

Private & Confidential

Malcolm Hudson & Co London
To Hudson Malcolm & Co Yokohama
Recd. 18 Sept. 10. 30 a.m. dated 15th 3 p.m.

The details of purchase nearly
all satisfactorily settled. You
are hereby authorized sign the
contract on account Dudgeon
subject to further details which
are being arranged remit by
wire several hundred thro' dif-
ferent Banks £ 20000 will
be returned by us if negotia-
tions fail. - Retain Hyde for
further instructions,

Have received Malcolm
Hudson's Telegrams up to 15th
September, examine Dudgeon's
written authority empowering
Hudson Malcolm to sell for
him the Ironclad. Request
Dudgeon also to Telegraph
in his own name authorizing
Hudson Malcolm to act as his
agent here. Dudgeon must
deliver the Ironclad in Japan.
Also inquire if Dudgeon &
Co is sole owner?

Have^x received Malcolm
Hudson's^x Telegrams up to
^{15th}~~13th~~^x September, examine Du-
dgeon's written authority
empowering^x Hudson^x Malcolm^x
to sell for him the Iron clad.
request^x Dudgeon also to
Telegraph^x in his own name^x
authorizing^x Hudson^x Malcolm^x
to act as his Agents here.

Dudgeon must deliver the
Iron clad in Japan. Also inquire

if Dudgeon^{is} sole owner? [If Brazil
has any ownership in ship have^{Telegrams} made
sent by Brazilian Govt. power of Attorney
authorizing H. M. Co. to act - ~~and~~ ^{for it}
Examine the same]

The offer made by the
Imperial Government is to be
transmitted by telegraph
by Messrs Hudson, Malcolm
& Co. to the owners and
provided the owners agree
to the same the Government
will purchase the ship.

£ This offer includes following
points.

1 The ship fully equipped to
be delivered by ^{settlers} owners to
the Agent and Representative
of the Imperial Government at
the port of Nagasaki in Japan
or as near that port as is practi-
cally possible at the latest during
the month of ^{April} February 1875
whether the Empire of Japan
be then at peace or at
war.

the actual
cost of
by the
in such
shall be
by the

2 By fully equipped is under-
stood and meant that said

ship is to be supplied with every detail necessary to her class & in accordance with the specification attached to the contract heretofore made with Brazilian Government.

3 If it be thought by the ^{Seller} owners advisable in order to ensure more safe and prompt delivery of ship that her armament be sent by another ship to said port of Nagasaki and ^{of this sending} there placed on board by the vessel to the ^{Seller} owners. Such course Japan to be ^{borne by} may be taken: provided the ship fully equipped as agreed be delivered as agreed to the agent of H. I. His Government within the time specified

4 The owners will show that Messrs Hudson Malcolm & Co. are fully and ^{completely} ~~equipped~~ authorized and empowered to

act on their behalf and to bind them in the contract for sale and delivery of ship.

5 In consideration H. I. His Government will pay on the execution of contract to Messrs Hudson Malcolm & Co. £20,000 as earnest money.

6 Half the balance £271,875 to be paid ^{1/3} 60 days from date of contract and the balance £271,875 to be paid upon the delivery of ship ^{at} fully equipped as above to the ^{proper} agent of H. I. His Government.

30 days
1/3 to be paid
in 60 days
after date

7 If said owners fail to deliver ^{before this Court} said ship at the time and place and in manner provided and agreed upon they shall forfeit and pay unto the H. I. His Government the full amount of all sums advanced & paid on this contract at the time

3653
1766666

fixed for delivery of ship
and interest thereon at the
rate of one per cent above
the rate (rising & falling) of
the ~~rate~~ Bank of England.

the offer to be made by
J. Govt. to the owner.
by telegraph.

Provided the builder Dudgeon
agrees to the following points
we shall ~~now~~ purchase
the steamer &

1. The ship to be delivered to
the agent or agents of His
J. M. Govt. ^{whether} both in time
of peace ~~and~~ war, and at
the port of _____ in
Japan ~~or before~~ within
the month of Feb'y. 75 at
the latest.
2. The ship as above to be
fully equipped. ~~But~~ if as specified
plans shown Mr. Kaun _____.
3. If time can be saved, by despatching
the ship without her armament
& by sending armament by another

Ship to ^{be then placed on board by the said person} the same port. to be equipped
there ^{to} there that course may be ~~that~~
taken upon consultation with the H. I. M. S.
Representative in G. B. -

4. ~~That builder~~ ~~shall~~ ~~show~~ with
That builder shall show
that H. M. S. are fully & legally
authorized to act on this behalf
& empowered to bind ^{said builder} ~~the~~ in
the Contract.

