

I did not charge for those cement-bonds, which run into a considerable sum of money. There has been a great deal of cement put into that building for which I have not been paid. I have not been paid one penny for the cement in the front.

1891. Did you get any written order from me in reference to that drainage?—No.

1892. Can you fix the date of McCoombs' contract?—No, I cannot.

1893. McCoombs' contract was for making a road behind the asylum. He had to excavate partly to make a road there, had he not?—This road came to where the butcher's shop has been erected.

1894. Was that excavation made for any purpose whatever, except to make that road?—I cannot say. That road drained the ground at the back. I know he had to put in culverts in order to drain it.

1895. Do you know that the road was in progress at the time that that flood occurred?—I believe it was, but I cannot speak positively. My impression is, however, that Mr. McCoombs was working there at the time, because the building was getting very well on towards completion then.

1896. You stated that while you had one contract for excavating trenches with Mr. Lawson, the other contract was with the General Government?—Yes.

1897. You do not recognise Mr. Lawson as separate?—I do not recognise Mr. Lawson in the earthwork.

1898. But you recognised him in the building?—Yes; and in proof of that there is extra excavation of the site, that was originally intended to be done by the Government, but which was carried out by the contractor. There it is in the final certificate, £2,604.

1899. Was this excavation not considered as purely an extra?—I never considered it so, or I should have claimed it at 1s. 6d. per yard.

1900. Was it not paid for in the final certificate?—There was always a separate certificate.

1901. Was it paid as an extra in the contract?—I never recognised it as that.

1902. But, as a matter of fact, was it not paid?—That is one of my claims that I may yet have to bring into Court. I did not get possession of the ground as contractor for a very considerable time, and was consequently delayed. I looked on it as two separate contracts, and hold them to be two separate things.

1903. But you may have a claim against the contractor for the earthwork——

1904. *The Chairman.*] Do I understand from you, Mr. Gore, that you had a contract for excavation before you signed the other contract?—No; but before I commenced the building.

1905. You were then already contractor for the building?—Yes; the price was fixed by agreement. I wanted 1s. 6d., and Mr Blair thought 1s. 6d. was too much; and eventually we fixed it at 1s. 4d. The amount of the earthwork was 39,630yds, and that quantity, at 1s. 4d., has been charged in the contract. Allow me now to give you an explanation in regard to that excavation. Some seven or eight months had elapsed after the signing of the contract for the building before I got to work at this excavation. I was getting so wearied on account of the delay, and consequent expense I was incurring, that I was glad to do anything to get possession of the ground; so I took this offer in order to facilitate getting on with my own work. But I always looked on them as two separate and distinct matters. There may be a legal point about it yet. I still hold that I was entitled to be paid the amount I should have received as under my contract. If it had been a losing price Mr. Blair would not have considered me in the matter; and if it was a big price he had no right to cut me down to 1s. 4d. I hold that it has nothing in the world to do with the building contract.

*Mr. Blair:* That price was for the excavation of the trenches, which, as we all know, is a very different thing from simple excavation.

*The Chairman:* That amount includes filling and ramming; that does not allude to simple excavation.

*Mr. Blair:* As a matter of fact, sir, he got too much for it.

*Mr. Gore:* What about the stumps? You did not act squarely with me over this.

1906. *Mr. Skinner.*] Do you consider that the present defects in the building at the northern end arose from the want of deeper foundations?—I should hardly like to give an opinion.

1907. Whether they arose from the want of deeper foundations, or from the slippery character of the ground, or from the want of proper draining?—Perhaps a man would want to be a geologist before he could give an answer to that; but I do not think that the depth of the foundations had anything to do with the slips, unless you had gone down to the bed-rock; and even then I do not know whether you would have stopped it. My own impression is—but I have not seen the building for four years—that the wall has not moved so much at the bottom as that the ground had moved in a north-easterly direction. That is my impression of it—hence accounting for these cracks.

1908. But that is all supposition?—Yes; I am not a geologist, and, therefore, can know nothing about it.

1909. Do you think that if the foundations were taken down to the bed-rock the defects might have been prevented?—It might. But I do not think it is a vertical settlement at all.

1910. Do you consider that it arises from the slippery character of the ground?—If they had taken the foundations down to the bed-rock I still believe that they would have had to put drainage in.

1911. Do you attribute it to the slippery character of the ground?—I do. I know that the ground at the back here [indicating on plan] was very slippery indeed. Why, I had to put a slope on it. I forget now what it was, but perhaps Mr Ussher will give it. My impression is that it was  $1\frac{1}{2}$  to 1; certainly it would not stand at 1 to 1. This ground is very loose. There is no doubt of it having been an old watercourse; there is, in fact, every indication of it. Mr. James Donald has described it as coming down here [indicating on plan], but my impression is that it did not come so