I was starving for the repayment of my outlays. After three years' waiting I signed certain papers the bearing of which I, as a foreigner, unacquainted with the intricacies of British and Colonial law, must be indulged for not foreseeing at the time.
12. *By the Chairman*.—Do you mean that by your innocence or ignorance of the law you signed something that barred you from your claim? Yes.
13. *By Mr. Brown*.—Did you understand that paper when you signed it? It was alluding to a claim which you have not given me time yet to mention. In February, 1887, I made a claim for £192 10s., which was answered to the effect that I had received the sum of £50 in full satisfaction of all demands. Then, again, in December, 1886, I claimed £91, and was again referred to my previous signature for £50 as payment in full. That makes £91 5s., £192 10s., and £160, which I am supposed to have received in full by drawing this £50. That receipt is quoted three times in the correspondence.
14. *By Mr. Gill*.—Did you mean that receipt to be in full, or only on account? I meant it to be on account.
15. *By the Chairman*.—The Premier wrote you on the 28th March, 1887, as follows:—"Sir: With reference to your letter of the 7th of February, and previous correspondence as to the amount claimed by you for 'heavy losses re German immigration,' I have the honor to inform you that Ministers have decided to pay you the sum of fifty pounds in full of all demands whatsoever, and if you will be good enough to sign the enclosed account, and the acquittance up to date on the face thereof, and return it to this office, it will be approved and forwarded to the Treasury for payment. I have, &c., J. W. AGNEW." Then, in March, 1887, there appears a document which is as follows:—"The Governor of Tasmania Dr. to Frederick Buck, Hobart. To payment in full of all demands to date in connection with immigration, &c., £50. This amount is in liquidation of all claims preferred by me for services rendered to the Government in connection with immigration, and for all other demands whatsoever up to date. F. BUCK, March, 1887." Although you claim disabilities as a foreigner, you are a thorough master of the English language: can you say that after giving a receipt in full for all demands on receipt of £50, you took that receipt as only on account? [The witness does not answer this question.]

16. *By Mr. Brown.*—I take it that your claim is confined to this £91 5s. Can you show any vouchers that will be sufficient to satisfy this Committee that you are entitled to that sum? My claim is a great deal more than that; but the vouchers you allude to, as you will see by page 4 of the correspondence, were short-shipped. I have a certificate from the Landing Waiter that they were short-landed by the s.s. *Flora*. They cannot be replaced. I can honestly affirm that this £182 10s. was paid by me. The date would be 19th July, 1886.

17. *By Mr. Gill.*—Where were these vouchers shipped from? From Sydney.

18. *By Mr. Brown.*—You were paid £91 5s. and £117 15s.? Yes, those sums were for outlays the Government acknowledged.

19. You say in the correspondence that you took a moiety of the £182 10s., and that £91 5s. is still outstanding, you undertaking to produce vouchers in England for that amount, including "sea-kits, £100." You give as a reason for not fulfilling the engagement that the vouchers were lost after being shipped in the *Flora*. What evidence have you in regard to those vouchers? My reason for signing the guarantee bond on page 9 of the correspondence was that the then head of the Government asked me to do it on the strength of my being at home within six weeks, as I was then on the point of leaving to bring out the 450 Germans that were left behind. I said that I must have some of the money that I laid out three years ago, and I was induced by the then Premier to sign this document. I could then procure these vouchers very easily.

20. *By the Chairman.*—You could have produced duplicates? Yes. A few weeks afterwards I found there were no immigrants to be brought out, as the moral obligation of the Government had been abandoned, and therefore my undertaking was utterly impossible. It would have been absurd to go home and come out again for the sake of £91 5s., so I abandoned the idea.

21. Have you anything to support the explanation that you have given? The Government at that time were inducing British immigrants to come out, and the moral obligation which extended to the Germans was forgotten.

22. Had you any positive promise or anything in writing from the Government? I had no promise in writing from the Government at the time. I might have had one if I had thought that it was necessary, but I did not think so.

23. Will you tell us what is the amount and nature of the claim that you are preferring against the Government? The moiety of £91 5s., which the Government promised to pay on the production of certain vouchers, seems to be really the amount that you are claiming. Do I understand that you abandon all others except this one? No, I do not abandon all others. I consider that, having worked from September, 1884, until December, 1885, to introduce these immigrants, I am entitled to a per-diem allowance of £1, as I had to travel all over Germany. I wish to know how much the Government will allow me for working on their instructions in securing 539 immigrants, and spending my own money; and I think if I claim £1 per diem I am within the mark. In addition to that, I wish to claim for staying in Hobart for five months before I had one shilling of my outlay back.

