

We believe that a fair consideration of the claims, with a view to an amicable settlement, would be in the interest of the Government as well as ourselves, and we therefore place no particular value on the mode of arriving at the settlement, if it can be done; but we must request that there be no delay in determining this point; and we, of course, in the meantime retain and reserve our other remedies.

The Hon. R. Oliver,
Minister for Public Works, Wellington.

We have, &c.,
JOHN BROGDEN AND SONS.

The Hon. the MINISTER for PUBLIC WORKS to Messrs. BROGDEN and SONS.

GENTLEMEN,—

Public Works Office, Wellington, 14th April, 1881.

I beg to acknowledge the receipt of your letter of 9th April, the terms of which I am sorry to say do not invest the claims which you have forwarded with the character of finality which, as I have already informed you, the Government consider themselves entitled to expect before entering on the consideration of them.

At present the Government have no reason other than the prosecution of your claim to suppose that the colony is at all indebted to your firm, and they think that whatever claims you may have must necessarily be capable of definite statement. Nor can the Government see that the duty devolves upon them of furnishing you with detailed accounts, the elements of which are entirely within your own knowledge.

A careful and thorough examination of the large claims which you have already preferred will, when undertaken by the Government, absorb much time and labour, and they object to entering on such a task until they have before them a statement, definite and final, of the character and extent of the claims to be examined.

You say that "you cannot think that I intend to ask you to waive any right you may have to vary the form and mode of statement of your claims to meet any objections, technical or otherwise, which the Government may make use of, while at the same time the Government hold themselves free to avail themselves of all the advantages which they may possibly possess."

In answer, I would direct your attention to clause 17 of "The Government Contractors Arbitration Act, 1872," which provides for the hearing of any reasonable application for leave to amend any statement of claim. If the Government, after receiving your final statement of claims, resolve to waive in respect of any or all of them the provision in the above-mentioned Act which limits the time during which such claims can be referred to arbitration, they will be bound equally with yourselves by clause 17 of the Act to which I refer.

Messrs. J. Brogden and Sons, Wellington.

I have, &c.,
R. OLIVER.

Messrs. BROGDEN and SONS to the Hon. the MINISTER for PUBLIC WORKS.

SIR,—

Wellington, 14th April, 1881.

We beg to acknowledge receipt of your letter of to-day's date, P.W. 81-986, No 1605.

The accounts we have furnished you with are in every respect definite, and contain full particulars of every item for which claims are made. If any of them require further explanation we shall be glad to know which they are, and, as far as practicable, to comply with the request.

They are also final as to the amounts; and our reservation is to provide for such amendment of them as would be allowed in any Court of law during the proceedings to meet the counter-claims or objections from your side which might be presented and admitted, and which might necessarily entail the amendment of the mode of stating our claims.

We cannot deprive ourselves of this right by any consent.

We notice your reference to the 17th section of "The Government Contractors Arbitration Act, 1872," and also your suggestion that the Government might resolve to waive the limitation of time during which such claims could be referred to arbitration, and we presume that you are under the impression that we are unable to prosecute our claims except such as you may consent to receive under such a waiver. We beg to inform you that we do not so interpret the Act. It may be that our claims could not otherwise be arbitrated under the Act, although that is by no means clear; but it certainly places no such limitation on our recovery of moneys due to us under our contracts with the Government, which are under seal, and the claims under them run for a very much longer period.

As to the Government not being bound to furnish us with detailed accounts, we beg to refer you to the General Conditions of the contracts, which clearly puts the duty of giving particulars upon the Government or their Engineer, and to inform you that no such particulars have been given to us; and if you persist in saying that we have received such particulars we must request to be referred to the respective dates on which they have been so given.

We regret to perceive that the accounts furnished to you have not yet been examined. If you wish to ascertain whether the Government are indebted to us you must necessarily have this examination; and our suggestion to meet your Engineers, or any person you may appoint to go into them together, was intended to shorten and facilitate the proceedings. If our claims are not sustainable, that would soon appear, as would also the reverse of that proposition.

That, or recourse to legal proceedings, is the only way in which, in our opinion, it can be definitely shown whether you or we are right in our contention.

The Hon. R. Oliver,
Minister for Public Works, Wellington.

We have, &c.,
JOHN BROGDEN AND SONS.

Messrs. BROGDEN and SONS to the Hon. the MINISTER for PUBLIC WORKS.

SIR,—

Wellington, 21st April, 1881.

We seem to have come to a deadlock, and fear we are only now losing time. You ask us for an assurance that the claims sent in to you are final, and we tell you that they are final as to the