

PUBLIC PETITIONS COMMITTEE.

MINUTES OF EVIDENCE ON THE PETITION OF ALEXANDER STITT (PRESENTED IN 1876).

11TH SEPTEMBER, 1876.

Mr. CARRUTHERS, C.E., Engineer-in-Chief, being in attendance, was examined.

1. *The Chairman.*] The petitioner complains that he has suffered loss on account of land-slips occurring on his contract—a road contract. The Committee wish to ascertain whether on any occasion consideration has been shown to a contractor in such a case, either in roadworks or on railways?—It depends very much on the nature of the specifications whether the contractor is paid extra on account of slips or not.

2. In this case there was to be a certain batter?—In most railway specifications it is specified that there shall be a certain batter, and that anything beyond that shall be paid for extra.

3. In case of the batter being altered by the Resident Engineer, a contractor would be paid for the extra work?—Yes.

4. In this case was there any alteration of the batter?—No; the slopes were specified.

5. What were the specifications as to slope?— $\frac{1}{4}$ to 1, and $\frac{1}{2}$ to 1—3 inches to the foot, and 6 inches to the foot. I do not remember the slopes with absolute certainty, though.

6. Was the ground in a condition to stand at that?—Generally throughout that road it would. I did not have my attention particularly drawn to the ground, but I rode along the road, and my memory is that the banks would stand at that.

7. At Taranaki 1 to 1 is the steepest?—The result showed that in places on this road it would not stand—in fact, whatever slopes were put there, there were sure to be slips.

8. What was the nature of the country?—Very precipitous and rocky.

9. No clay?—There was clay alongside, but the road went principally through volcanic rock.

10. What was the amount of extra work this man had to do in consequence of the slips?—I asked Mr. Dobson, the Resident Engineer, to report upon it, and after examining it he said about £800 worth of work had been done.

11. Do you know of any cases in which there was a similar slope?—The roads generally are made under similar specifications, and there have been similar claims to this, but I do not know of any compensation having been given. Certainly I do not know much of the details in respect to roads: Mr. Blackett generally sees to roadwork.

12. Do you know of any railway on which there have been slips, and an addition to the lump sum asked for?—No.

13. It has been mentioned to the Committee that money was paid on account of slips on the Oamaru-Moeraki Railway. Is that so?—In that case there was a distinct specification. It was specified that if the slopes did not stand at the batter specified the contractor was to be paid for everything outside the specified slopes. Generally speaking the contractor takes the work with the risk as to slopes standing.

14. Do you think, taking all things into account, this is a fair case for compensation?—I do not know enough about the work to give an opinion. I do not see anything special in the case. He should have gone on to the ground and taken out his quantities.

15. *Hon. Mr. Reynolds.*] He undertook to construct the road for a certain sum, irrespective of what the slopes were to be?—No; he undertook to do it at certain specified slopes.

16. Did he carry out the work to those slopes?—No; there were slips which he had to remove.

17. In the event of his finding out that the specified slopes were not sufficient, was he bound to give a larger slope?—I think so, under the contract.

18. When the slips took place, do you know whether the slopes were in accordance with specifications?—It was probably never sloped at all. When country is going to slip and once begins, it goes altogether before you come to the specified slope.

19. You have read this petition. It says, "Your petitioner brought his case before the Chief Engineer when he was in Westport; and, after consulting with Mr. Dobson, the Chief Engineer said the clearing of the slips from off and the maintenance of the completed portion of the road after they were ready to be taken over ought to fall on the Government. He said, further, that he would instruct Mr. Dobson to estimate the value of what he had done and he should be paid for it." Is that allegation correct?—No; very far from correct. Mr. Stitt, seeing me down there, put the case before me, and I talked the matter over with him; but I had not a sufficient knowledge of the case to make any promise. I said I would get Mr. Dobson to report and say what he was entitled to, if entitled to anything. Certainly I made no such promise—in fact I could not have done so.

20. You did not say any portion of the expense should fall upon the Government?—No; it would have been improper for me to do so, because I had no knowledge of the case beyond his own statement.

21. Did you see the work?—I rode along the road, but did not visit it with reference to this claim.

22. He did not point out the work?—No; he was not with me.

23. Here is another allegation: "Mr. Dobson did estimate the value of clearing and maintaining the road, and recommended that your petitioner should be paid £800." Is that the case?—Mr. Dobson estimated the extra work beyond what the contractor might have expected at £800, but I do not think he made any recommendation. However, the papers can be got from the office.

24. He also says Mr. Evans, the then District Engineer for the Government at Westport, after examining the work thought £3,000 should be paid for work done outside the contract?—I never heard of any such recommendation being made. If made, it was made after Mr. Evans left the Government service. He never had anything to do with the roads. It was not under his charge at all.

25. *Mr. Shrimski.*] When the slip took place, did he make any report to the Government?—I think not.