24. *By Mr. Brown.*—You claim £56 12s. for interest on money? Yes; that is supposed to be included in the full discharge for £50.

25. *By the Chairman.*—I understand that in the correspondence some documentary evidence is not supplied: can you supply that deficiency? I can.

26. Will that evidence support your contention for this money? Yes.

27. Will you produce it? Yes. My letter on page 3 will show the disorganised state of the Immigration Department both here and at Home. A number of my subsequent monthly reports from Home, which prove the same thing, do not appear in the State Paper.

28. What are you reading? An explanation of the papers left out.

29. Did that ever reach the Government? No.

30. Is it only an explanation? It is an explanation to the Committee.

31. *By Col. St. Hill.*—We want the letters? It is for the Department to produce the letters. I have got the copies, but it is the duty of the Department to print these letters. They were asked to get the correspondence. I have not got the letters here.

32. *By the Chairman.*—I understand that you sent in an account to the Government for £212, and you received £89? I sent in an account for £212, and some more for actual outlays.

33. You have received £89 of that £212? I received £89 for my fee for introducing the immigrants.

34. But in the account of £212, the first item is "Capitation Fee, £89": is that all that the Government has paid out of that £212? They paid the whole of that.

35. Then there is nothing in dispute there? No.

36. Did they pay you for the 100 sea-kits? Yes.

37. Then there is £182 10s., of which one-half is paid and the other was to be paid on production of the vouchers in England? Yes.

38. Then you claim £160, minus £50 paid? Yes.

39. You gave a receipt in full for that £160 for £50, so that the balance of your claim, according to your own showing, is simply £91 5s.? If you refer to page 11 of the correspondence you will see that there is also £192 10s.

40. You are asking us to go into a lot of items subsequent to your having given the Government a receipt in full for everything? I have explained that in a previous answer.

41. You have explained that, owing to your innocence of the law as a German, and unfamiliarity with our usages, and the pressure of circumstances, you were induced to take £50 in full? Yes.

42. *By Mr. Sutton.*—When you took that £50 did you consider the Government released from any further obligation? Certainly not. The obligation of the Government was to send me home to bring out 450 immigrants.

43. Why did you sign that document if you did not consider that it meant what it said? I signed the document to relieve the Government of any further inconvenience, on their undertaking to send me home to bring out 450 more men.

44. *By the Chairman.*—Can you call any evidence as to a construction of that sort? Only by calling Dr. Agnew.

45. Is there anyone else, acquainted with the working of the Immigration Department, that you would like to call? Dr. Agnew: I decline to name anyone else.

46. Will you give us your claim in black and white? My claim is, in two words, one guinea per day from September 1st, 1884, to December 31st, 1885—14 months in all. One is the date upon which I left here on my mission, and the other is the date upon which I left Hamburg to come back here. I do not claim any time for the voyage. I claim, in addition, the outlays which I have made—£192 10s. and £91 5s.

47. You say that Dr. Agnew is the only one who can throw light on the question? Yes, he is the only one who can throw light on my motive in accepting this two-and-sixpence in the pound in payment of my expenses.

48. Is there anything else you wish to say? No.

FRIDAY, 31ST OCTOBER.

THOMAS COOK JUST, *examined.*

49. *By the Chairman.*—What is your name? Thomas Cook Just.

50. You are a Journalist, and were Immigration Agent? Yes; I was Immigration Agent from 16th June, 1884, to September, 1886.

51. Have you seen Mr. Buck's petition? Yes; I read it this morning.

52. Will you, as Immigration Agent, give us your opinion as to its fairness or equity? As regards Sections 1 and 2, I have not the smallest doubt that they are perfectly true. As regards Section 3, I know nothing about it. In Section 4, Mr. Buck states that the correspondence is incomplete—and in that he is quite right, the correspondence is incomplete. If Mr. Andrew, the present Secretary of the Department, is examined, he will no doubt tell you why it is incomplete. It seems that a packet of letters got mislaid in the office when it was moved to the Chief Secretary's Department, and it has only recently turned up. I have brought it with me, and it will no doubt throw some light on the matter. The next section of the petition is an expression of opinion by Mr. Buck, which may be right or wrong; I believe he did receive £89 under the terms of his agreement, but I think he credits a larger sum than that himself. As to the next section, in which he states these immigrants cost him £10 per head, I know nothing about it. Section 1 of the petition, I may say, in short, is correct, and the rest I know nothing about; they are principally expressions of opinion.

