

Ussher, when this difference was found out in the footings—the discrepancy between the contract and the work as actually carried out—did Mr. Ussher not communicate with you on the subject?—Of course. I read the letters Mr. Ussher wrote me.

2216. Very well then, did that look as if I carried the secret in my bosom for about three years?—I do not know. It was not me you told anything about it.

2217. The Department has been accused of concealing, and I am anxious to remove that?—I cannot do it; you will be able to do that yourself.

2218. I want to ask Mr. Lawson whether this was concealing when he was at once informed of it?—I was not informed of it.

2219. Did Mr. Ussher not communicate with you?—No, not about that.

2220. I will put Mr. Ussher's letter in?—I put the letters in; they are in now.

2221. The letter in which he states there is a step which causes a reduction of some inches from the depth of the concrete shown on the plan. We at once communicated with you on the subject?

*Mr. Gore*: Will you kindly say which you mean?

2222. *Mr. Blair*: The ambulatory walls. I wish to show that we informed Mr. Lawson whenever we discovered it?—The letters I received from Mr. Brindley I put in and read, and they show nothing about it.

2223. This is not Mr. Brindley's, it is Mr. Ussher's; in 1885 we communicated with the architect on the subject: With reference to the so-called scamping, do you consider the concrete at the bow-windows in accordance with the contract?—No, I do not.

2224. What would you call that—scamping?—No, I would not.

2225. What would you call it?—I should call it a misadventure, from the look of it. I will explain what I mean. These trenches were cut and left, say, during the night, and in the morning the workmen would begin putting in the concrete, probably without looking to see whether the trenches had swelled in the wet anywhere. Mr. Brindley might not have been present just at that moment, and they might have gone on putting in the concrete without noticing it, and the bulge in the clay is represented by the hollow in the concrete now. That is what I should say it was, and it is the most likely thing I can think of.

2226. That is the probable cause?—The most likely and probable cause.

2227. Would it not be very strange to find the same bulge in both windows?—I do not know that it is. They are jutting pieces that probably would not be looked at with so much care as the main walls. It might happen in five minutes' absence, and no one ever have the opportunity of seeing it. Mr. Brindley will be able to answer the question. That is my explanation; I have not asked any one about it.

2228. Is that the kind of work you intend to get by treating contractors in a quiet, kindly, but firm manner?—You need not ask that question; that is simply silly. I am not here to reply to nonsense.

2229. Did you notice a big boulder lying in the concrete of the north ambulatory: we all saw it?—Yes.

2230. Would you consider that in accordance with the contract?—I cannot say my attention was directed to it. I heard you speaking of it afterwards, but I did not notice it.

2231. Suppose we found a boulder 15in. in diameter lying in the concrete, would you consider that in accordance with the contract?—It would altogether depend. It might be such a large boulder that it would be very injudicious to remove it. I do not remember about the thing. Mr. Brindley will explain that also, I have no doubt.

2232. In connection with this north wall and the bad foundation?—Which north wall?

2233. The north ambulatory. Did Mr. Brindley ever suggest to you the building up of the arches in the ambulatory in order to make a better job?—Not that I remember. He may have done it. I would not say he did not, but I have no remembrance of it.

2234. Did Mr. Brindley, with the object of making these pillars in the ambulatory stronger so that they would carry a heavier weight, get them built in cement instead of lime-mortar?—It was done.

2235. Was it done upon your suggestion or Mr. Brindley's?—I do not know whether it was done at Mr. Brindley's suggestion or my own, but it is specified that any part that was required should be so done.

2236. Is that specified?—Any part that is necessary.

2237. Could you under the contract have had all this done in cement instead of lime-mortar?—You must carry out things in reason.

2238. Could you under the contract have ordered the Contractor to do any portion you liked?—If Mr. Brindley or myself considered it essential that it should be done.

2239. Would you kindly point out the clause of the specification?—It says "portions of the building may be built in cement." You know it says it, do you not?

2240. No, I do not?—Well, it says it then.

2241. Will you kindly point it out?—I do not notice it. Anyhow, it was our understanding in the matter.

2242. Your understanding?—Yes, and from the terms of the specification.

2243. It was a very large item to have simply an understanding on?—Oh, no! I do not think so, because we were not unreasonable in the matter. Any parts specially requiring cement and additional strengthening. At any rate, it was done. I would not say, nor can I say, that it was done at Mr. Brindley's suggestion or mine. I believe Mr. Brindley did suggest it.

*Mr. Skinner*: It appears in the specification under the heading "Grates and ranges."

2244. *Mr. Blair*: Could you under that insist upon the Contractor building the pillars of the colonnade in cement?—I may say, that these headings I am not responsible for at all; they were put in in a different way from what I intended.