

you to consider that you were in that position?—Yes; Mr. Clayton told me there was a good price for everything, and, as I said before, rather than pay my bond I thought it better to go on.

223. Then it would not matter to you whether the work was extra to the contract or not?—As far as I was concerned I was trying, by taking the trouble to carry on, to save my £1,000.

224. But, so far as the question of payment, it did not matter whether it was in the specification or not?—I suppose so; I can't say exactly; I never thought of it.

225. At any rate, you never said to Mr. Clayton that it did not matter whether he gave you an order or not?—I don't think I did.

226. If you were the person contracting with the Government, and responsible to the Government for the work being done properly, how is it that all these letters were not written to you instead of to Mr. Smith?—I can't tell.

227. You did not complain?—I did not.

228. Did Mr. Clayton keep any account of the materials actually used in the building, or of the wages time of the men?—I don't know.

229. Don't you know he did not?—I presume that Mr. Vine, who was at the building all the time, did so.

230. Do you say that you believe Mr. Vine kept an account of the time that the men were occupied at the work?—I should have thought he would, but I do not know. I should think he would, because he could tell the whole of the material on the ground and the number of men, and would tell Mr. Clayton every day. But I don't know.

231. Did you ever hear of an account being kept, in order that there might be a check upon your account?—No. I don't think so.

232. Under your understanding of the arrangement was it not to be expected that the Government would make provision for checking the amount of material brought on the ground, and the amount of time spent in working it up? Did you ever hear of the Government keeping such a check?—I can't speak positively, but I don't think so.

233. Who removed the unconsumed material from the ground?—It was removed by my orders, and taken down to my place.

234. Did you ever render any account of it to the Government?—It is given credit for in my books.

235. Did you ever render any account of it?—No.

236. Why did you not do so?—There are many things which I find I ought to have done, but which I did not do.

237. Did Ben Smith refuse to allow the Government to have possession of the building until payment had been made?—I think so.

238. Were you present when he refused?—I don't think I was there then. I was up when the policeman was put to take charge of the building. I saw you, I think, on the same occasion.

239. Did you say then that Ben Smith had nothing to do with the building—that he was there as your servant?—I might have said so.

240. On your oath did you ever say so?—I might have said so; but I would not swear positively.

241. Do you not know very well that you never said anything of the kind?—No. I do not know.

242. Was not Smith saying that he would keep possession of the house until the accounts were paid?—Yes.

243. And did you, on any such occasion say, that Ben Smith was your servant?—I might possibly have said so to you or Mr. Clayton.

244. Of course it is possible, but do you say that you ever did say so?—What is the good of my saying so, if I don't know that I did.

245. There is a letter from Mr. Ben Smith for Mr. John Martin to Mr. Clayton, on the 4th May, 1870, claiming for extras for brick work to the foundation and other things. Do you recollect that?—Possibly the claim was made.

246. Have you charged for that extra brickwork in your bill?—Smith will be able to tell you about that. I do not know.

247. Mr. Clayton constantly asks Mr. Ben Smith as contractor to tender for extra work, as on the 5th May, 1870, for trussed girders in the kitchen, and on the 6th May for other things. These were all brought to your knowledge, you being written to at the same time as Mr. Smith.—There is none of those letters that I could have objected to, or they would not be there. We did not want to keep anything secret.

248. Here is a letter from Mr. Clayton to you on the 10th May, 1870, on the subject of extras, in which he says,—“ Mr. Smith has been told, both verbally and by letter, that I cannot entertain any claim whatever for brickwork, and I have not the slightest doubt that no claim for extras can exist in the foundations, but I am ready to admit that the specification reads to admit of a small allowance for the timber. In any case, unless application be made on a fair and reasonable scale, I cannot support it; but on the other hand, if that be done, the fact of an error existing in the level supplied for the preparation of the drawings, in the first instance, would be sufficient reason why I should advise the Government to reimburse the sureties for any extra outlay they may have been put to beyond the deductions made in other ways to meet the error referred to.” In this letter you are distinctly told that you are looked on as surety, and that is exactly three months before I wrote to you. Now, did you say any thing then?—I do not know. By that time the work had progressed very considerably.

249. You say that Ben Smith was acting as your agent. Was it not very curious that letters should be sent to you and to your agent at the same time?—Very curious.

250. There are letters from Mr. Vine to you, on the 13th and 19th May, enclosing copies of letters to Ben Smith about his contract. Can you account for it?—All these letters I took no notice of.

251. The letter of the 19th May says that red pine timber is to be removed, which Smith was causing to be used where totara is required by his contract?—I think I recollect the circumstance. Two little pieces of red pine timber were put in the front of the building.