53. Mr. Buck, in support of his petition, has given certain evidence tending to show that he has either a legal or a moral claim on the Government. Now, in one portion of the correspondence, there is a receipt signed by Mr. Buck for £50 in full discharge of all liability on the part of the Government: do you look upon that as an absolute discharge of all liability? I should think it was an absolute legal discharge.

54. Do you believe him to have any moral claim? I can hardly answer that question. Mr. Buck's original claim arose out of an appointment that he himself suggested to the Government on the 12th August, 1884, in which he offers to bring out immigrants from Germany at the rate of £1 per head, which was to cover the cost of incidental expenses, medical attendance, and Mr. Buck's remuneration. On that offer the Board accepted his services. As the time went on, Mr. Buck sent in an account for £554 10s. After a great deal of consideration by the Board, at which Mr. Buck was himself present, Dr. Agnew, Mr. Burgess, and myself were appointed a sub-committee to go into the account and recommend to the Board what should be done. We made a Report, which you will find on page 5 of the correspondence. Items 1, 2, 3, 4, and 9, amounting to £212, were admitted, subject to Mr. Buck producing a receipt for one hundred sea-kits he said he had paid for. The Board did not dispute that they had been paid for, but wanted the receipt. In regard to items 5, 6, 7, 8, 13, 14, 15, and 16, amounting to £182 10s., vouchers were to be produced, and Mr. Buck was to do that when he went home. Items 10, 11, 12, and 17, amounting to £160, were left open, and I am not aware of what decision was arrived at in regard to them. As the result of a conference between Dr. Agnew and Mr. Buck, it was arranged that if the Board would pay him half of the £182 10s. he would undertake to go to England and produce these missing vouchers, including those for the £100 for sea-kits. To show his *bona fides*, he entered into a bond that this was to be done, or he would return to the Government the £91 5s. paid him. That bond appears as part of these papers, duly executed. After that, the Government agreed to settle all disputes by giving Mr. Buck £50 in full of all demands, and he signed a receipt for it. That is really all I know.

55. Mr. Buck has put in the following claim :—

In compliance with your instructions, I beg to present to you the items of my claim against the Government for services rendered as Immigration Agent, and my reasons for considering that I am justly entitled to payment for the same.

(1.) The Parliamentary Paper, No. 122, 1889, to which your Committee refer, distinctly omits every part of the correspondence that bears out my side of the case, and actually interpolates, on page 4, a statement that requisite vouchers were short-shipped by me, which is inconsistent with the facts.

(2.) Par. 4 of my petition before you is rendered misleading by the omission of the finishing sentence.

(3.) I am the only Immigration Agent that has added £30,000 to your annual revenue, by the introduction of useful settlers, and this at a considerably less cost per adult than what was expended on the English and local agencies.

(4.) I signed certain papers, bonds, discharges in full, &c.—the entire legal bearing of which I, as a foreigner, should not be expected to foresee—on the distinct understanding, expressed to me by the Hon. J. W. Agnew, then Premier of the Colony, that the Government would not repudiate their moral obligation to bring out under my agency the 450 German, &c. intending emigrants which I had secured under the Tasmanian Government's instructions.

(5.) The official delay of repayment of the authorised money outlays, the amount of which I had raised on my valuable property at Glenorchy, owned by me since 1855, and known as "Mary's Hope," has caused me the loss of house and home. This loss amounts to fully £1200; and my claim for good and honest services rendered to the Colony is as follows :—

	£	s.	d.
1. Payment of items on page 11 (Parliamentary Paper, No. 122).....	192	10	0
2. Ditto of moiety owing me as per page 10 of the same paper	91	5	0
3. Work and labour done as Immigration Agent for Tasmania from September, 1884, to December, 1885, (including two return voyages home, travels on Continent, &c., all out of my own pocket), 426 days at £1 1s. per diem.....	447	6	0
TOTAL	£731	1	0

I have the honor, &c.

F. BUCK.

Having heard that read, what is your opinion of Mr. Buck's claim. Take the item of £192 10s.? I know nothing about this account. It was never submitted to me. It was never through my hands at all. I seem to remember the £8 8s., which is part of the first item; but the account never passed through my hands officially in any way. I do not know what it means, or what it is based on. Mr. Buck's instructions are contained in the correspondence which I produce, on page 237 of the Letter Book, and the special instructions are on page 234.

