

No. 22.

Mr. HALSE to Mr. A. HUNTER.

Native Office, Auckland, April 8th, 1863.

SIR,—

With reference to our conversation yesterday, and to Mr. Rutherford's letter, which you left with me, I am directed by the Colonial Treasurer to state, that the building which the Government proposed to erect at the Kohekohe has been stopped by natives rafting all the timber to the Ia, and that it is impossible to say when the timber will be taken back to the Kohekohe in order that the work may be renewed. The Government therefore will, on receipt of particulars, pay for the work already done, for the time lost, and for any other expense that may have been incurred in the execution of your contract.

I am further to add, that the future carrying on of the work, when determined on, will be the subject of a new arrangement, distinct from, and irrespective of, what has been done up to the present time. An account, therefore, must be furnished, showing the nature and extent of the work done, the number of men employed, the time and rate of wages, together with any other items upon which loss may have been incurred. If the Government is satisfied with the account so rendered, the amount will be paid, and if not, the work will be valued, and an offer of a certain sum made to you.

Mr. Hunter,
Auckland.

I have, &c.,

H. HALSE.

No. 23.

Mr. J. RUTHERFORD to Mr. A. HUNTER.

Auckland, 31st April, 1863.

SIR,—

In reply to your letter of the 8th instant, I have to state that my claim of £200, is for work done, damages for contracts made, lost time, hardware purchased, carriage, profit on contract, &c.; and beg to say, that if you are not willing to pay me that amount for compensation, for loss sustained as above mentioned, I am prepared and willing to carry out my contract according to the terms mentioned in the specification; and if you do not fulfil your part of the agreement by supplying me with the materials specified, I shall be compelled when the time expires for the completion of the contract, to demand the full amount of the contract sum, as I am prevented from undertaking any other work, in consequence of the materials not being on the ground as per agreement.

I am, &c.,

JAMES RUTHERFORD.

Mr. Alexr. Hunter.

No. 24.

MEMORANDUM by MR. HUNTER.

The foreman engaged on Government Buildings at Kohekohe (Mr. Rutherford) has informed me, that if his claim be not paid within a few days, he will sue me for the full amount of my original contract with him, viz., £454.

To avoid this loss to the Government and further expenses (such as for loss of my own time) which would ensue upon legal proceedings being taken against me by Mr. Rutherford, I am anxious to get my claim, including the £200 claimed by Mr. Rutherford, settled at once; Mr. R's. letter, containing claim, is in the Native Office.

I beg the attention of the Honorable the Minister for Native affairs to this statement at his earliest convenience.

A. H. HUNTER.

Auckland, June 9th, 1863.

Enclosure to No. 24.

CONTRACT for Buildings at KOHEKOHE.

Amount claimed by Mr. Rutherford, my foreman, as per his statement	...	£200	0	0
My claim for loss of contract and time	50	0	0
Total	...	£250	0	0

A. H. HUNTER.

No. 25.

Native Office, Auckland, July 2nd, 1863.

SIR,—

With reference to the account for Two hundred and fifty pounds (£250) submitted by you on the non-fulfilment of the contract for the erection of buildings at Te Kohekohe, I am directed by the Native Minister to inform you that, after referring to the Attorney-General, the Government is advised that Mr. Rutherford has no legal claim. But, however, as the Government is desirous to deal fairly with yourself, it will if you have by any agreement with Mr. Rutherford placed yourself in a difficulty, assist you as far as they possibly can in getting out of it.

I am also to inform you that it is altogether doubtful whether Mr. Rutherford can recover anything from you by law; and indeed it is questionable whether the liability does not fall on Mr. Rutherford.

I am further to request that you will obtain and forward to this office full particulars of the work done, as called for in my letter of the 8th instant.

I have, &c.,

H. HALSE.

Mr. A. H. Hunter,
Parnell.

No. 26.

MERRIMAN and Jackson to Mr. A. HUNTER.

Queen-street, 6th August, 1863.

DEAR SIR,—

We are desired by Mr. James Rutherford to demand the payment of the sum of £200, being the loss he has sustained in consequence of your having failed to perform your portion of the contract