

*Mr. Lawson :* I have reason to believe they do.

*Mr. Blair :* I will swear that those letters do not refer to it.

*Mr. Lawson :* They exist. Why are they not produced?

*Mr. Blair :* They may have been private letters, and do not exist. We do not keep private letters. All the letters we have are produced.

*Mr. Lawson :* What is the meaning of this—"private telegrams and correspondence?"

*Mr. Blair :* I have faith in Mr. Ussher, and he in me.

*The Chairman :* I think we have threshed this matter out. I think we shall get no further information on the subject.

*Mr. Blair :* I wish to refer to the last thing that occurred before we went out, and to put it on record that Mr. Lawson stated that after he could not settle the final certificate with Mr. Brindley, who left in a rage, thinking that Mr. Lawson was dealing too leniently—after he could not settle the final certificate with Mr. Brindley, he went to Mr. Low, an officer in the Public Works Department, and that he settled it up with Mr. Low. That is what he wished you to understand; that, although Mr. Brindley would not make the concessions, Mr. Low did. Mr. Low is now dead; and I consider that insinuation to be of the most despicable character imaginable. It is a vile insinuation that ought not to come from any man who has the slightest pretence to being an honourable man. Mr. Low had no more to do with the settling of the final certificate than you had, and to suggest that he had is one of the meanest and most despicable things that any man could try to do—to bring dishonour on a man who is in his grave.

*Mr. Lawson :* Mr. Chairman and gentlemen of the Commission, I do not want to say more about this. I simply put in the documents I laid before you for consideration. There it contains Mr. Low's handwriting, which cannot be denied by Mr. Blair or by any of the department. I did not dictate the document to him; it was a voluntary statement written by him. As stated by Mr. Ussher, I did not know the form in which they wished to pass the final certificate, and Mr. Low put it in order for me, and he also wrote the comments connecting the whole thing voluntarily and by himself, not dictated by me. That is all I say about this whole matter. I do not implicate Mr. Low in it: I simply produce that as the views of the department at the time.

*Mr. Blair :* It is the most despicable act I ever knew.

*Mr. Lawson :* The department is despicable that—

*Mr. Skinner :* We are gaining nothing by this talk.

*Mr. Lawson :* He brought on himself. It is not my statement. I never would have mentioned the matter about the settlement had it not been for Mr. Blair's own insinuation at the beginning; that is what brought the whole thing up. I never intended to bring the matter up, and was taken by surprise when he brought it up. That is the whole thing; and if I have said a few words about it that were not very connected, I withdraw them.

*Mr. Brindley :* There is the question about the concrete wall at the back. Mr. Gore asked me to answer the question as to whether that had been paid for as an extra. On looking over these figures, they are not all here. I find that when we measured up the work that was done, and what was represented by the plan, Mr. Forrest insisted upon the back wall being measured as 2ft. deep, and the middle wall, as shown on the ground plan, being called the retaining wall. That was his measurement of the work as shown on the contract plans, which I say and maintain was not shown on the contract plans. I signed the sheets provisionally; they were correct as far as quantities were concerned, but I would not sign them as being correct, as I considered there was not as much concrete put in the place as was shown on the contract drawings.

*The Chairman :* Then I understand from what you say that the concrete on the back wall was not included in the measurements as work expected under the contract?

*Mr. Brindley :* Not according to his figures.

*The Chairman :* It was paid for as an extra?

*Mr. Brindley :* The middle wall was taken as the back wall, and the partition walls were stepped up with a certain grade to the ground, but where the present back wall is now it was only carried down 2ft., and when the other was put in the other was taken as brickwork; therefore I maintain it was paid for extra, and that it should not have been according to the section.

*The Chairman :* Can you find your measurement where that is recorded?

*Mr. Brindley :* They are not all here, but that is the reason for its coming to be put "examined" and initialed by myself.

*Mr. Gore :* The question I want answered is this: was the back wall measured and paid for as an extra?

*Mr. Brindley :* That is the only explanation I can give of it. I take it that it was.

*Mr. Gore :* I want to know exactly whether it was or was not?

*Mr. Brindley :* If the quantities as represented by the plan—

*Mr. Gore :* My question is a simple one; was the concrete of the back wall measured and paid for as an extra regardless of whether you call it an extra or not. Was it paid for as an extra?

*Mr. Brindley :* I could only give the same explanation that I have given before, that when Mr. Forrest measured up, what he considered the back wall represented the middle wall, and was stepped up, and the back wall was taken as 2ft. down—the footings. That was what he considered as shown by the drawings.

*Mr. Skinner :* In the settling up was this measured?

*Mr. Brindley :* These were measured, and there was the brickwork and cement.

*Mr. Skinner :* Perhaps you would like to take a little time to see your figures.

*Mr. Brindley :* At the present time I could not say.

*Mr. Gore :* Perhaps, though Mr. Brindley cannot answer that question, he can say that there were about 700 yards paid for as an extra on this contract.

*Mr. Brindley :* Yes, something of that sort.

*Mr. Gore :* Have you any idea how many yards there is in these two pieces of back wall, that