

CORRESPONDENCE WITH MESSRS. BROGDEN

4. Mr. Brogden says that damage by floods was, after long discussion, arranged in Contract No. 2 to be borne by Government. If the Government agree to this alteration, it should only be in case of great and unusual flood. As to force of waves, I think it might be conceded, the Engineer being the sole judge as to whether it was by default of Contractor that work was injured.

5. In remote parts of works it will be almost necessary for Messrs. Brogden to open stores for workmen.

6. This is an unusual clause, and I think it should be conceded.

7. This I think reasonable, as work in case of emergency may be done which, had there been time, would have been ordered.

8. Generally the Engineer is made sole arbiter in all cases of dispute: this I think undesirable, as giving too much power to Engineer. In cases mentioned above I do not see how it can be avoided.

JOHN CARRUTHERS,
Engineer-in-Chief.

MEMO.—I concur in all the observations by the Engineer-in-Chief, except that I doubt the expediency of having any arbiter except the Engineer-in-Chief.

JAMES PRENDERGAST.

Public Works Office, Wellington, 25th March, 1872.

No. 4.

MESSRS. BROGDEN to the Hon. the MINISTER FOR PUBLIC WORKS.

SIR,—

Wellington, 26th March, 1872.

We find that there is likely to be some further delay in the settlement of the general conditions which are sought to be attached to our contract, on account of the absence of yourself and the Ministry from Wellington.

That no more time may be lost by us, our Mr. James Brogden and Mr. Henderson leave to-night for the South, in order to gain what preparatory information in reference to the named railways they may be able to obtain.

Our attorney, Mr. Travers, is empowered to act for us during our absence.

We have, &c.,

The Hon. the Minister for Public Works.

JOHN BROGDEN AND SONS.

No. 5.

MR. TRAVERS to the Hon. the MINISTER FOR PUBLIC WORKS.

SIR,—

Wellington, 2nd April, 1872.

On Thursday last I was favoured with an interview with the Hon. the Attorney-General and Mr. Carruthers, in reference to the discussion between yourself and Messrs. Brogden as to the form of conditions on which they would be required to tender for the construction of railways under Contract No. 3. If I rightly apprehended on that occasion, the Government insisted—

1. That in all cases in which arbitration would be necessary, and in which no special provision was made in the conditions for the settlement of disputed questions, the Engineer-in-Chief was to be the sole referee.
2. That condition No. 12 should be adhered to.
3. That the power to omit any part of the works should be adhered to.

Upon this point the Attorney-General and Mr. Carruthers intimated that the Government might possibly agree to limit the extent to which this power would be exercised, as say to £20 per cent. on the total contract price.

4. That the Contractor should be liable to make good damage from floods, &c., until completion of works.

Upon this point I understood that this liability would not be insisted upon during the period of maintenance.

5. That the clause against trucks should be retained.

I communicated these matters to Mr. Brogden by telegram, and he has instructed me to ask you to be good enough to inform me whether I rightly understood the wishes of the Government, and whether they will insist absolutely on these conditions.

I have, &c.,

The Hon. the Minister for Public Works.

WM. THOS. LOCKE TRAVERS.

No. 6.

MR. CARRUTHERS to MR. TRAVERS.

SIR,—

Wellington, 2nd April, 1872.

I have just received a telegram from Mr. Ormond, in which he states that he will return to Wellington by first steamer after the Governor's visit; this will be the "Nevada." Will you please let Mr. Brogden know.

It is of course very desirable that Mr. Brogden should meet Mr. Ormond, to arrange, if possible, the general conditions of contract, and Mr. Ormond is anxious to let Mr. Brogden know that he is coming to Wellington, so that they may meet.

I have, &c.,

J. CARRUTHERS,
Engineer-in-Chief.

W. T. L. Travers, Esq., Wellington.