

53. *Mr. Morrison.*] He did not put difficulty in your way?—We consider that it was difficulty.

54. He did not put difficulties in your way, but he was officious?—Yes, he was officious.

55. *Mr. Crowther.*] You say he did not give you any instructions contrary to the specifications?—With respect to the materials for construction and brickwork, he did not vary from the specifications in carrying out the work, or in the method of carrying out the contract, until we came into heavy ground.

56. You said something about discharging one of your staff, but you did not follow it up; that Mr. Witheridge was in no way responsible as Inspector on account of your staff?—He was in no way responsible for the work; the contractors were responsible.

57. Had he any power to interfere with your staff?—We only presume to show that he had authority, being the representative of the Engineer, to do anything that was necessary in connection with the work.

58. He had authority only within the specifications; he was subject to authority of the specifications?—Properly so. The Resident Engineer had authority to give directions as to the mode of carrying out the work, but the Government was not responsible—the contractor was responsible.

59. *Mr. Blow.*] There is a special power for that in one of the clauses?—We say that the Inspector is the representative of the Engineer while he is on the work.

60. In regard to the boring—having reference to the Wellington drainage tunnel—you said there were instructions there: how many borings were made?—There were five sections; there were five different kinds of ground.

61. What was the length of the Wellington tunnel?—71 chains.

62. What length was this?—28½ chains.

63. *Mr. Taylor.*] How is it that when “boring” is mentioned it is referred to as “borings”?—It is referred to in the plural; we had no intention that it should carry with it that impression.

64. Only one boring and that not on the line?—Yes.

65. Did you have no idea whether they would pay you for this work?—I certainly thought they would.

66. What personal experience have you with regard to Australia?—We had it through men who had been working for us.

67. Suppose a series of borings made over the line of the actual tunnel—you said the material was hard when first cut through, and that it only became soft by exposure to the air: would not that show the nature of the material; would it give you a hard material?—It is well known that material of that kind would expand; then our prices would have to be considerably more. If it had been through papa—that is a fairly hard material, of about the same hardness as sandstone—our prices would have been considerably over what they are in the schedule now.

68. You say that for the first few chains you made a large profit?—Yes; a very fair profit.

69. What would you consider contractor's risk on that line; is it a custom to guarantee material?—I think it should be so. A contractor's risk is minute if proper information is given to him.

70. Yet you admit there was no boring on the actual line?—If there had been borings over the line, I think that, under those circumstances, we might have a legal claim in connection with this matter. If the borings turned out to be contrary to what was shown we would certainly have had a legal claim. But we are appealing to the House in respect of exceptional circumstances connected with it.

71. *Mr. Holland.*] With respect to timbering the ground, was the timbering shown in the plan?—No.

72. Is it not usual in contracts of this sort to show how it should be timbered?—No; I do not think so.

73. You say you were compelled to take the sills out before the arch was set?—Yes.

74. Why?—We were instructed to take them out by the Inspector first of all. I have unfortunately lost the letter connected with that, instructing us either to take the sills out or cut the ends off.

75. That would be taking out the timber-work before the arch was keyed?—Certainly.

76. *Mr. McLean.*] Clause 11: You were in sole charge; you had no experience of your own in tunnelling. Is that so?—That is so, previous to this contract.

77. Then, as to clause 10, the Inspector had nothing to do with directing the contractors as to the way they conducted the work?—That is our contention: that he did direct us to shift the timber; that he had no authority to do so. We contend at the same time that he was the representative of the Engineer who had such authority, and we acted upon that authority.

78. *Mr. Wright.*] You stated that the brickwork had moved, that at the crown it came down 5 in.?—Yes.

79. And that the side-walls caved in 9 in.?—Yes.

80. Had the lining been altered before?—No.

81. It was afterwards?—Yes.

82. Did you call attention to it in writing?—Yes.

83. Can you produce it?—Yes; I now produce it.

84. *Mr. Duncan.*] Was the effect of interfering with the timbers to allow the brickwork to cave in?—We contend that was so.

85. The timber was taken out before the arch or its lining was completed; that was the cause of the collapse. [Letter, 26th September, 1891, put in.]

86. *Mr. Crowther.*] When did the Engineer go up?—He came immediately after the letter we sent; he came to the works.

*Mr. Blow*, in answer to a question, said he had witnesses who would negative what the petitioner stated. He did not think it was necessary to ask him any question.