

not that written to you because the material was wanted at once?—I do not know. But that timber was not used for seven or eight months after it came here.

193. On the 11th February Mr. Clayton writes to you—"I have just got the voucher, say £326 19s. 3d., which I have signed and sent on. Did you receive that money?—As I said before, no doubt I received all this money.

194. The account is made out to Ben Smith, and the money is received by you under the power of attorney?—It might be so.

195. Now we come to a matter which no doubt my friend Mr. Brandon will rely upon to support his case—namely, that Mr. Ben Smith signs himself "for John Martin" on all occasions when he writes; but Mr. Clayton always addresses Mr. Ben Smith as contractor for Government House.—I never knew that before, and if I had, I should have taken no notice of it.

196. Was that arranged between you and Ben Smith?—Certainly not. I don't think the man ever mentioned it to me. He might have done so; but if he did, I don't recollect it.

197. I suppose whenever Ben Smith wanted material, he came to you for it?—I suppose Mr. Clayton told him what to do, and he came to me.

198. Did he never bring you a letter from the architect when there were orders for changes?—That I did not take any trouble about. Smith has got those letters, if there are any.

199. All these letters in this book were produced at the last investigation into your case. When did you get those from Ben Smith?—I daresay he brought them down, but I doubt if I looked at half of them.

200. Are you aware that Mr. Clayton always addressed Ben Smith as contractor?—I don't know; he used to call him "Smith," I think.

201. Did you not look at these letters? Did you leave it all to Smith?—He was carrying on the work for me.

202. You had implicit reliance on him?—Yes. Knowing that Mr. Clayton and Mr. Vine were also looking after the work.

203. Was it not the Colonial Architect's interest to have the work done in the best way possible, and of the best material?—No doubt.

204. Was it your interest to have the work done cheaply or dearly?—I considered that, as I was working, the cheaper the work with the best material was the best.

205. Was it immaterial to you whether the work cost a great deal or cost little; whether it was carried on expensively or moderately?—Well, as far as my understanding went, it didn't matter two-pence which way it was. I understood I was not to lose any money by it. At the same time, I say distinctly it was done as cheaply as it could possibly be done.

206. How do you know?—I know from the sources from which I got the material, and from the price of the labour.

207. You had a dispute with the plasterers?—Yes, there was one. The plastering was to be done for eight or nine hundred pounds, and I think it cost nearly double that. These men began measuring the work, and Smith said it was wrong; so it was left to arbitration, and they got all their money.

208. During all this time, when you were so anxious to protect the Government from this unjust claim, did you never say to the Government "These men are making this exorbitant claim; I think I ought not to pay it?"—I did not. I left the matter to Smith and Mr. Brandon. Of course, if they had been paid as we anticipated, it would not have been charged against me.

209. You have put down the cost of that arbitration amongst the expenses?—Yes.

210. Would it not have been fair to the Government to have told them about it beforehand?—Well, I did not do it at all events. Possibly I was wrong; but what Smith told me was, that we should not have to pay more than we thought necessary.

211. Then you have been a victim throughout, doing just as Mr. Clayton and Mr. Smith told you? Do you carry on your business in that way?—No; sometimes I use my judgment.

212. Was there not somebody at the other end of the town, named Haslem, who wanted to be paid for bricks?—I know I paid him a good deal of money.

213. You wrote on the 11th March, 1870, offering to supply plate glass instead of common glass; and then again you wrote on the 15th March, withdrawing your offer, because plate glass was not to be used throughout the building. Now, are you not aware that the price of this plate glass had already been decided on between Mr. Smith and the architect?—Perhaps it was so.

214. Here is a letter of the 19th April, 1870, from Mr. Clayton to Mr. Ben Smith, in which he says, "I was surprised to hear Mr. Martin say a few days ago that you had given me notice of extras to the amount of £300." Do you recollect that?—I might have said so. Smith said something about the foundation of the building not being according to the plans and specifications, and that there would be some rumpus over the matter, but I did not take any notice of it.

215. Did not Smith inform you, on more than on one occasion, that there were extras down which Mr. Clayton would not allow for?—He might have done so.

216. Have you not said yourself that there were a great many extras down for which no orders were given?—I believe I have.

217. Was it not one of your grounds of complaint?—Oh, no.

218. Have you not made it a ground of complaint that you had done a great deal of extra work, outside the contracts, without orders?—Just in conversation with Mr. Clayton I might have said it.

219. Then, supposing you did say so, why did you say so?—It did not matter to you; I don't know why I said so.

220. It did not matter to you at all, if you were to be paid for the work?—If I was to talk for a month, Mr. Attorney-General, I could only say that I understood that I was not to lose a farthing by the job.

221. What you say is, that from what took place on the occasion of the conversation with Mr. Clayton, whether the Government is bound by Mr. Clayton's act or not, as a matter of fact you were induced to go on with the work on the understanding that you would not lose?—Yes.

222. And that the estimates of the cost by Mr. Clayton were such as to make it reasonable for