

tribunal to which Messrs. Brogden were restricted by this extraordinary statute; and, to secure the Government against the possibility of any inconvenient struggle by the English contractors, a very innocent-looking little clause at the end of the statute confined the Judge to the examination of such claims only as had been disputed within the previous six months; all disputes older than six months prior to the investigation being barred. Thus, at one blow, the ordinary time allowed to creditors against their debtors by the law of the land was reduced in Messrs. Brogden's case from twenty years (Messrs. Brogden's contract being under seal) to six months.

The above may perhaps appear so incredible that its correctness will probably be doubted; but when I state that in a certain letter sent to the Government on 8th March, 1877, the above matters are explicitly entered into, and that Messrs. Brogden in that letter complain that this most unjust statute has been drawn by the legal advisers of the late Government without communication with them, and was passed through Parliament without any notice or intimation to them, all doubt of the public will be removed.

There unfortunately exist many and weighty reasons why Messrs. Brogden, when enforcing this disputed claim, should avail themselves of the protection afforded by an unprejudiced jury. Not that I desire to impute to a Judge, sitting as sole arbitrator between them and the Government, that he would be prejudiced against them.

All I desire to say here is, that the objections to a sole Judge hearing the case, taking evidence, and deciding as above mentioned, without leaving Messrs. Brogden any right of appeal from him, are many and weighty, and that they earnestly pressed upon the Government, in their letter of the 8th March, 1877, to repeal this statute, and allow Messrs. Brogden to try their claims before a jury in the ordinary way upon the merits. They complained in that letter of the unjust conduct of the former Government when passing that statute, contrary, in my opinion, to all good faith, and in repudiation of the public pledges made to Messrs. Brogden by that same Government during their negotiations with them in London. They also in that letter charged the Government with an attempt at repudiation, and concluded by asking that the consent of His Excellency the Governor should be given to the filing of a Petition of Right for a trial of the case before a jury upon its merits alone.

Now, Sir, when Mr. G. McLean made the statement you have quoted, viz., that the late Government "were determined to see justice done to the contractors," and his further statement that the "contractors were left to their remedy in a Court of law," he must have forgotten that, up to the date of the decease of the late Ministry, His Excellency the Governor, doubtless acting on their advice, refused his assent to the aforesaid Petition of Right; and I now beg to assure Mr. McLean that His Excellency to this day refuses to give the required assent, and that the aforesaid Petition of Right still lies in the hands of the Solicitor-General. The public will now see that it is therefore not true that the late Government "determined to see justice done to the contractors," nor is it true that they have left the contractors "to their remedy at law." The contractors can have no remedy at law until after His Excellency shall be advised by his responsible advisers to assent to the Petition of Right, and until he shall graciously give his assent accordingly.

The public will perhaps ask, "Why is it that nearly all the members of the late Ministry have attacked Messrs. Brogden and Sons, and why have their organs in the Press, a long time previous to the overthrow of that Ministry, followed the same course?" The answer is evident. The late Ministry was in effect a continuation of the previous Vogel Ministry. The Vogel Ministry it was of whose unjust conduct I complain in their getting the statute referred to passed through the House. The Government thus became hostile to Messrs. Brogden and Sons. It was at Sir J. Vogel's request that Messrs. Brogden and Sons undertook their contracts in New Zealand. If the statute referred to were repealed, the Government well knew that resistance before a jury would be useless; hence their objectionable line of action, and hence their charge against Messrs. Brogden that they did their best to oust that Ministry.

If Mr. G. McLean and his late colleagues deny that they ever desired to throw technical obstacles in the way of a just trial before a jury, let him and his late colleagues unite in requesting His Excellency the Governor to give the required assent to the Petition of Right. It is not in my opinion an honorable mode of warfare that Mr. G. McLean has adopted to injure Messrs. Brogden, to accuse them of hostility to the late Government, because they sought, and vainly sought, the right to sue the Government.

In the very last session of Parliament a Bill was introduced abolishing the formality (in all other Australian Colonies a mere formality) of obtaining the Governor's assent to commence proceedings against the Crown, and that Bill has been passed and is now law for everybody in New Zealand except Messrs. Brogden and Sons, who are expressly excluded from its operation. Why, I ask again, is this wrong done to them? I answer that it is done, in my opinion, in order that the other and greater wrong done by "The Government Contractors Arbitration Act, 1872," may be continued, and that their hands may continue to be tied from claiming before a jury their just rights, whatever they may be.

I am, &c.,

JOHN HENDERSON, C.E.,
Representative and Attorney, in New Zealand, of the firm
of John Brogden and Sons.

[It is perfectly true that we are unacquainted with the details of the Messrs. Brogden's claims, but the Engineers employed by the colony may be supposed to know something about them, and they advised the late Ministry that the claims should not be paid. In the face of such advice no Government, worthy of the confidence of the country, would include the claims in the list of colonial liabilities. Mr. Henderson says that the firm which he represents were ignorant of "The Government Contractors Arbitration Act, 1872," till March last. He may well say that this may appear incredible. That Act particularly concerned the Messrs. Brogden, and it is strange that it should pass both Houses of the Legislature without the knowledge of the solicitor and agents of the firm resident in Wellington; and it verges on the wonderful that the Act should remain nearly five years on the statute-book of New Zealand without the party chiefly interested being aware of its existence.