56. *By Mr. Gill.*—They were not printed? They are in the letter books. They are some of the missing documents that were not printed in the correspondence.

57. *By the Chairman.*—Do those instructions justify the items on page 11 of the correspondence? Certainly not. I know nothing of the five items that make up that claim. They do not seem to arise legitimately under a distinct contract to land so many men at £1 per head. Whatever they are, they are outside of that bargain.

58. The next item is the moiety of £91 5s. which Mr. Buck claims? That money is due to Mr. Buck under the bond which forms part of the correspondence. The moment he produces the necessary vouchers it will be paid to him, and if he fails to do that, then under the bond he is supposed to return to the Government the £91 5s. he has already received.

59. It is still within the realm of possibility to justify that item? Mr. Buck always led me to believe so.

60. What have you to say in regard to the per-diem allowance of £1 1s. which Mr. Buck claims for the time he was detained at home? That is rather a large question. When Mr. Buck arrived in England with these instructions in his pocket, he came into communication with Mr. Dugald Buckler, the Secretary of the Emigrants' Aid Society, who was acting as the agent of this Colony. Mr. Buckler asked Mr. Buck to produce his credentials, and Mr. Buck declined to do so, whereupon a rather acrimonious correspondence took place between them, and the result was considerable delay. I can give no opinion on the merits of the question. It may have been Mr. Buckler's fault, in which case Mr. Buck would have a right to be paid for the time he lost, and, on the other hand, it may have been Mr. Buck's fault, in which case he would have no claim for payment at all. I produce the correspondence in the matter.

61. Would you consider it a debateable item? Undoubtedly.

62. And there is some show of justification in Mr. Buck's complaint? He went under a clear agreement, and if in carrying it out he was unwarrantably delayed by the action of any officer of the Tasmanian Government in England or elsewhere, he would be entitled to claim compensation, but I have never heard of him doing it up to the present. In regard to the claim of £447 for delay, this is the first I have heard of it.

63. Would he have a claim under such conditions if he was unwarrantably delayed? He would not only have a moral claim, but a strong legal claim. I have all the documents here. [Pages 249 and 257 read.]

64. Do you think it would have been reasonable for Mr. Buck to have undertaken the journey to Germany, with all the consequent expense, for 100 immigrants, and would he not be justified in supposing that it was to be a continuous agency? That is a very wide question. I might say myself that I was justified in thinking that the immigration agency would be a permanent appointment. Mr. Buck made a definite agreement with the Government, under which he proposed to be allowed £1 per head to do certain things, and the Immigration Board accepted his offer to the extent of 100 immigrants.

65. Mr. Buck says that, from an imperfect knowledge of our language and from other circumstances, he was induced to sign the receipt in full: do you believe that he has any moral claim under that document? I do not see how Mr. Buck can have any claim at all, unless he can show that he was detained by the unwarrantable action of the officer of the Tasmanian Government at home. If he can do that he has not only a moral but a legal claim. If you ask me if Mr. Buck was limited to 100 immigrants only, I can tell you that the Board had no idea of bringing out any more. The cypher which is attached to Mr. Buck's instructions was prepared by myself with a view to contingencies. It was never seen by the Board, and was sent to Mr. Buck by me as an official of the Board.

66. *By Mr. Dooley.*—The first instructions were for 100 immigrants? The first and only instructions were for 100.

67. How many were landed? I believe there were 89. The passenger list of the ship will show the number landed. I am not aware of any other instructions given to Mr. Buck. All the correspondence was in reference to these people, and nobody else. There was some little correspondence in regard to some eight or ten land-order warrant people, but I know of no other immigrants we had correspondence with Mr. Buck about.

68. *By the Chairman.*—If Mr. Buck was unwarrantably detained at home, he would have some legal claim? Certainly.

