

tunnelling to be dispensed with, the Resident Engineer may withdraw the whole or any portion of it from the contract, and the contractor shall only be paid for the work actually done. The excavation shall, however, be taken out the full size of the outside of lining, and so that half of the section can be got clear on each side of the centre-line; beyond this nothing is to be excavated except what is absolutely necessary for the security of the work"—there is nothing at all there to show that the lining should be increased. It simply shows that the lining should be taken away altogether, which indicates the nature of the ground the tunnel should go through.

*Mr. Holland* : This is scarcely to the point, Mr. Chairman, because in all contracts an architect or engineer is allowed to make increases or decreases as much as he likes.

*Mr. Blow* : This clause—clause 7 of the General Conditions—is in the contract : "The contractor is to make and execute, in the like manner as aforesaid, and with the like materials as aforesaid, any additions, deviations, or alterations to, from, or in the works which the Resident Engineer may from time to time previously to the commencement or during the progress of the works, by an order in writing, require. The cost of such additions, deviations, or alterations shall be valued by the Resident Engineer at the several prices or rates set forth in the schedule of prices annexed to the tender; and, if any additions, deviations, or alterations shall comprise any description of work not named in such schedule, the same shall be valued at rates to be fixed by the Engineer-in-Chief."

*Mr. R. McKenzie* : We do not deny for a moment what Mr. Blow says nor what Mr. Holland says. We know that these conditions are there. What we dispute is the right to say at what price the work shall be done.

*Mr. Blow* : That is also provided for.

*Mr. R. McKenzie* : What I want is for Mr. Stewart to show the Committee the justice of the claim which the petitioners make. We do not for a moment dispute the right to alter it.

*Mr. Stewart* : I think I understand Mr. McKenzie's question to mean, what do I consider the specification in the specified clauses relating to contract provided in the way of anticipation of soft ground. There can be no doubt at all that they had not the slightest expectation of soft ground there.

96. *Mr. R. McKenzie*.] Having found soft ground, which necessitated putting in an invert and also extra lining, do you think that the department ought to pay for the extra labour and trouble involved?—Yes, I think so. I am not quite sure as to the whole of the tunnel, but, where this extra brickwork occurred in the lining or the invert, in justice to the contractors I think they ought to be paid something extra for the excavation. It was shown it was soft ground and required more and heavier bars. Some soft ground can be done with few bars, say, nine, this required nearly twenty.

97. Supposing you were the engineer for that contract, and had a bore put down, and you found soft sandstone at the ends and in the centre, would that be anything to leave you to imagine the nature of the ground?—My experience of New Zealand is that I would not be satisfied with only three bores.

98. *Mr. Blow*.] In this case there was only one.—Well, I would not consider the tunnel was bored at all.

99. *Mr. R. McKenzie*.] Would there not be reasonable ground for supposing that there was soft ground there?—Well, that is difficult to determine.

100. You know the contractors, of course. You have already stated that they are capable men?—Yes.

101. But do you know of anything in their method of working that caused that breakdown of the tunnel?—Their method of working seems to me to have been the proper method, except for the taking-out of the sills. It nearly took my breath away when I heard they took the miner's sills out.

102. Are you satisfied that if the miner's sills had been left in this breakdown would not have occurred?—Yes, I might answer that in the affirmative.

103. Do you know Mr. Witheridge?—Yes.

104. Has he ever had any experience of railway tunnelling?—Not that I know of. I know him to be an exceedingly-steady first-class mason.

105. Have you ever known any disputes between him and the contractors while he was inspector over them?—No; but he caused me some trouble nevertheless by the way in which he gave the contractors orders.

106. Is he an agreeable man to work with?—Well, I really do not know. He was always agreeable enough on the work when I was there.

107. From your previous knowledge of him, can you say if he was in the habit of unduly interfering with the contractors?—He once gave me considerable trouble in an order for the level of a sewer in Auckland at the reclamation; it was a very foolish thing.

108. Do you think he was justified in his interference in the present case?—If he had ordered those sills out when I was there I would have bundled him out of the tunnel, or else I would not have taken those sills out. I am astonished Messrs. McLean have taken them out.

109. Had he power to order them out?—Yes, an overseer has the power.

110. In fact, they could not be removed without his consent?—I think they could be removed without his consent.

*Mr. R. McKenzie* : On looking at the General Conditions the Committee will see that these sills could not possibly be removed without the overseer's authority, nor could any other scaffolding. Of course, that is entirely proved by the report.

111. *Mr. Crowther*.] Do I understand you to say that they were running the risk of their lives when they took those sills out?—They were.

112. *Mr. McLean*.] And who would have been responsible if there had been an accident?—That I could not say.