

113. Would the responsibility have fallen on the contractor or on the Government?—That is a point of law I am sure I could not answer. I feel very thankful the question does not arise.

114. *Mr. R. McKenzie.*] Clause 11, subsection (2), of the General Conditions says, "Due notice shall be given by the contractor to the Assistant Engineer or overseer before any piles are driven at any structure, and centres or staging must not be struck without the written authority of the Assistant Engineer or overseer"?—Yes, those powers are always given; but, as a rule, the contractor is the judge when to take down supports and all that.

115. About those slips. Had you been a district engineer on that contract, would you command payment for those slips?—As I have said, I can only speak theoretically about that—that if a piece of ground would not stand at the angle at which it is specified I would order a flatter slope, and pay for it.

116. The practice is for a contractor to provide slopes at a batter of 1 to 1?—One to 1 is the steepest angle at which anything but rock is usually cut in New Zealand railways.

117. And if flatter than 1 to 1 it is generally the custom of the department to pay for it?—Yes, with this exception: there might come a "belly" out of a slope. That I consider would be a fair risk for the contractor. But for a piece of ground, such as that at Parnell and many other places that I have seen, I think that the department should pay for the extra work. For instance, in the case of the slips on the Forty-mile Bush Railway, the contractor was paid for drains; and that was a cheaper means of keeping up the ground than taking it out to the level. Then there is the Waiteti contract in the King-country. I believe all the slips there have been paid for by the department.

118. *Mr. Wright.*] Will you look at the specification in clause 8, subsection (2)? You stated in reference to that section that that would indicate a certain liability of the contractor to remove certain slips. Then, in relation thereto, I want you to consider subsection (6), and to tell the Committee whether the one does not override the other. In your opinion, does that provision contemplate slips which should not be charged to the contractor?—Provided that other slopes are necessary. If in going through rocks they will not stand at $\frac{1}{2}$ to 1, then the contractor should be paid for the extra work, and the same with sand at $1\frac{1}{2}$ to 1, and with all other material at 1 to 1. The slips that in my experience are most difficult to deal with are clay slopes. Sometimes they will take a natural slope of 3 to 1; sometimes you can stop them with drains, and at other times drains are of no use at all.

119. Tell the Committee briefly whether, in your opinion, this clause contemplates slips which might not be a charge on the contractor: "Any alteration in the slopes of cuttings will be ordered in writing. No slips will be paid for under this clause, except those that are, in the opinion of the Resident Engineer, due to steepness of slope, and for which an order has been given beforehand."—I think I have mentioned in my replies to previous questions that the Resident Engineer could not in fairness withhold an order for ground that would not stand at the specified slope, and therefore any sand which would not stand at $1\frac{1}{2}$ to 1, and soft clay at 3 to 1, he ought to give an order for.

120. *Mr. R. McKenzie.*] Of course, you have been out of the department for some years. Do you know whether it is customary for them ever to give these written orders?—Speaking of my own practice, I very rarely gave a written order.

121. I have been a contractor for some twenty years to the department, and I never got one yet.—I have had to give written orders; they were generally in important changes. But, as a rule, if I ordered a slope to be increased because it would not stand, the contractor knew as well as I did that it was just as good as if I had given a written order. Properly speaking, I should have given written orders.

Mr. R. McKenzie: In the case of the invert and the increase of the lining, which the department admits as extra, they never gave any written orders, so that the point about the written orders does not hold good.

Mr. Blow: No evidence to that effect has been tendered, at any rate.

Mr. Stewart: I was only nine years in the department, and I have been seventeen years out of it; therefore I do not know exactly what the practice has been since. I can only speak of my own experience.

122. *Mr. Blow.*] You speak of learning with surprise of these sills being taken out. If the overseer formed the opinion that they were in the wrong place, was not he justified in saying that they should not remain in that place?—No; any movement of those sills was at the risk of the whole top coming down.

123. Is there any power for the inspector to interfere if he finds the work being defective?—Yes, there is no doubt about that. That accounts for the whole mischief.

124. He saw this sill being put in a position which he thought improper: had he not a right to order that sill to be put into a different position? He had ordered it to be taken out: was not that his only remedy?—No; the remedy is to require that at any expense the brickwork should be made good.

125. But if he sees the work being done in a manner which he thinks faulty, is it not his duty to require that it should be altered? Was not he justified in interfering?—That, of course, is a debatable point.

126. You say the accident was due to the removal of the sills?—I believe so.

127. Are you aware that these particular sills were not removed, and that they are there now?—No.

128. That they were built in?—The upper sill crossed at the level of the springing of the arch.

129. We are talking of the lower sill?—Possibly it may have been built over. It was at the upper sill, however, where the danger took place.

130. But the inspector only insisted on the removal of the lower sill, because that was actually in the brickwork?—I do not know about that.