

## AS TO WHO IS RESPONSIBLE FOR THE DEFECTIVE WAGONS.

So far as defects arising from insufficient maintenance are concerned, there is no difficulty in fixing the responsibility in the proper quarter. Nobody has to do with the wagons after they are built but the officers of the Working Railways Department, consequently they alone are responsible for keeping them in proper repair.

There has been some little difficulty in tracing the history of the wagons complained of, chiefly on account of the want of precision in the statements made by Mr. Allison Smith at different times. For instance, in his telegram to you of the 1st instant, read in the House, he says, "When stock at Oamaru was taken over by Canterbury it was in miserable order. A number of wagons bearing McNab and Aimer's brand—the very wagons received from Dunedin at end of 1878 and beginning of 1879—were disgraceful,—bad work and very inferior timber." Now, this is the only reference to McNab and Aimer's wagons that I can find in the whole of the papers, and the firm's brand does not appear on any of the wagons, or pieces of wagons, examined for or by me. Furthermore, Mr. Smith's statements clearly show that the wagons he specially complained of were built in the Dunedin workshops. I have also ascertained that all McNab and Aimer's wagons were distinctly branded when they left their hands. Another inconsistency in the telegram is the statement that the stock referred to was taken over by Canterbury at Oamaru, and a few lines further on it is said that these very wagons had come from Dunedin at the end of 1878 or beginning of 1879. As a matter of fact the Oamaru stock was taken over by Canterbury on the completion of the line between Christchurch and Oamaru in February, 1877, nineteen months before the line between Dunedin and Oamaru was opened. I should also add that Mr. Allison Smith did not join the Canterbury railway staff until a short time after the line was completed to Oamaru, consequently he can scarcely speak of the state of the rolling-stock from his own knowledge.

Since writing the above, I have seen Mr. Smith's telegram to you of the 20th, in which he points out a mistake in his telegram of the 1st, which entirely alters its sense. He says, "It should read full-point after McNab and Aimer's," and commence another sentence: "The new wagons received from Dunedin, &c.," and, in another telegram of the same date, he says, "Your telegram to me of 1st instant specified that you required the contractor's name that had built bad wagons, and I mentioned McNab and Aimer's as being the worst wagons that had been built by contract. These were all repaired or rebuilt before the line was opened to Dunedin, and have no bearing upon this question. At the same time, perceiving that you were under a misapprehension, I telegraphed the following in order that the responsibility might be fixed: 'The new wagons received from Dunedin at end of 1878 and beginning of 1879,' " &c.

This certainly puts the matter in a new light, but it is not quite satisfactory, for some of the specimens now in Wellington are labelled as from Oamaru.

Although it has been somewhat troublesome, I have succeeded in tracing almost exactly the history of the wagons in which the defects are particularly specified.

No. 1402 was built in the Dunedin railway workshops by day-labour. This is the wagon of which it is said "that it was literally tumbling to pieces." It was not built by contract.

No. 1602 was built in the Dunedin workshops by day-labour, not by contract. This wagon is described as being in the same state as the preceding one.

Another wagon, no number given, condition much as above; built in Dunedin workshops by day-labour.

No. 1670, a sample of the headstock of which is now in Wellington, was built in the Dunedin workshops by day-labour.

No. 1515. A portion of the framing in Wellington. In his telegram to you of the 20th instant, Mr. Smith says that both this and 1595 came from Dunedin when comparatively new, and that they belong to the same batch as Nos. 1402 and 1602. Mr. Armstrong, on the other hand, asserts positively that he "had nothing to do with the building of this wagon." I have evidence which proves beyond doubt that it was not built by contract; so the matter rests entirely between Messrs. Armstrong and Smith.

No. 1595. A portion of the framing in Wellington. Mr. Smith, in his telegram to you, says that this wagon came from Dunedin with No. 1515. He refers to it now as having "only been built eighteen months;" but Mr. Armstrong disclaims any connection with it, and the specimens are labelled as from Oamaru. If from Oamaru, the wagon must now be four and a half years old. I cannot trace this wagon any further, but, from the marks still visible, it is proved not to have been built by contract at Dunedin at all, and not to have been built by contract at Invercargill, at any rate within the last four years. In case it turns out to be an Oamaru wagon, built by McNab and Aimers, I should explain that these wagons were built between September and November, 1875, and that they had been used in the construction of the Moeraki Section before running the traffic, consequently they would in all probability be considerably out of repair; also that special permission was given to the contractors by the Superintending Engineer for the Middle Island, Mr. Higginson, to use blue-gum in five wagons, as they were wanted in a great hurry for Messrs. Brogden's contract.

On the completion of Messrs. McNab and Aimer's contract, Mr. Lowe, the Resident Engineer, certified that the work had been "fairly done;" so I have every confidence in assuming that there were no defects in the wagons when they left the contractors' hands.

With reference to the wagons now at Addington, I have had them carefully examined by the Inspector of Anderson's rolling-stock contract, who had been formerly engaged on the Dunedin contracts. Seven of them are identified as having been built in the Dunedin workshops, and one belongs to the Wagon Company, but most of the others cannot readily be traced. It is, however, quite clear that none of them have been built by contract within the last four or five years. The Inspector can only identify one wagon as having been built by contract under the Public Works Department, and that wagon is not defective; beyond ordinary tear and wear it is quite good.