

trary; I said the Government was not aware what the nature of this ground would be, and therefore we provided alternative sections, one for hard ground and one for soft.

20. You think you can tell the inside from the appearance of the surface?—Well, we are sometimes deceived.

21. But you told the Committee that the Government contemplated soft ground when they provided the plans?—Two alternative plans—one for hard ground and one for soft.

*Mr. McKenzie*: These plans have been provided for ten years past, so that reference to these plans means nothing. There was another point Mr. Blow made. First of all he endeavours to show that the Engineer can compel the contractor to do any extra work he likes at whatever price he likes.

*Mr. Blow*: I think Mr. McKenzie is not interpreting my answers fairly. I must protest, because an effort has been made to put words into my mouth that I did not use.

*Mr. McKenzie*: As long as he admits that the Engineer conferred with the contractor that is all I want.

*Mr. Morrison*: He said at the rates set down in the schedule.

22. *Mr. McKenzie*.] I wish to ask, then, can the Government Engineer compel contractors to continue a tunnel through dry ground or otherwise, or do any other difficult work, at whatever price he chooses?—The line of railway is shown on the plan. I do not go so far as to contend that the Engineer can compel the contractor to construct a line of railway on a different route altogether.

23. Suppose you had a tunnel under a river and you afterwards wanted to alter it to a bridge, do you think that your Engineer could compel the contractor to do it at any rate he chose?—Really the question is so extraordinary—a tunnel converted into a bridge—that I think I need scarcely answer it. My reply is: Certainly not at any price the Engineer likes to offer.

24. Providing the work is similar to that provided in the schedule he can make a contractor do any work as provided at a similar rate?—Yes; and if the work is of a different nature from that shown on the contract plans he can compel the contractor to do it at the price fixed by the Engineer-in-Chief.

25. You said that if the contractor is dissatisfied with the overseer he can appeal to the Engineer, then to the Engineer-in-Chief, from him to the Minister for Public Works, from him to the Premier, and finally to this Parliament. Have you ever known any case in the Public Works Department in which a contractor has made all those appeals, and ultimately come to this House and got compensation?—I have known of cases where contractors have appealed from the local Engineer to the Engineer-in-Chief, and again to the Minister.

26. And afterwards to Parliament?—Yes, and afterwards to Parliament.

27. And then got compensation?—Not as a rule got very much, but I have known cases where the contractor has got something.

28. Do you remember a case I had in 1889 with the Public Works Department?—I do not.

29. Do you remember the case of Forrest and McGee?—Yes.

30. Did they not appeal to the Engineer-in-Chief and then to the Minister and the Premier?—I do not know about the Premier, because I believe at that time the two offices were held by one Minister.

31. And they appealed in a petition to this Parliament, and ultimately got compensation?—They got something, but nothing like what they claimed.

WILLIAM HENRY HALES, Engineer-in-Chief of Public Works, examined.

32. *Mr. Blow*.] You are aware the Makarau contract was let to Messrs. McLean in March, 1890?—Yes.

33. And the date fixed for the completion of the contract was 1st March, 1892?—Yes.

34. Do you know when the works were actually completed?—On the 13th March, 1897.

35. You are aware of the provision in the specification with regard to slips: I allude particularly to paragraphs 2 and 6 in clause 8 of the specification?—Yes.

36. Did you see any of the slips that took place on the contract?—Only one. I might point out that I left Auckland a short time after this work had been commenced, and came to Wellington, but I visited the works twice afterwards.

37. Were you District Engineer of the Auckland District at the time this contract was let?—I was.

38. About how long did you remain in charge of the district afterwards?—Only about a month.

39. You left then to come to Wellington?—Yes.

40. To do what?—To act as *locum* to Mr. Blair, who was ill.

41. And shortly after Mr. Blair's decease you were appointed Engineer-in-Chief?—I was appointed Acting Engineer-in-Chief before his decease.

42. And in due time the appointment was confirmed?—Yes.

43. When you left Auckland who succeeded you in charge of the Makarau contract?—Mr. Vickerman, who was then Assistant Engineer.

44. Was he afterwards raised to the position of Resident Engineer?—Yes.

45. And he still holds that position?—Yes.

46. Who was the officer in charge of the work at the commencement?—Mr. John Witheridge.

47. Do you know how long he remained as officer?—Till the works stopped at the tunnel when the slip occurred; and for some time afterwards nominally in charge, though, of course, the works were not going on.

48. He was afterwards moved to Otago?—To the Otago Central Railway.

49. Do you know why he was sent down there?—Merely because we wanted a skilled inspector there for certain important works that were going on.