

2620. You have also said that you made a special plan for Mr. Dick at his request?—Yes.

2621. Was not that plan for the purpose of showing the depths of the foundations?—Yes.

2622. And not for the setting-out of the work?—It was for setting-out the work.

2623. It was not for Mr. Dick to figure his depths and sizes for the foundations, but for the purposes of measurement?—I do not think so, simply because he would not take the figures as I gave them to him.

2624. You know Mr. Dick?—I do.

2625. Do you know his abilities as a mechanic or artisan; do you think he is a competent man?—In a certain sense I do not.

2626. You do not?—I do not, and I will give you an instance why I do not. He tried to make —

2627. That is not what I am asking you about. Is he a competent man as foreman?—Taking him all round he is.

2628. Do you know that he has been a Government Inspector of Works?—He may have been.

2629. Was he Inspector of the Town Hall here?—Yes.

2630. Then he has had some experience?—Yes.

2631. He is a little hot-tempered, the same as myself?—Yes.

2632. You think that Mr. Dick was trying to put you to inconvenience, for that is what I infer from what you have said?—It almost amounted to it.

2633. You have stated that you had to stop the certificate before you could get that foreman discharged?—I had.

2634. Do you not know as a matter of fact that he never was discharged?—Well, it amounted to this: he or I had to go. If he had not gone I should have left the job.

2635. You told me that afterwards on the work?—Yes.

2636. Now, was the certificate ever stopped?—It was for a month. I did not pass it.

2637. When was that?—In the early part of the job.

2638. Was that not really on account of no work being done then?—No; it was on account of Mr. Dick.

2639. Well, I have not the slightest recollection of it. I think it was simply because there was no work done, because we did not get possession of the site for the building. Did you ever know me to complain about your keeping money back from the certificate?—Oh, yes!

2640. Now, as a matter of fact, did I not receive a good deal beyond what was due under the contract in one month?—I doubt that. As a matter of fact, at the end of the job, for the size of it, up to the time of clearing up, there was very little over and above what was due under the contract.

2641. Do you not know, as a matter of fact, that in one month I received £1,000 over and above any work done by me about the building?—That may have been on account of something.

2642. Have you ever heard before the statement that your certificate amounted to £1,000 more value than all the work that was done for that month?—No, I did not. There may have perhaps been some £200 or £300 of small things in the clearing up.

2643. I will now read you a letter which I wrote to Mr. Lawson: "5th July, 1881. R. A. Lawson, Esq., Architect.—Dear Sir,—There is evidently an error in the last two certificates for Seacliff contract. I was at Seacliff on Saturday and to-day. I did not see Mr. Brindley, but left a note for him this morning requesting him to give me a copy of the quantities he has based his certificate upon. As the Clerk of the Works has not consulted me (during the last six months) in taking the measurements or inquiring the quantity of materials placed on the ground, on consideration it appears to me I have applied to the wrong party. I therefore beg to request you will be kind enough to supply me with a copy of the quantities in order that I may check the errors. I may mention in the June certificate £50 is deducted from materials and plant, whereas I can produce receipts showing the value placed on the ground exceeds the total amount of the certificate passed.—Yours faithfully, JAMES GORE." And I ask you is that true?—I remember something of that.

2644. Do you now believe that at that date you kept back money from the certificate?—I did not do it intentionally then. If it was done, it was done unbeknown to me. But that has nothing to do with what I said about Mr. Dick.

2645. You state that the foundations of the wall under the ambulatory is built 3 by 3?—Yes.

2646. What does that plan [No. 3] purport to be?—The foundations of the ambulatory piers.

*Mr. Blair*: The foundations are coloured as they now exist.

2647. *Mr. Gore*.] From your knowledge of what foundations were put in can you say that that plan, as coloured, shows the foundations as they exist?—No, not as they were set out.

2648. You do not think that they were put in in that way?—I do not think that they could have been put in like that.

2649. What does it show?—It shows only a projection of 2in. beyond the line of the base.

2650. What dimensions does it show?—About 3ft. deep.

2651. From that plan, supposing that you did not know the thickness of the wall, could you calculate the cubic contents of the concrete? *Mr. Hay* has, however, sworn that this wall will only bear half the weight of that design, but he also had to admit, or did admit, that he never measured the thickness of the wall. Under these circumstances could you take the cubic contents of the wall?—Decidedly not.

2652. If you only have two dimensions?—That would only give you the superficial area.

2653. If it only gave you the superficial area could you calculate from it the number of cubic yards in it? Could you tell from that the breaking strain?—Most decidedly not.

2654. Then from that plan you could not calculate what the crushing strain of the concrete is?—Certainly not.

2655. If I told you that I had measured that plan, calculated from it the contents of the con-