

FURTHER PAPERS RELATING TO MR. VOGEL'S MISSION TO ENGLAND.

Extract from Appendix to the Journals of the House of Representatives, A.-6A, 1871, pages 1 and 2.

Messrs. J. BROGDEN and SONS to the Hon. J. VOGEL.

SIR,—

4, Queen Square, Westminster, 14th July, 1871.

We have the honour to inform you that Mr. Morrison showed to our Mr. Alexander Brogden a telegram which he had received from you, to which we replied as follows:—

“Alexander Brogden, 4, Queen Square, Westminster, London.

“To W. H. Webb, 54, Exchange Place, New York.

“Please wire Vogel I cannot possibly leave this month. If I leave August 23rd, can question be deferred until my arrival? Answer wanted immediately.”

We have also the honour to acknowledge receipt of a copy of your telegram to Mr. Morrison, as follows:—

“Brogden telegraphs, Can choice between the two contracts remain until his arrival, he leaving August? Cannot give positive answer, beyond believing Government will desire as far as possible to consult his convenience.

“In order to give us power to wait for his arrival, he should give to Mackrell necessary authority, indemnifying us from being prejudiced by delay in deciding between the contracts. See Mackrell, and with him see Brogden; and let Mackrell telegraph me to California whether he has so arranged that by delaying decision between the two contracts we shall not prejudice our full right to decide under arrangement, or prejudice any of the rights under contract.”

To this telegram Mr. Mackrell replies as follows, by telegraph, addressed to the Bank of California, San Francisco:—

“Brogden executed duplicates, but ‘six’ substituted for ‘three’ months in last recital and clause 1 of agreement. Letter given to Bank. Government may now safely delay.

“If obliged to decide, obtain powers to agree on modifications.”

Mr. Mackrell called upon us with the duplicate deeds for signature, and after conference with him we have signed the agreement, extending the time from three months to six months in the last recital and in clause 1 of the agreement.

We have also given a letter to the Bank of New Zealand, advising them of the alteration, and authorizing them to hold the securities placed in their hands.

It is, we regret to say, perfectly impossible at the present time for our Mr. Alexander Brogden to free himself from parliamentary duties and other pressing engagements, and so to come out by the mail leaving 27th July, or possibly the following mail, leaving here 24th August.

However anxious we may be to comply with your wishes that Mr. Alexander Brogden should come, there is doubtless some uncertainty about his being able to do so, even at the later date.

One of our firm, however, will come out for the purpose of conferring upon the arrangements.

We find that the views entertained at first as to the issue of the capital have been over-sanguine even in this most favourable state of the money-market, as the opinions then expressed are not capable of realization.

We shall, however, trust to your support in favour of a modification of the terms, so as to enable us to carry out the matter to the satisfaction of all parties.

The Hon. Julius Vogel, the Treasury,
Wellington, New Zealand.

We have, &c.,
BROGDEN AND SONS.

Messrs. J. BROGDEN and SONS to the Hon. J. VOGEL.

SIR,—

4, Queen Square, Westminster, S.W., 27th July, 1871.

We have the honour to confirm our letter to you dated 14th July.

We regret that we cannot yet announce definitely that our Mr. A. Brogden will leave by next mail, the uncertainty of parliamentary proceedings being such as to prevent any definite conclusion being arrived at. It was expected that an announcement would have been made to-day as to the future course of public business, but it has been deferred until next Monday. It is however certain either that Parliament will sit for a very long period, or that it will be adjourned for an autumn session. This is a state of matters which we assure you we find highly inconvenient.

In the meantime we should suggest to you to defer the consideration of the agreements by the Assembly, if possible, until the arrival of our Mr. A. Brogden or one of the firm, since it is evident, from our further inquiries as to the terms upon which the issues of the capital for the railways can be made, that a modification of the agreement to render the terms as nearly as possible like those adopted in the case of the Indian railways will be required, in order to make them such as the New Zealand Government and we would work under.

This observation will apply to both agreements; and, with regard to the No. 2 Contract, it has been observed that the lines may be made in any locality, and the Government are not under obligation to purchase as in No. 1 Contract, so that the guarantee can be regarded as of little more value than an annuity for thirty-five years. This objection can be overcome in different ways, and without any disadvantage to the New Zealand Government.

Necessarily we were hurried in the consideration of the details of the contracts, and we find several points suggested for modification as being unusual obligations upon companies, and applicable more to contractors. These we are now studying, and Mr. Mackrell has promised his assistance, so that we hope to have the whole business in the best state of preparation possible for our Mr. A. Brogden to bring with him.

We have the honour to renew our assurance that, in carrying out these undertakings, we shall endeavour to do so to the entire satisfaction of the Government.