

104. Two years would not change sandstone into clay?—No.

105. Where were the boring tools obtained from?—I could not say that; we always keep two or three sets of boring tools.

106. It is the practice of the District Engineer, I suppose, to get information and lock it up—not forward it to head-quarters?—This was not intended to be given as information.

107. Then, what was the object of the bore?—The surveyor wanted to satisfy himself as to what kind of country he was in.

108. As to whether the tunnel was going through sandstone rock, or some other rock, or clay?—Yes.

109. So much for the bore. In that letter of the 13th January, 1896, the District Engineer expressly states his opinion that the origin of that slip that took place was due to no fault of the contractor, but you as Engineer-in-Chief override that opinion altogether?—I do.

110. By your indorsement on his letter you say that it is a charge for the contractor?—I say it is not due to steepness of slope, that is all.

111. It was not due to steepness of slopes so long as the clay was free from water?—Whether free from water or not, it was not due to steepness of slope; it was charged with water, and the water remained.

112. Dry clay may stand like a wall?—That is so.

113. Clay charged with water will not stand?—No; the water floats it away.

114. And you think it a fair thing to charge this exceptional risk on the contractors?—I do not see how the Engineer can get out of it.

115. I know the specifications. They are so drawn that the contractor has no chance in equity if he has not equitable officers to deal with?—The Engineer is bound by the terms of the contract just as the contractor is. He cannot give away the public money when the specification says he shall not.

116. We have been told by Mr. Blow that there was no estimate prepared in Wellington as to the cost of this tunnel. Did you, as District Engineer, prepare an estimate?—There was a rough estimate. We did not prepare an estimate except for our own information, because it was customary to get the contracts out in Wellington previously.

117. That method was not observed in this case. A rough estimate, you say, was prepared by yourself?—Yes.

118. Can you tell the Committee what the amount of that estimate was?—I could not; I have not got it with me. It is in the Auckland office.

119. Will you furnish the amount?—Yes, I can furnish the amount.

120. *Mr. Graham.* Mr. Witheridge was your Inspector in this contract at the time of the big slip in January, 1893?—Yes.

121. And he had been since the commencement of the contract, nearly three years before?—Yes.

122. How long did he remain there after that slip?—I cannot say from memory.

123. Six months?—I should think so.

124. He was Inspector there for six months afterwards, and then he was removed?—Yes.

125. What was the reason of Mr. McGonagle taking his place?—Mr. McGonagle was another Inspector at Maunganoho, at the North Island Railway, and he was considered a good man to take Mr. Witheridge's place.

126. More fit than Mr. Witheridge?—No. Mr. Witheridge was wanted to go to Otago for a special reason of the department, and Mr. McGonagle, being a fit man, was sent for to take his place.

127. With regard to this tunnelling work, did you know anything relative to the experiences of the two men?—I know very little as to Mr. McGonagle's experience.

128. You did not send him there because he had particular experience of this kind of work?—Not at all.

129. Then, you do not trouble to find out what has been the experience of Inspectors when you send them on these particular jobs?—We do not go into the man's history, particularly if the department has known him for a year or two.

130. So long as he is an Inspector you do not trouble to find out his capacity?—Oh, yes, we do.

131. Do you know anything of the relative capacity of these two men?—No; they are of different professions—one is a mason and the other is a carpenter.

132. But with reference to their experience as to the kind of work you had for them to inspect. Surely that would be an important thing to attend to—to send an experienced man to a particular kind of work?—That is why we sent Mr. Witheridge to Otago—because we knew he had experience in the kind of work he was required to supervise there; and that is why we sent Mr. McGonagle—because we knew he had experience in that class of work. The whole thing was arranged in shifting round the Inspectors, as we do occasionally, so that they should fill the hole they were properly fitted for.

133. But Mr. McGonagle has been spoken of as a man of special experience in this class of work?—He has had special experience of tunnels, but not much more than ordinary people.

134. Do you know how many tunnels he has inspected?—I know he has inspected three or four tunnels on the Gorge Railway, but I do not know whether he was the only Inspector employed there.

135. Do you know how many he has had to inspect in New Zealand?—I do not know.

136. If he had said he had had ten, would you say he was wrong?—No, I could not say. I may say this contract did not consist of a tunnel only.

137. We know that. What I wanted to get at was: Mr. Witheridge was not removed from this contract at the time the contractors got into an exceptional difficulty, and Mr. McGonagle was brought to look after the superintendence of that work to its completion at a difficult time. I know he has had a great deal of experience in this kind of work, and I wanted to ascertain how much