

Enclosure 4 in No. 73.

MESSRS M'KENZIE AND CO. TO THE SUPERINTENDENT, SOUTHLAND.

Southland Club,  
Invercargill, 28th July, 1864.

SIR,—

Referring to the writer's interview with your Honor on the 21st instant, relative to a settlement of a claim on your Government for work done under contract.

Your Honor, on that occasion, stated that you had written to the General Government respecting the difference of opinion existing betwixt your Honor and the Sub-Treasurer, relative to the mode of distribution of the £45,000 loan, and that you expected an early reply.

Would you be good enough to inform us whether such reply has been received, and, if so, its tenor, so far as we are affected.

We have, &c.,  
JAMES MCKENZIE & Co.,  
Per Geo. Pearson, Jun.

His Honor the Superintendent,  
Southland.

Enclosure 6 in No. 73.

MESSRS. M'KENZIE AND CO. TO THE SUPERINTENDENT, SOUTHLAND.

Southland Club,  
Invercargill, 29th July, 1864.

SIR,—

We have the honor of acknowledging receipt of your letter of the 28th inst., at the concluding paragraph of which we are very much surprised.

Since last addressing you we have been instructed by our Mr. McKenzie to hand you the following Notice, which your Honor will please to consider as final, as we consider that we have been, and are now, very badly treated by this Government, viz:—

“Dunedin, 26th July, 1864.

“It is with much regret that we have the honor to state the following terms through our agent, Mr. Geo. Pearson, now visiting you for the purpose of settling all matters betwixt us, relative to our Contracts at the Bluff and Mokomoko.

“We may state that the extraordinary manner in which Mr. Elles, the General Government's agent, treats our claim has taken us by surprise; such a course is, in fact, in direct variance with the meaning and spirit of a letter published in this day's *Otago Times*, headed ‘Letter from the Colonial Secretary, to His Honor the Superintendent of Southland,’ relating, to the recent loan of £45,000.

“However, the following are the only terms that we can now offer; and we beg respectfully, but finally, to state, that unless they are at once accepted, and carried out in their entirety, an action at law will be immediately issued.

“1st. £5,000 in cash to be handed Mr. Pearson on receipt hereof, or paid into the Bank of New Zealand, Dunedin, to our credit by the 20th instant.

“2nd. The Balance to be equally divided into 4 Bills of Exchange or Promissory Notes, with 10 per cent. interest added; and with 12 per cent. interest from date of Vouchers to date of payment, also added: these to be 1, 2, 3, and 4 months, and made payable to our Order at the Bank of New Zealand, Dunedin.

“JAMES MCKENZIE & Co.”

The writer may add that he leaves the Province to-morrow by the \_\_\_\_\_ and that he will wait upon your Honor, personally, this afternoon, in order to ascertain if this very unpleasant matter cannot be settled without Law.

He would ask your Honor to give this matter your best attention, in the meantime—be prepared in fact with some reasonable proposition—failing your power to carry out the above on so short a notice.

We have, &c.,  
JAMES MCKENZIE & Co.,  
By Geo Pearson, Jun.,  
Attorney for James McKenzie.

His Honor the Superintendent,  
Southland.

Memorandum.—I called upon the Superintendent, but could obtain no satisfaction of any kind.

GEO. PEARSON, JUN.