5. If said builder fail to deliver
said ship at time & manner aforesaid
upon shall pay an indemnity
to the purchaser of \$ 30,000

6- In consideration the H. I. M. S.
will pay on the Exn. of Cont. to
the H. M. S. of \$ 30,000 as
Earnest money.

7. Half balance to be pd to H. M. S.
to do so for Exn. cont. & balance
on delivery of ship to Capt. H. I. M. S.
fully equipped as provided.

of H & M Co in England

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4. The owners will show that Messrs H & M Co ^{are} fully & completely authorized & empowered to act on ^{their} behalf & bind him on the contract for sale & delivery of ship.

5 In consideration H & M Co will pay on the Ex^r of Contract to Messrs H & M Co. £ ~~20,000~~^{20,000} as earnest money

6 - Half the balance £ ^{271,875} 266,875. to be pd 60 days from date Contract & the balance £ ^{271,875} 266,875. to be paid upon the delivery of ship fully equipped as above to ^{the} H & M Co.

7. If said owners fail to deliver said ship at ^{the} time ^{or place} ^{or in} ^{the} manner provided & agreed upon they shall forfeit & pay unto the H & M Co the full amt of all sums advanced & paid on this contract at ^{the} rate fixed for delivery of ship & interest thereon - at the rate of 4% above the rate (now & falling) of ^{the} Bank of England -

1. The offer made by the Emp^l Gov^t is to be transmitted by telegraph by the M^r to the owners and provided the owners agree to the same the Gov^t will purchase the ship.

This offer includes following points

1. The ship ^{fully equipped} ~~to be delivered~~ to be delivered by owners to the agt and representative of H^l M^r Gov^t at the port of Nagasaki ^{in Japan} or as near ^{that port as is practicable} ~~as possible~~ at the latest during month of February 1875. whether the Empire of Japan be ~~at peace or at war~~.

2. By fully equipped is understood to mean that said ship is to be supplied with every detail necessary to her class & in accordance with the specification attached to the Contract, heretofore made with Prussia Gov^t.

3. If it be tho^t ^{by the owners} ^{in order} advisable to ensure more safe & prompt delivery of ship that an armament be sent by another ship to said port of Nagasaki & then placed on board by the owners. ~~that~~ ^{such} ~~armament~~ ^{cannon} may be taken provided the ship fully equipped ^{as} ~~as~~ agreed be delivered as agreed to the agt of H^l Gov^t within ^{the} ~~the~~ ^{time} specified.

Have received Malcolm Hudson's
Telegrams up to 15th September
^{Warriner}
request them to show you
Dudgeon's written authority
empowering Hudson Malcolm
to sell for him the Ironclad.
request Dudgeon ^{also} to telegraph
in his own name authorizing
Hudson Malcolm to act as his Agent ^{here}.
Dudgeon must deliver the Ironclad
(out of England) in Japan

Copy of Telegram
Yokohama

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HUDSON, MALCOLM AND CO., YOKOHAMA, JAPAN.
MALCOLM, HUDSON AND CO., 5, CECIL STREET, SINGAPORE, E.C.

Private & Confidential only to be opened
by the one in charge.

You must consider Hudsons
Ironclads sold at your limits
on condition that you keep the
sale secret & confidential

Brazilian flag is not to be
removed pending further instructions
Japanese Government

The contract will be signed
3rd Sept^{hr} are now translating
contract.

[Malcolm, Hudson & Co., 5, Crosby Square, London.]

Memorandum.

From HUDSON, MALCOLM & Co.,
YOKOHAMA.

To C. Tanimoto Esq
Navy Department
Tokai

12 October 1874.

Your favor of this date is
to hand, and we now
have to acknowledge the
receipt, at midnight on
10 Instaut, of Mr Kawamoris
letter dated on 5 October,
which consequently took
5 days in reaching us.

We are, Dear Sir,

Yours faithfully,
Hudson Malcolm & Co.

Private & Confidential

Malcolm Hudson & Co London
To Hudson Malcolm & Co Yokohama
Recd 12 Sept 10.30 am; dated 15th 3 p.m.

The details of purchase nearly all
satisfactorily settled. You are
hereby authorized sign the Contract
on account Dudgeon subject to
further details which are being
arranged remitt by wire several
hundred ^{thru' different Banks} £20000 will be
returned by us if negotiations
fail. — Retain Hyde for further
instructions
