

465. And the men have not been paid to this day?—No, they have not, I am sorry to say.

466. What was the commission that Mr. Martin was to pay Mr. Clayton?— $2\frac{1}{2}$ per cent. on the amount of work to be done.

467. That was in addition to the commission to be paid by the contractor?—That was paid already.

468. In addition to that, he was to pay Mr. Clayton $2\frac{1}{2}$ per cent.?—Yes.

469. You say that, subsequently to this, Mr. Martin came to you and said all that had been broken off?—All what?

470. All that arrangement with Mr. Clayton?—I never said all that arrangement with Mr. Clayton.

471. Did not Mr. Martin come to you and say he wanted you to go back to the work, and that all that arrangement was broken up?—Yes; but that was on or about the 9th February; and that all was broken up about Mr. Clayton superintending the work.

472. Then you came back to the work?—Yes.

473. Was it in consequence of this note from Mr. Clayton to Mr. Martin on the 31st of January, in which he said he would like to see you and Mr. Martin, as he thought he could make arrangements satisfactory to all parties; was it in consequence of that note that you and Mr. Martin went to Mr. Clayton's office?—I believe that was the time the conversation took place.

474. That was on the Monday after the Saturday on which you failed to pay the money?—Yes.

475. Did not that stop the work?—No; the men came round on Monday in hopes they would get the money.

476. It was in consequence of this letter that you met at Mr. Clayton's office?—I was outside the office. Mr. Martin said, "You stop outside, and I will see Mr. Clayton." I remember walking away when I heard a conversation that did not please my feelings.

477. At that time you had not made a declaration of insolvency?—No.

478. The proposal was that the work should be taken out of your hands under the contract; that Mr. Martin should carry on, and that Mr. Clayton should superintend for Mr. Martin as well as for the Government, and should receive a commission of $2\frac{1}{2}$ per cent.?—That is it, except about the Government. He said that Mr. Vine was a capital foreman of works, and so he was.

479. That was the proposal?—Yes; and I walked away.

480. Was nothing said about referring to the Government in this matter?—That was all I heard; I walked away.

481. It did not take many minutes?—No, not many. I was very wild and excited, and would not have been responsible for what I might have done, in consequence of the remarks Mr. Clayton made.

482. Mr. Clayton was not complimentary to you?—No; you had better believe he was not.

483. Are you aware of some notice in the *Advertiser* about the arrangement being made for Mr. Martin to carry on the work, and to pay Mr. Clayton $2\frac{1}{2}$ per cent., and so on?—I think on February the 9th there was something in the *Advertiser*.

484. Mr. Clayton wrote a letter denying that; were you made acquainted with that letter?—The first intimation I had of that was Mr. Martin coming round and saying, "There is a local in the *Advertiser*, and there is a row with the Government, and I shall have to write an apology about it, so as to save Mr. Clayton; and you will have to come back and see me through it."

485. How do you mean "see him through it"?—He said "I don't understand about building. I have known you for some time, and trusted you with thousands of pounds, and I don't know any one else I can trust." Then I said, "Give me as much as will keep me, and when it is all done give me good wages."

486. Then, whenever you received letters from Mr. Clayton, you took them to Mr. Martin?—Yes, always.

487. Always?—Perhaps not the day I received them, but afterwards.

488. You were acting then simply as foreman of the works for Mr. Martin, and of course always took these letters to him?—Yes. I did not consider myself as contractor, because it was all off. I took the letters to Mr. Martin or Mr. Schwartz, as his man, and I did not do anything in the matter without Mr. Martin's authority and instructions.

489. Although in these letters you are addressed as contractor?—I took word "contractor" as from Mr. Clayton not wishing to insult me.

490. Did you point out to Mr. Martin how in these letters Mr. Clayton refers to the contract as your contract?—No, I did not. The only thing I showed him was just the matter of business. He left everything in my hands. I never used to go into the details about the matter, but acted for him as if he was there himself, and everything addressed to me I took as if it was addressed to Mr. Martin himself.

491. There is a letter written to Mr. Martin about the contract on the 10th of May, in which Mr. Clayton says, "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 levels supplied for the preparations of the drawings in the first instance, would be a sufficient reason why I should advise the Government to reimburse the sureties for any extra outlay they may have been put to." Do you remember that?—Mr. Clayton might write a folio of what he thought fit; I never looked upon it; I looked upon things in Mr. Clayton's letters as matters of business, but whatever was in it of verbiage I did not attend to.

492. Again on the 19th, Mr. Clayton writes to you complaining of some materials you were using, and he concludes in these words,—"A copy of this letter I have caused to be forwarded to your surety, Mr. John Martin." Do you recollect that?—No.

493. Do you recollect having a quarrel with Mr. Martin about money matters while the works were going on?—I don't know what you are alluding to.

494. Do you recollect having a difference with Mr. Martin about the way in which he was treating you in respect to this contract?—I remember Mr. Martin, during the time the £700 was running up, speaking very hard to me about the matter.