

26. You may have complained to the Minister?—You were present.

*Mr. Hales* : Yes.

27. *Mr. Morrison*.] You made all the usual arrangements, as the contractor, to secure the tunnel—such as shoring and bracing up?—Yes.

28. Did anything occur during the three weeks' stoppage?—Nothing whatever.

29. There was no fall-in?—There was no fall-in.

30. You stated that you employed the very best gangers and foremen that you could obtain?—Yes, that is true.

31. You were not able to cope with the difficulty that had arisen?—Not at that time.

32. Do you know whether Mr. Witheridge had ever previously inspected a tunnel?—Not as far as my knowledge goes. Clause 20 of the department report deals with slips.

33. Do you know if Mr. Vickerman had any experience of tunnel works?—Not as far as my knowledge goes.

34. You made your slope-cutting according to the specification laid down here?—Yes.

35. Did you receive any orders involving alterations in connection with these slope-cuttings?—No; not one.

36. Do you mean that the slopes would be cut according to specification, and that they should be cut with a considerable slope?—Yes; we contend that the stuff came down through the steepness of the slope.

37. Should not the contractors take the usual precautions themselves by examining the ground to ascertain the character of the material?—So far as we were able to do it, yes: so far as it could be done. We were bound to go into the whole of the information given to us. As a rule a month is given to contractors to go through the work when tendering. I contend that a month is not sufficient time. It entails considerable expense, and contractors as a rule cannot go to such expense.

38. Is it customary on the part of any person letting a contract to have borings and examination of all material made?—It is certainly the proper mode. It is customary in Australia: it is done there in every case.

39. You have had experience extending over a quarter of a century, and you state that it is the invariable custom on the part of corporations and public bodies, when letting a contract, to have borings made, thus giving some idea as to what the contractor would have to contend against?—That is my contention.

40. *Mr. Massey*.] Will you tell us why the tunnel was not constructed on the line of boring?—That I know nothing about.

41. If it had been constructed on the line of boring, would you have avoided this ground?—We would: the boring was a chain distance from the line of tunnel which is now constructed. It is no great distance up to the fall. The water came in upon us nearly the whole way. If the tunnel had been constructed on the original survey, it would have been through solid rock—there might be a little of other ground at the far end.

42. I understood you to say that there was rock along the side, where the water came in?—If it had been constructed on the original plan we would have been in the rock.

43. You said something about basing your information on the plans?—The plans and specification are there.

44. *Mr. Wright*.] You were misled by the single boring that was taken as to the nature of the ground which the tunnel would go through?—We took that as the general basis to estimate upon, together with the clauses in the specification.

45. Did you ascertain from any officer of the department why, having put down a bore on the abandoned line, they did not put down any bore on the finally-selected line?—That I could not make out, except that they were satisfied that the bore on the originally-proposed plan would cover the one that was finally adopted.

46. *Mr. J. W. Thomson*.] You said that part of the ground was good for tunnelling: can you say what would be the extent of soft ground you complain of where the water came in?—There were 8 chains which we drove through, and which we consider was the best ground for tunnelling. To give you an idea of the expedition with which the ground could be worked through that class of country, I may give you some information as to the time it took. We had thirty men employed, and during the last month we were working in that material we did about  $3\frac{1}{2}$  chains of the full size of the excavation—that would not amount to more than about 4s. or 5s. a yard.

47. That was the most difficult part?—No; that was the best of it.

48. *Mr. Crowther*.] You stated that three days were not sufficient time to allow concrete to set. What does that imply; did the removing of the supports depend on the concrete?—We understood that the boards had not to be removed for three days.

49. You said that three days were not sufficient?—Not sufficient if the ground was of a heavy nature. I understood that it was to be a tunnel through hard or firm ground.

50. Was there any necessity for taking out these boards at the end of three days, even if it was advisable to take them out?—I only made that remark to show that the department was satisfied that the tunnel was in firm ground. We did not do the work in concrete; we did it in brick. If the tunnel had been assumed to be put through soft or heavy ground, the department would have insisted on them being left a considerably longer time than three days.

51. You seem, by inference at any rate, to put particular stress on the manner in which you had to conduct the work under Mr. Witheridge: did he at any time give you instructions in connection with the work contrary to the specifications?—No; but he was empowered by the general conditions, I consider, to give instructions.

52. You had no reason to believe that he was in any way officious in carrying out his duties in such a way that he would prejudice your success in carrying out your contract?—I do not quite understand.