

1864. I would like to ask you the same question that I put to Mr. Gore, jun., but to which I do not think he gave a very satisfactory answer. It is about the General Conditions. Did you consider, according to the contract, that you would be expected to drain the work during the progress of the contract? I think in clause 19 there is a special clause that works must be effectually secured during construction, which means, of course, that they must be effectually secured by the contractor?—No doubt, sir. I think that you will find that a length of drainpipe was put to each downpipe. I realise that I had to keep the roof and the foundations clear, as far as I had control over them; but you must bear in mind that in this special case there was a large quantity of earth excavated both in front and back. It was beyond my control, and I should not be put to the expense, necessitated by other people's work, of draining it.

1865. Were the excavations all carried out by you?—That was a separate contract altogether: the one was under the General Government and the other under Mr. Lawson.

1866. We have never heard of that before. You had, I understand, a separate contract for the excavation?—Yes; and I will give you a proof that it was so. My schedule-price for excavation was 1s. 6d. per yard, but Mr. Blair cut down the price to 1s. 4d. In that matter he has "had" me very nicely to the extent of several hundred pounds.

1867. Do we understand that the whole of that excavation, except the trenches for the foundations, were carried out under a separate contract?—Yes.

1868. Then this is not a part of that at all?—No.

1869. What you mean is that the site will be levelled by the proprietors?—By the Government. You will see that there is a contract price for excavation. I think it is a complete contract. As I said just now, my schedule-price for excavation is 1s. 6d. per yard. If it had been done under the contract I should have had 1s. 6d., whereas I actually received only 1s. 4d. I may say, in continuing my answer to your question, that at the time this flood occurred the back-wing drainage was done by another party there excavating beside myself—a Mr. McCoombe, of Oamaru—who was making a road. It would be impossible to hold me responsible for that.

1870. While you were carrying on the work, was any question about the drainage raised by anybody?—Nobody but myself and Mr. Brindley.

1871. You never received any orders about carrying out the drains?—Not for a considerable time—at all events, not for many months—when we received orders to put in a drain in the centre block. We put in a 6in. pipe, and the water was running for some hours.

1872. Was that after the masonry work had been taken up to some height?—After the roofing was on.

1873. During the progress of the work what did you do?—As far as I could I kept open drains, but they got filled up. In the first place, I put in a box-drain at my own expense.

1874. *Mr. Mountfort.*] Were you aware of any settlement in the building in February, 1882?—Are you speaking of a vertical settlement?

1875. Yes?—I am not aware that even up to the present moment there has been any vertical settlement.

1876. I am now going to ask you where the end gable is. I have got a memorandum on my notes that the end gable has steadily shown slight settlement. I wish you to show me that end gable in 1882?—It is this gable [indicating on plan]—the turret. There was a slight settlement there.

1877. That is where?—The upper part of the building.

1878. Precisely. Then it was a movement in 1882?—Yes; but I cannot say the exact date. But it was not in the foundation; it was, in fact, a sort of spreading. There were some iron bolts put in to check that.

1879. *Mr. Blair.*] You say, Mr. Gore, that it has been insinuated that the concrete was reduced for your benefit?—Yes. I infer that, from what has been said in Parliament, and from the way the matter was spoken of in the House of Representatives by the Hon. Mr. Mitchelson, who, speaking as the head of the Public Works Department, said that if the foundations are found defective, the Government would hold the contractor—that is me—legally liable. I infer that that is the intention; it is even a direct threat to me. At all events, I look upon it as such.

1880. But that is an inference?—It is not an inference; it is a direct threat.

1881. Have I insinuated anything of the kind in my statement?—No. I am not alluding to you, but to what the Hon. Mr. Mitchelson stated in the Assembly.

1882. I thought you wished the Commissioners to understand that I insinuated it?—If it is tantamount to saying that you have a personal *animus* against me, then I say that I do not think you have.

1883. Now, with reference to this overflow of water: Do you remember on one occasion my meeting you on the Waitati Railway-station, when you were going out and I was coming in, and my making a remark to you about that same drain?—I have met you on one or two occasions.

1884. Do you remember the animated discussion we had about that overflow of water into the foundations?—I remember coming down in the train and that we got out at the station. It was the same afternoon that you had been at Seacliff. I had been away to Timaru.

1885. Do you remember our having an animated, not to say warm, discussion?—Yes.

1886. Did I say that you had failed in your duty as contractor, in not keeping that back drain open?—Yes.

1887. I said that the foundations had to be drained, did I not?—Yes.

1888. Was there anything said by me as to paying for that drain?—You said that if I made the drain I would be paid; that you would pay it out of your own pocket if no one else paid it.

1889. Have you ever charged me with it?—I did not.

1890. Have you made out your bill of extras without making a claim for that? I may ask, first, are you in the habit of doing extras without making a claim for them?—I have done so, often.