69. Do you know of any *lâches* in that direction on the part of the Government? I know that throughout the whole of the correspondence Mr. Buck complains that he was delayed and hampered by Mr. Buckler in England. The Board took the matter carefully into consideration, and we had a great deal of correspondence about it. I have not seen the correspondence since I left the office. The first trouble arose in England, and there was considerable misunderstanding between Buck and Buckler in reference to these people. The correspondence is all here, and, I think, some light will be thrown on the matter by a letter which I wrote to Mr. Buck on the 10th February, 1885. [Letter produced, and marked "B."] As I understood from the correspondence, Mr. Buck had arrived at a certain stage in connection with his men and wanted money, and arrangements made in England for shipping them. Mr. Buckler required to see Mr. Buck's instructions before he would do anything, and Mr. Buck refused to produce them, and therefore Mr. Buckler would not recognise him. That is Mr. Buckler's account, and is the foundation of all these delays. As to whose fault it was that is a very debateable question. The Board seemed to think that the blame was with Buck rather than with Buckler.

70. We have it in evidence that the £50 was accepted by Mr. Buck upon an assurance from the Premier of the day, Dr. Agnew, that the introduction of German immigrants would be continued. Have you any knowledge of any such promise having been held out? If any such arrangement existed it must have been perfectly private between Dr. Agnew and Mr. Buck; I have no knowledge of it. The circumstances connected with the payment of the £50 arose out of a great deal of acrimonious discussion between the Board and Mr. Buck as to his total claim, and a sub-committee, consisting of Dr. Agnew, Mr. Burgess, and myself, were appointed to go into the matter. My understanding was that when the £50 was paid to Mr. Buck it was really to get rid of him altogether. If any such arrangement existed between Mr. Buck and Dr. Agnew it was utterly unknown to me. Mr. Burgess may be able to throw some light on the subject.

71. *By Mr. Dooley.*—He has been paid one-half of the £182 10s.? Yes; and he is to get the other half upon producing the vouchers for it.

72. Has he produced the vouchers for it yet? Not that I am aware of. The bond on page 8 of the correspondence will fully explain the matter. It was drawn up at Mr. Buck's own request.

73. *By Mr. Gill.*—Was Buckler the Board's agent when these instructions were given? Yes. He held a rather peculiar position. There was a society called the Emigrants and Colonists Aid Society, and Mr. Buckler was the Secretary of it. As secretary he acted as the Board's agent in immigration matters. I was in constant communication with him. I think Mr. Humphreys was also in England at that time on a special mission.

74. Are these papers marked "A" part of Mr. Buck's instructions? Undoubtedly they are.

75. Do they relate to the introduction of 100 immigrants only? Undoubtedly, so far as I understand them.

76. If the Government only intended to bring out 100 immigrants, why did they go to the trouble of sending Mr. Buck a cypher code for more than 100? As an official of the Board it was my duty to make out a code in which I could communicate with him. The instructions were exact as regards 100 immigrants, but it struck me that more might be wanted, so I made the cypher complete. I provided for contingencies, as any business man would do.

77. Why did you send him tickets for more than 100? We did not send him tickets for more than 100. We sent 100 forms for application for tickets, 100 immigrants' passage certificates, numbered 1 to 100, and 100 land warrants, because in his letters Mr. Buck said that he would be prepared to select and send out immigrants who could pay their own passages, and would therefore be entitled, under the land regulations, to a land order. The immigrants not paying their own passages, but whom the Government assisted, would not be entitled to a land order.

78. *By Colonel St. Hill.*—Then, you contemplated employing his services in addition to the 100 immigrants he was to procure? Mr. Buck agreed to bring out 100 immigrants at £1 per head, which was to cover incidentals, medical attendance, and remuneration. The land orders were only sent to him in case they might be wanted. His instructions limit him to 100 and no more.

79. *By Mr. Gill.*—Mr. Buck says that he had booked 450: do you think that he booked those on his own responsibility? He must have done so.

80. Do you think that Mr. Buck went out with the intention of getting more than 100? He may have gone out with the intention of getting all Germany.

81. Did you reply to that letter? On the 14th April, 1886, Mr. Buck was requested to submit his account, and any statement he might have to make in writing.

82. *By Colonel St. Hill.*—You have nothing further than that? Nothing further.

83. *By the Chairman.*—Were the Board aware that Mr. Buck had booked 450 immigrants in addition to the 89 he had already sent out? Not to my knowledge. I have a letter dated 5th January, 1885, from him, in which he states he is considerably advanced in his mission; but that letter can only refer to the 89 immigrants, because he would have no money to charter a steamer for the 450.

84. Did Buckler's connection with the Tasmanian Government cease on 31st December, 1884? Speaking from memory, I believe there was some communication to that effect, but he continued to act after that.

