

Dobson, officially in May, 1866, a copy of which report was sent to us?—Yes; I had learned that in *Mr. Montgomery*.  
1868. I have not seen the report.

239. Are you aware that from that day to this we have never ceased to make the claim, that it was continually renewed, and increased as the work went on?—You kept on renewing it, but I do not think you made it until some years after the work had been commenced. 28th Nov., 1877.

240. Are you aware that in 1867, while this dispute was going on, we were called upon to send in tenders for the supply of some of this same material in a different place to that in which we were placing it, to place it in a certain direction altogether beyond the line of our original contract?—I believe there was such a contract entered into, and it was carried out.

241. Are you aware that the price we were paid was one shilling a yard higher than this claim because there was a little extra haulage?—I am not aware of that.

MONDAY, 3RD DECEMBER, 1877.

Mr. E. DOBSON, C.E., examined.

*Mr. Dobson.*

242. *The Chairman.*] You were engineer for the Lyttelton Railway contract?—Yes.

243. When the petitioners had the contract for its construction?—Yes.

244. The original contract was for £24,000?—Yes; that was the amount of Holmes and Company's contract.

245. Before that was completed, we understand there was a deviation from the original contract?—Yes; the deviation of the tunnel was altered.

246. When was that agreed to by the contracting parties?—I think it must have been at the end of 1862. I could not say exactly unless I referred to the papers.

247. What was the nature of the deviation?—It was to make the tunnel straight instead of curved. The alterations were all at the Lyttelton end.

248. Had anything been done at the Lyttelton end when this deviation was made?—The drives had been begun. The heading had been driven on the curves.

249. That work was done away with; it was lost?—Yes.

250. Was the agreement for this deviation reduced to writing?—No; the contractors expressed willingness to make the alteration, and do all that was necessary, for a sum of £5,000. The Executive gave me verbal instructions to get the alterations made, and a vote for £5,000 was taken in the Provincial Council.

251. What was to be done for the £5,000?—It was to include the whole cost of altering the tunnel.

252. Did it refer to the tunnel only?—To nothing else I believe.

253. It was extra work?—I should not call it extra work; I should call it alterations.

254. Could you give us a detailed statement of the work done?—No; not without having my working plans before me. It was a very complicated work; there were two water courses and three public roads to be dealt with.

255. In the plan before the Committee, it appears that under the original contract, some reclamation was to be made seaward of the tunnel mouth?—Yes; that portion marked red in pencil.

256. This sea wall (on the face of the embankment) was to be of stone taken from the tunnel?—It was not a sea wall at all; it was simply an embankment. That is to say there was no masonry; it was simply rubble stone thrown into the sea.

257. Could you tell the committee how many cubic yards of stone it involved?—No; not without the plans; the quantities were all carefully taken out on them.

258. It appears to be about 30,000 cubic yards to me by the section of the work; could you say approximately?—No.

259. What was to fill in this land which was to be reclaimed?—Partly the stuff out of the tunnel and partly the stuff from the excavation near the mouth.

260. The filling up had to be done by the contractors?—Yes.

261. After the alteration was decided upon, the original line of embankment was extended further seaward?—Yes; They tipped the stone all along the outer line shown on the plan.

262. Supposing the original contract had been carried out, the line of reclamation would have been thus shown on the plan, and marked red in pencil?—Yes.

263. What would then have been done with the surplus stone?—That was a question for the contractor entirely; he would do what he pleased with it. The contract was drawn in such a way as to relieve the Government of any expense in connection with the surplus. If it had turned out bad the Government might, unless such a provision were inserted, have been put to many thousands of pounds expense; therefore I specially guarded the Government against that contingency. Of course, if it were hard rock it would have been good to the contractor, although there would have been the expense of cutting through it.

264. Was there no agreement as to the land the spoil was to be put upon?—The Government were bound to find land when required by the contractors, but the contractors were bound to pay for the cost of such land.

265. Supposing the contractors had selected land to the east of the reclaimed land, what then?—The Government would not have allowed them to take that land, at any rate not the freehold of it.

266. Where would they have found land?—That I do not know; it had nothing to do with us. That was matter entirely resting with the contractor.

267. What was the number of cubic yards between the first reclamation and the second?—I could not say exactly. When I reported, it was about 30,000 cubic yards, but I believe there has been more added since then; 30,000 was the quantity I thought necessary to give a proper curve. Originally my idea was to make the station in a straight line from the tunnel.

268. Where is the present line of reclamation?—Seaward of the original line as shown on plan. It was estimated that the quantity to be filled in would be 30,000 yards additional.