

26. Supposing the slip had come down after the certificate was given and the work taken over by the Government?—Then the Government would have been responsible for repairs, because the contract would have been at an end.

27. Was not the contract for the Oamaru and Moeraki Harbour Railway similar to this?—No; it was specified in that contract that any slopes more than 1 in 1 should be paid for extra.

28. *Mr. Dignan.*] Is there any sum set aside, when a contract is let, to meet such a contingency as this?—No.

29. Is there any discretion left to the Resident Engineer to certify for such extra work as this?—The Resident Engineer sees that the contract is carried out, and has no power beyond the contract. In fact, the Minister for Public Works only has power to certify for anything not actually included in the contract. The Resident Engineer or I may recommend, but the Minister has to approve.

30. The material brought down by slips could be used in another part of the road?—No doubt, if it was required; but he may have made his banks.

31. *The Chairman.*] I understand this was a side-cutting principally?—Yes.

32. *Mr. Shrimski.*] Do you think the matter ought to be recommended to the Government for favourable consideration? Do you think he is entitled to consideration?—I do not see anything peculiar in the case.

33. *Mr. Tole.*] Do you think it a legitimate risk which the contractor should take into account in making his tender?—I think it is. For years the roads all through the colony have been so tendered for. The custom has always been for the contractor to include the risk of slips and then abide the consequences of his contract.

34. You do not think this a special case for consideration?—No; because there are hundreds of similar cases.

35. *Mr. Richmond.*] Do you know of any case where a contractor has received compensation on account of an extraordinary number of slips?—No, I cannot remember any case. I have telegraphed to various District Engineers to find out if any such cases are on record. The District Engineers at Westport and Taranaki have replied in the negative; and the District Engineer of Wanganui, who was in Wellington, has told me he knows of no cases where extra payment was made on account of slips. The other Engineers have not had time to reply.

36. No application?—There may have been applications; but nothing has been given.

37. *Mr. Murray.*] Were there plans and specifications for this work?—Yes.

38. Could the contractor, from them, satisfy himself of the practicability of carrying the work out?—No; it would be necessary for him to go and look at the ground.

39. From your knowledge, can you say that the specifications were such that a contractor could carry them out on ground of the character this ground appears to have been?—It was a question of calculation for the contractor.

40. Do you not think the slips were due to an error in the plans?—No.

41. Do you not think it the fault of the department in specifying a batter which would not stand?—The specified slopes generally stand. The same slopes are given for most roads. If we prepared specifications with slopes so flat that slips could not occur, we should have a batter of 5 to 1 in some cases.

42. There is a difference in the standing quality of ground?—Yes.

43. Is it possible to give the same batter for all ground?—No; in this particular case there were two batters.

44. Are you aware whether the contractor in this case informed the department of the slips, and inquired how he should proceed?—I am not aware of it. If he did he would have been referred to the local engineer.

45. If the engineer contracts to do what is impossible, is he supposed to be compelled to do the work he has contracted to do?—Legally he is liable to be held to his contract. A case was recently tried in England in which the engineer had prepared specifications impossible to fulfil, and the Court held the contractor must keep to his contract.

46. Do you remember the details of the case?—No.

DEAR SIR,—

Public Works Office, Wellington, 25th September, 1877.

Please hand this to the Chairman of Public Petitions Committee, the subject being the claim of Alexander Stitt, Westport, for certain slips on his road contract in Buller Valley.

Below are the replies from various District Engineers to my question as to whether in any case "slips had been paid for as extra." These replies will show that my impression stated to the Committee that in one or two cases they had been so paid for was incorrect.

B. T. Chaytor, Clerk, Public Petitions Committee.

I have, &c.,

JOHN BLACKETT.

(Telegrams.)

1. I do not know of any case in which contractors have been paid for slips during construction.

A. C. TURNER, Tauranga.

2. *Re* Government Road Contracts.—In no case where slips have occurred during construction has contractor been paid anything extra.

O. CARRINGTON, New Plymouth.

3. Do not know of any case in which slips were paid for.

A. D. DOBSON, Westport.

(Verbal.)

4. In no case have contractors been paid for slips on any work under my charge on West Coast roads.

W. H. HALES, Wanganui.