

85. Now we come to those extras. Of course, you said you carried out only one contract under the Public Works Department. But we will take the value of these excavations. There was a considerable quantity of work in this tunnel, and a length of it fell in. Now, as a contractor, would you do that tunnel at schedule rates?—I do not think that would be a fair thing to ask.

86. But this schedule rate was made for hard grounds, as the specification indicated. Do you think the department are justified in asking the contractors to take out that soft, wet excavation at the same rate as they had in the schedule, 6s. 6d. a yard?—I certainly do not think so.

87. And so, knowing that this ground was wet and that a large quantity of water ran through it, what would you consider a reasonable price for the work?—Well, that is a very difficult thing to answer. I have known as much as £3 per yard for a small tunnel, and then it was not a payable price.

88. But you would have an approximate idea of it?—Knowing that the ground was wet, if I was tendering I would not do it at £1 10s. per yard.

89. But if the tunnel broke down, and there was a considerable quantity of water in it, would you put in an invert for the department at schedule rates?—No, and I do not think it is fair to ask me to do it, because you cannot do an invert at the price you do walls or arch.

90. You could not do it at the same price as the sides and arch?—No, it is new work altogether.

91. In wet ground which requires a considerable amount of bailing, what would you consider a fair price to take out the excavation for the invert, where, say, four or five men were needed to keep bailing?—I would not like to tender for less than 10s. a yard. Of course, I am giving my own idea now.

92. As a man of experience in these matters, do you think the department are treating the contractors justly and equitably in refusing to give them extra for putting in an extra lining, putting in the invert, and also taking out this wet excavation?—No, I do not think they are treating them justly and equitably.

93. *Mr. Morrison.*] Then, you say, as an experienced contractor, that you do not think the department is justified in refusing to pay for the building of this invert and for the 9-inch wall an extra price?—No, it is for extra work. It is the practice at Home for you to be paid for the circular work price and a half.

94. That is, where there is no special difficulty?—Yes, for circular work I was paid price and a half.

95. *Mr. R. D. D. McLean.*] What do you mean by circular work?—Arch work.

96. *Mr. R. McKenzie.*] Would you think 6s. 6d. too much to ask contractors to take it, without excavation?—No, I would not.

97. *Mr. McKenzie* next read paragraph 5 of section 13, on page 6 of the Specification, as follows: "The tunnel shall be lined throughout. The lining shall be of rubble masonry, concrete, or brickwork in the side-walls—that is to say, from foundation to level of springing of the arch; and of concrete blocks or brickwork in the arch. If rubble masonry is used in the side-walls it shall be 18 in. thick, and if concrete or brick 14 in. thick. If concrete is used in the side-walls it shall be accurately moulded, and the moulding-boards shall not be removed for at least three days after the concrete is placed in position. If concrete blocks are used in the arch, they shall be the whole thickness of the lining—viz., 14 in.—9 in. wide in the soffit, 18 in. long, and carefully moulded to the radius of the arch. They shall be bonded as in ashlar masonry. All spaces between the lining and the excavation shall be filled up with stones firmly rammed in." (To witness :) You notice there that there is no provision made for increasing the lining, and no provision made for putting in an invert?—No, there is not.

98. Now, under that clause, speaking as a contractor, would you increase that lining at schedule rates?—No, if the whole nature of the work was changed I think a price should have been asked for.

99. *Mr. R. McKenzie* (to the Chairman): Bearing on this point some correspondence has been put in. (To the witness :) Under that clause, would you put in an invert at the same price as the schedule?—No; but of course the Engineer has power to make me do it.

100. And you consider that before you did that work for the department they would have to arrange a price for it?—I certainly should not do it, but they would be able to compel me to proceed.

101. They would compel you, but you reckon you would have your remedy afterwards?—Yes.

102. Of course you are familiar with the Government specifications—there has been little change in them for many years?—Yes.

103. You notice there that the flattest batter that is provided for in that clause (clause 8, paragraph 6) for cuttings is 1 to 1; and afterwards it states, in the very same clause, that if it is necessary to give flatter slopes they shall be paid for at schedule rates?—Yes.

104. Now, suppose these cuttings slipped, we will say, 3 in 1, would you consider you would be entitled for the removal of that extra stuff to extra payment?—Yes, certainly.

105. That is under this clause; in fact, this is a clause which a contractor would consider as a clause providing for the payment of slips?—Yes, just so; this is intended payment for slips.

106. Any slip under 1 to 1?—Yes.

107. I will ask your opinion also with reference to these slips. There have been about 11,000 yards of slips removed under this contract. Do you consider the department justified in refusing to pay for those slips?—No, I do not consider the department justified.

108. Of course, the contractor has no legal remedy, and the Engineer-in-Chief is the sole arbitrator?—It depends entirely on the fairness of the Engineer.

109. In equity and justice you consider, under this clause, that that 11,000 yards should be paid for?—Yes; I should expect it to be paid for.