85. Do you remember a telegram to the Crown Agents, stating that Buckler had nothing to do with the concern, and that the money was to be paid to Mr. Buck? There might have been confusion between the two names in the telegram. The Crown Agents may have thought it meant Buckler when it meant Buck. I have here a letter, written by me dated 1st November, 1884, which would reach Mr. Buck soon after he arrived in Germany, specially calling his attention to the fact that the number of German immigrants to be forwarded must not exceed 100, including nominees and children, as Parliament was not likely to vote any more money for immigration.

86. *By Mr. Dooley.*—Did you know anything about the 450 immigrants? No, nor do I know anything about the 40 land order warrant passengers whom he says were shipped and landed here. He had 100 land order warrants issued to him, and if he had made use of any of them he would be entitled to £1 per head for them.

87. *By the Chairman.*—Was the £40 for the people brought on those land orders included in the £50 which was paid Mr. Buck in settlement of all his claims? I understood that the £50 was paid in settlement of all the claims which Mr. Buck had against the Government in Schedule No. 3, page six, of the correspondence. The accounts were referred to a sub-committee, and they arrived at the resolution to offer Mr. Buck £50, without prejudice, in full satisfaction of all claims in Schedule No. 3. That resolution was carried, and included the £40 in it, I presume.

88. Did Mr. Buck ever fulfil the conditions which would entitle him to the other moiety of the £182 10s.? No, not to my knowledge. I do not remember any of the vouchers ever having been produced.

WEDNESDAY, NOVEMBER 5TH, 1890.

JAMES ANDREW, *examined.*

89. *By the Chairman.*—What is your name? James Andrew.

90. What are you? Premier's Secretary, and in charge of the Immigration Department.

91. Has Mr. Buck's dispute with the Government ever come before you in that connection? It has.

92. Can you give us any information which will assist us in this enquiry? The correspondence which appears in Parliamentary Paper No. 122, so far as it was carried on between the Premier of the day and Mr. Buck, was carried on through my hands. I wrote the letters and conducted the correspondence.

93. Therefore you are thoroughly conversant with everything connected with the case? So far as it came before the Premier. It was antecedent to my being appointed Immigration Agent.

94. Were you aware of the settlement for £50 that was made with Mr. Buck? Yes.

95. Did you understand that settlement to be final? I certainly understood it to be final.

96. There is no need to ask whether you consider that Mr. Buck has any claim against the Government? So far as I am aware of the circumstances, as they were put before the Premier at the time, I do not think that Mr. Buck had any claim upon the Government. I may state that I was not then, or am I now, fully cognisant of all that passed between Mr. Buck and the Immigration Office.

97. Did you understand that the settlement for the £50 was a full discharge on the part of the Government? So I understood it.

98. Mr. Just stated in his evidence that the Board resolved to offer this £50 to Mr. Buck without prejudice. Would you consider under those words that Mr. Buck had any legal right to reopen this claim? I am not aware of the legal effect of the addition of the words "without prejudice," but, so far as I know, the £50 was paid to him in full satisfaction of all claims whatsoever. I have not had an opportunity of referring to the original document; it is in the Audit Office, but I am under the impression that I wrote out the receipt myself. The words "without prejudice" were not in the receipt.

99. *By Mr. Gill.*—Did you have any instructions to found the terms of the receipt on the minutes of the Board? Not that I am aware of.

100. You did not hear the words "without prejudice" mentioned? I was not Immigration Agent then.

101. Do the minutes of the Board say whether Mr. Buck's monthly reports were submitted to at the meetings of the Board? There has not been any meeting of the Board since I was appointed Immigration Agent.

102. Were you in office when cablegrams were passing between the Tasmanian Government and the Crown Agents in England in regard to Mr. Buck? No; no such cablegram passed through my hands.

103. Are you aware whether there are any copies of cablegrams in existence which go to show that Mr. Buck's detention in London and Hamburg did not arise from his refusal to produce his credentials to Mr. Buckler? The first I heard of such cablegrams was this morning, and I have not had the opportunity of referring to the records of the office.

104. Would copies be kept? I presume so.

105. *By Mr. Dooley.*—Are you sure that this bond has not been fulfilled? I am confident of it.

106. *By the Chairman.*—It would be quite competent for the Government to call up that bond? Quite so.

MR. BUCK, *recalled and examined.*

107. *By the Chairman.*—Can you give us the date of the embarkation of the 89 immigrants from Hamburg? It appears in the correspondence as September 10, 1884.

