

380. You do not know anything of your own knowledge about it?—I only know from Mr. Martin. He said he would leave a cheque with Mr. Clayton, as he was going South, and Mr. Clayton would give it to me.

381. *Mr. Brandon.*] You continued to carry on the works?—Mr. Martin put an advertisement in the *Evening Post* for tenders to carry on the different sections, and I said that I had nothing more to do with it.

382. When did you commence operations?—The tenders were, I believe, in by the 9th, and there was a local in the *Advertiser* about Mr. Martin having arranged with Mr. Clayton to carry on the matter, and Mr. Martin told me he must contradict it and settle it.

383. I ask you, when did you recommence operations?—About February the 9th. I was away down at Karori at the time. In fact there was a *ca. sa.* out against me, and I went down to Karori to keep out of the way.

384. Then you say you returned again about the 9th?—I returned back to the Government House, and resumed operations there about the 9th.

385. What arrangement did you make with Mr. Martin, if any, about carrying on the works?—Well, Mr. Martin came up to my house and rapped at the gate, and called me out and said, "Well, Ben, you had better come back to that Government House. Everything is in a muddle, and you had better come back. Here I am, and you must do the best you can for me."

386. Was any specific arrangement made?—I said, "I thought Mr. Clayton was going to look after it for you, and you were going to pay him a commission." He said, "That is all off now; there has been a row between the Government and Mr. Clayton about the matter, on account of the local in the *Advertiser*, and you must go back." I said, "I want to go to Auckland, I don't want to stay here, because you made an arrangement in my hearing to carry on, and he said you can't lose by it." It nearly broke my heart, and I did not want to go back.

387. Did you go back?—I did.

388. What arrangement was made?—I said, "If I go back, all I will take from you is just what will barely keep me; and when it is all over you will pay me a good fair wage, according as I may work."

389. Then you went back, stating that during the progress of the work you would only draw sufficient to keep you?—Yes; and that when it was finished I would leave it to him to give me something.

390. Had you any conversation with Mr. Clayton about the matter?—I went down to Mr. Clayton, prior to my stopping, and told him my circumstances, and he said the only alternative was for me to "blow up," and let Mr. Martin finish it. "Blow up" or "burst up," either one term or the other, and leave Mr. Martin to finish it. That was at the end of January; I could not be certain of the date, but I believe it was before the cheque for £100.

391. This conversation was before you went through the Court?—Yes.

392. But after you returned to overlook the work, had you then any conversation with Mr. Clayton relative to your contract?—I went down to Mr. Clayton's office the evening we put these advertisements in the *Post*, and when the tenders were brought in I received them. Of course no contracts were allowable unless Mr. Clayton agreed to them. I drew up the contracts between the plumbers and others and Mr. Martin. Then I had a conversation with Mr. Clayton, and said, "I am going to take the sub-contracts for the work, are you agreeable?" and he said, "Yes." It was for the plumbers, painters, and carpenters' work.

393. Did you enter into the contracts?—Not one. I merely got them for Mr. Martin.

394. Did you make arrangements with the sub-contractors?—Yes; with the plumbers and carpenters, and John Ah Tong, a Chinaman, for carving, and a man named Rook, for doing the entrance hall.

395. In whose name?—For Mr. Martin. They were signed and given over to Mr. Schwartz for Mr. Martin.

396. Did your name appear in them at all?—No.

397. Nobody's but Mr. Martin's?—No.

398. Are these in existence?—Yes.

399. Where are they?—They are down in Mr. Martin's office, I presume.

400. Did these parties enter upon their contracts?—Yes.

401. And did you continue to overlook the work on the same terms with Mr. Martin that you have already stated?—Yes.

402. Was that the reason of your always, in correspondence with Mr. Clayton, signing yourself "Ben Smith, for John Martin"?—Yes. You will see in the correspondence when I am not addressed as contractor—where it is struck out. I was always addressed as contractor before I stopped, and afterwards I was not; at least in some of the letters.

403. Have you ever had any conversation with Mr. Clayton relative to his still addressing you as contractor?—The conversations I had with Mr. Clayton were always that I was on behalf of Mr. Martin. There was one particular circumstance that occurs to my mind. Mr. Clayton will remember it very well. I think it must have been in March or April. I only know the facts being on my mind so well. I was in the outside office, and Mr. Martin went in. I was always quarrelling or at least disagreeing with Mr. Clayton about the contracts. He said, "Martin, I wish you would get rid of that fellow Smith, and get somebody else; I cannot get on with him." Mr. Clayton remembers that I went into the office and said "Good morning, Mr. Clayton; thank you for your good opinion." That will show the position I was in.

404. Have you ever had any conversation with Mr. Clayton about his always addressing you as contractor; I mean since you were overlooking the work for Mr. Martin?—I remember Mr. Martin getting a letter complaining of my not doing as he wished; and I went down to Mr. Clayton's office, and he said, "If you don't get on as you ought, I will get Mr. Martin to dismiss you."

405. You don't give me an answer to my question. Did you ever have any conversation with Mr. Clayton relative to his continuing to address you as contractor?—No. Of course I tell you the truth of the matter. That is what took place, and nothing else except that.