

139. He afterwards became secretary, did he not?—I think, about twelve months afterwards.

140. Do you know where Mr. Jack is at present?—I could not tell you. He may be in Mr. McLean's employ for all I know.

141. As soon as you got this information you wrote to the Trades and Labour Council of Wellington?—Some time afterwards.

142. Your motive was just to do a public service?—That was all.

143. There was nothing against Mr. McLean?—Nothing whatever.

144. Do you know Mr. Paddy Webb?—I know him by repute and that is all.

145. *Hon. Mr. R. McKenzie.*] You say that Baghurst was manager for McLean and Sons?—Underground manager.

146. According to the Press report that you put in, Mr. Pryor conducted Mr. McLean's case in the Arbitration Court at Greymouth?—Yes.

147. Did you see in this paper of the 20th November, 1908, Mr. Pryor's statement that Baghurst had authority to dismiss men?—Yes.

148. Would that convey the impression that Baghurst was in some position of authority for Mr. McLean?—I should think so.

149. Was he in Mr. McLean's employ when he gave you this information?—Yes, he was working there.

150. You asked him when he was Mr. McLean's manager, and he was giving you this information to work up a case against Mr. McLean?—He gave it to me thinking it might be of some use in the Arbitration Court.

151. You also assumed—or Baghurst gave you to understand, evidently—that if they met with as much water at the Bealey end as at Otira, this application would be made: this application would be contingent on the quantity of water met with at the Bealey end?—That is practically the statement.

152. Was the Bealey end of the tunnel started at that time?—They had started; the preliminary works were going on. I think they were about to start and break out.

153. You do not know whether the heading was started?—I do not think it was. I think they were then about to start it.

154. Are you a miner?—No.

155. Consequently you would not be in a position to say whether it would be an advantage or a disadvantage to Mr. McLean to drive the whole tunnel from the Otira end, or drive a portion of it from the Bealey end?—It would be an advantage to the contractor to drive from the Otira end only, for the reason that nature would do the work that human beings would otherwise be called upon to do, and with machinery. You could dispense with all that.

156. What could you dispense with?—Pumping-machinery, and so forth, if there is any necessary, and the number of hands employed in connection with it.

157. Supposing you had to drive five miles of tunnel from one end, would it not cost you a great deal more for ventilation than if you had to drive only three miles?—I do not know that it would.

158. Would it not cost you a great deal more to run your spoil out five miles than three miles?—I do not know that it would. It is a down grade.

159. Do you know what progress-payments are made to the contractors on the work?—No, I do not.

160. So that your contention that there is £300,000 of contract money still available as far as the contractors are concerned does not carry much weight?—No; I only assume there is about half the money spent.

161. You said in the Arbitration Court, I think, that they had received £50,000 extra for the water-power plant: where did you get that information from?—I said I assumed they were going to receive an additional £50,000, for the reason that I had a faint recollection of its having appeared in *Hansard* when the contract was let that the Government would take over the electrical plant and power-house at that figure.

162. Do you know as a matter of fact whether they have received anything at all for it?—I am sure they have not, for the reason that the work is not finished.

163. You do not know whether they are likely to receive any?—If they abandon the contract, naturally they will not.

164. So that you are not in a position to say anything definite as to this application for an additional £100,000, except what you have on hearsay?—I did not say there was going to be an application for £100,000. I said there would be an application made for the cancellation of the contract, and that the £100,000 application would follow. That was the statement made to me by the underground manager, alleged to have been given to him by Mr. McLean.

165. That was at the latter end of 1909 or early in 1910?—About then.

166. The date of your letter to the Trades and Labour Council here will give us the date?—Yes, if they have the letter still.

167. *The Chairman.*] In the Arbitration Court, when Mr. McLean said it was preposterous that he intended to throw up the contract, why did you not follow up the question and ask him if he had so arranged or so intimated his intention to Baghurst?—Because it did not bear on the case before the Court.

168. But you began it?—I simply referred to the financial part of it. He made the statement that if he were saddled with the £60,000 the contract would not stand it.

169. He denied that he intended to throw up the contract?—Yes.

170. And you did not pursue it any further?—No.

171. Were you stopped by the Court?—No. Well, I have a faint recollection now—I do not know whether it was at that stage—the Judge remarked that it had no bearing on the case.