JAMES ANDREW, *recalled.*

108. *By Colonel St. Hill.*—When did the Immigration Board cease to be in existence? I do not think it can be considered to be out of existence yet. It has never been called together since I was appointed in July, 1887, and no funds have been provided, but the Board has never resigned.

WILLIAM HENRY BURGESS, *examined.*

109. *By the Chairman.*—What is your name? William Henry Burgess.

110. You were a Member of the late Administration? Yes; and I was a Member of the Immigration Board when Mr. Buck's claim was dealt with by the Board.

111. You are conversant with the whole case? Yes, thoroughly. I had many interviews at the time in reference to the matter with Mr. Buck.

112. Do you remember the settlement of all Mr. Buck's claims for £50? Yes; that £50 was an absolute settlement with Mr. Buck of all his claims.

113. The Board resolved to offer that to Mr. Buck without prejudice: do you think that those words "without prejudice" give Mr. Buck an opening to renew his claim? I do not. In addition to that £50 the Board advanced him £91 5s., and took a bond that Mr. Buck would repay that amount unless he produced the vouchers for which he claimed. The meaning of the words "without prejudice" is, that had Mr. Buck refused to accept the £50 the Board would not have admitted any legal liability, even to the extent of the £50. When Mr. Buck talked of going to England, it was then stated that if he produced verified copies of the vouchers which he stated to be lost he would be paid the balance of the £182 10s.; this amount will be found in Schedule 2 of the report which was brought up by the sub-committee appointed to enquire into Mr. Buck's accounts, and it is marked as "Amounts requiring the production of vouchers."

114. *By Mr. Brown.*—Mr. Buck states that when he signed this bond and the discharges in full he was ignorant of their purport; do you think that that was the case? Mr. Buck was not ignorant, because the question had been so often and so fully discussed that Mr. Buck thoroughly understood the meaning of it.

114A. Is there any foundation for Mr. Buck's statement that the Government were under a moral obligation to continue the introduction of German immigration. Speaking for the Board, they were certainly under no obligation of that nature, and if you look at the press reports of the meetings of the Board you will see that that opinion was shared in by nearly every member of the Board. I cannot speak for Dr. Agnew.

114B. Was it the intention of the Board and the Government to limit the German immigration to the 89 introduced by Mr. Buck. Yes, I can say positively that there was no intention to proceed further.

114c. Do you think that Mr. Buck is justified in making any further claim on the Government? I can say, unquestionably, that he is not.

115. *By Mr. Gill.*—You admit that £182 10s. is due to him upon production of the vouchers? The Board have always admitted that, and paid him half of it on account.

116. *By Mr. Brown.*—Can you give the Committee any information as to the altercation which took place in London between Mr. Buck and Mr. Buckler? I remember the statement made by Mr. Buck at the time, and the Board enquiring into the matter, and as far as I remember the result was that the Board did not consider that Mr. Buck was entitled to any compensation in connection with the matter.

117. *By Col. St. Hill.*—Do you think that £89 was a fair remuneration for bringing out the immigrants and expenses, &c.? That is a question of agreement. It is what Mr. Buck asked. Far more than that was paid to him, and I should say that he received something like £300 or more.

118. How is it that the Government can bring out friends and relatives of immigrants from England if the whole of the money was expended and not renewed? Some few absolute relatives of immigrants have been brought out, the Government having year by year applied for small sums to bring them out. In dealing with Buck's case the Board took all matters into consideration in making the final payment of £50 and the advance of £91 5s.

MR. BUCK, *recalled and examined.*

119. *By Mr. Brown.*—Within what dates did you do the work of collecting the 450 additional immigrants you say that you had waiting? I began it about the latter end of November, 1884, and finished it in September, 1885. I was not in Germany all the time, but had to oscillate between London and Hamburg, as I explained in my letter of 31st March, 1886. My letter was addressed to the Board or the Chief Secretary, because no one knew who was the proper person to address, and in that letter I stated that I had over 400 approved immigrants waiting.

120. *By Mr. Gill.*—How many of the 450 immigrants you had waiting were engaged by the 25th April, 1885? I must refer to my letters to find that out

121. Can you state the number of full-paying passengers (Land Order Warrant Immigrants) who were ready to pay their passages to Tasmania against receipt of a Land Order Warrant from you on 25th April, 1885? 389 secured by me travelling as agent and advertising for Tasmania by orders from Board.

