

2522. Then you think a 3in. outlet sufficient to carry the water off?—No, I do not.

2523. What I want to find out is this: there is a 3in. outlet there at present that is expected to carry off 27 square feet of water. I understand that you do not think that this is sufficient?—No, I do not.

2524. *The Chairman.*] I understood you to say yesterday that the substitution of brickwork for concrete in the middle wall was made by arrangement with the Contractor?—It was. The arrangement was made by Mr. Lawson himself with the Contractor, and that gave rise to that question about the back wall. I always maintained that that back wall went down in all cases.

2525. To the same level as the others?—To the same level as is shown in the cross-section.

*Mr. Gore:* But that section shows only one end.

2526. *The Chairman.*] You were always of the opinion that the contract included the whole three walls to be built to the same level as is shown there?—Yes; as I have already said, it was then that the question arose about bad concrete being put in, but I was overruled.

2527. It was, however, put in in brick?—Yes.

2528. The brickwork was built with lime-mortar. Was the concrete made with Portland cement?—Yes.

2529. And the difference in price between them was considerable, was it not?—Yes; I should think it was.

2530. Was any reduction made by the substitution of brickwork?—I cannot tell from memory. That was the sticking-point right through in the settlement of accounts.

2531. Look at that wall: it shows 18in. of brickwork, and there is 13½in.?—Yes.

2532. The schedule-price for brickwork was 39s. per cubic yard or £22 per rod, and for cemented concrete 50s. per yard?—Yes.

2533. Now, £22 per rod is equal to a little less than 1s. 6d. per cubic foot; on the other hand, brickwork was considerably cheaper, it being 4d. per cubic foot?—Yes; the one is about 40s. as against 10s.

2534. What I want to find out is: was there any material reduction made in the arrangement that was come to for the substitution of brickwork for concrete? I might ask you had you anything to do with making up the final certificate?—Yes.

2535. In negotiation with Mr. Lawson?—Yes; there was a lot of correspondence of mine about it, showing what I considered to be fair deductions.

2536. There was a question about penalties. Mr. Lawson, in a letter he wrote, shows that the accrued penalties amounted to £13,600, and the allowances he recommended to be made for delays in consequence of shifting the site were equal to £100 a week, or £5,000; so deducting that there was £8,600 for accrued penalties. But, for many reasons, which he gave in his letter, he recommended the Government to remit them?—All I can say in regard to that is that is the key to a long story.

2537. I want to find out if you knew anything about it?—I knew in the first place that for that centre-block thirty months was allowed for the building of it, when that was the time intended to be allowed for the whole building.

2538. Was that the time allowed in the contract-papers for the whole building?—The whole lot was tendered for as one tender, and the time given was thirty months; and that, I take it, was the time meant for the whole lot. As a matter of fact, the thirty months were allowed for the centre block, and the whole of the works were not completed for five years. You will find several letters of mine calling attention to the slow rate at which the work was going on.

2539. In that final certificate extra allowance is made for various works that were carried out, amounting to £2,123 17s. 6d. These extras are on account of shifting the building, but are chiefly for concrete. What I want to ask you is whether all that concrete work and the shifting of the building was measured and paid for as an extra. Did you measure up the work?—That is in regard to the foundations you mean?

2540. Yes?—Mr. Dick measured them with me, but all the papers were signed by me provisionally, because I never would consider that back wall as an extra at all.

2541. Still you included it in the final certificate?—Yes; but under compulsion. In putting my signature to the final certificate I did so under protest.

2542. In measuring up the concrete in the foundations, I presume that the whole of the work as it was put in was measured, and the contract amount, based on what is there shown on the drawing, was deducted?—Yes, in accordance with Mr. Gore's reading of the plans.

2543. And payment was made for the difference as extras?—Yes.

2544. That is the way that the extra contract was arrived at?—Yes.

2545. In working that out the concrete in the middle wall was not taken notice of?—There was an allowance made for the brickwork; and, if I remember rightly, the difference between the two, was taken off. I have not the figures now, but I am not certain if I have kept them in that book.

2546. All the work on the foundations, as actually constructed, was measured from time to time, and from those measurements the final certificate was drawn up?—Yes.

2547. There have been some papers put in containing measurements of the concrete in the centre block, and you have noted in the corner "examined," and attached your initials?—Yes.

2548. Does that mean that you have been through the quantities and dimensions, and that they are correct?—Yes. There was very little difference between Mr. Dick's measurements and my own.

2549. Were you content that they were correct?—Yes, as it states it was examined by me. There was, as I have said, very little difference between us.

2550. Were these measurements [handing document to witness] made by Mr. Forrest?—Yes, these further ones were. He was getting out prices for the settlement of the contract.