122. How was it they did not proceed? Because the Tasmanian Government had suddenly stopped assisted immigration, and also the issue of Land Order Warrants.

MR. ANDREW, *recalled and examined.*

123. *By the Chairman.*—Have you examined the Minute Book of the Board? Yes. I find on the 26th September, 1884, a minute in which the Board resolve that Mr. Buck shall be limited to 100 statute adults and no more.

124. *By Mr. Brown.*—Do you think it probable that Dr. Agnew contemplated further engaging Mr. Buck in connection with immigration? No. Shortly before the Ministry of which Dr. Agnew was Premier resigned, Mr. Buck was an applicant for employment under the Government, and no mention was then made of his services in connection with Immigration. So far as I am aware, there are no grounds for supposing that Mr. Buck was led to believe that further employment would be offered him.

FRIDAY, 7TH NOVEMBER, 1890.

MR. THOMAS COOK JUST, *recalled and re-examined.*

125. *By the Chairman.*—I would ask you, Mr. Just, as to a statement of account appearing in one of your letter books under date 22nd July, 1886, where, having set out the debtor and creditor side of the account, you conclude with the words "amount due to Mr. Buck, £184 10s.: what does that mean? Having examined the document, it seems to be a mere statement of account, made probably for the information of the Board at a time when Mr. Buck's disputed accounts were under consideration, and after the items had been decided by the Sub-committee. It is a debtor and creditor account showing the position of the three divisions of the account as reported on by the Sub-committee on one side, and the amounts credited by Mr. Buck on the other, and showing a balance apparently due to Mr. Buck of £184 10s. It must be remembered, however, that on the face of the accounts the whole thing was in dispute, and that the amount was not admitted to be due, but was only a "claim." I had no authority to settle it or say it was "due," and perhaps I should have used the word "claimed."

126. *By Mr. Gill.*—On a question of precedent, was it the custom to pay any Immigration Agent the Board had before Mr. Buck anything for bringing out immigrants,—I mean capitation allowance? I think not. Mr. Humphries was the only other Immigration Agent with whom I had to do, and I think he was paid by salary. Mr. Buck's case was special. He made a proposal himself to the Board, and the Board accepted it.

127. I will ask this question—On the 12th September, 1884, Mr. Douglas, as head of the Ministry, appointed Mr. Buck Immigration Agent with certain powers on the nomination of the Board. I would ask whether you know anything that can throw any light on the real intentions of Ministers or the Board in making that appointment? I cannot speak as to anyone's intentions. I only know that on Mr. Buck's own proposal he was appointed German Immigration Agent, and the Board confined him to 100 immigrants.

128. *By the Chairman.*—We have some different information. It has been suggested that it would have been unreasonable to appoint an Immigration Agent to go home to Germany with the limited scope of introducing only 100 immigrants: can you tell if it was in the knowledge of the Board that Mr. Buck had any other arrangement in view, whether he had any other business which demanded his presence at home, or in connection with which he might have found his immigration engagement useful? I am not aware that he had any special business to take him home, or whether he had any other object which might have remunerated him. He himself made the offer to the Board, which was accepted, and I presume he would not have done so had he thought he could not make it pay.

129. *By Mr. Dooley.*—I see Mr. Buck got 100 Land Order Warrants: how many were presented, and what became of the others? Mr. Buck claimed for 40 in his account, and the claim was partially admitted in settlement when the £50 was paid. I don't know if the other warrants were returned to the office—they should have been.

130. What would he have been entitled to had the others been issued? I think he would have been entitled to £1 per head under his agreement; he claimed for 40.

131. *By the Chairman.*—As to the 100 immigrants, that was the limit? Yes, 100 only, according to his instructions and my subsequent letter of 1st November, 1884, which limits him to 100 in all, immigrants and nominees; that was written under instructions from the Board when it became certain that Parliament would not vote further moneys for immigration.

132. Was Mr. Buck ever limited to 89? Never, Sir.

133. He was never cut down to 89? Never, Sir.

134. *By Mr. Gill.*—Mr. Buck claims in the account for expenses incurred in travelling between London and Germany, and for detention in London: would he be entitled to charge this? I understand Mr. Buck met with opposition from Mr. Buckler and from the German Government in carrying out his mission, which may have caused him to travel; that charge was part of the third schedule of the account in settlement of which the £50 was paid.

135. It is included in the account, and you think may have been occasioned by the trouble in Germany? Yes.