

supply the Government with the same quality of saw for. I described the quality of the saw and the size. It had been suggested that they could supply the article at a lower price.

199. Tell us what you did?—I asked them what they could supply the saws for; they gave me a price, as shown in writing.

200. You reduced the voucher?—No, it was not reduced.

201. You objected to pay for them?—Yes.

202. Because they were charged at an excessive rate?—Yes.

203. And the voucher was not paid?—No.

204. Then comes the voucher No. 17?—Pully-blocks to lift 3 tons; July 5th.

205. Charged at?—95s., reduced to 55s.

206. So that £2 was knocked off?—Yes.

207. Has that been paid?—Not so far as I know; it has been sent forward to be paid at the contract price.

208. Voucher No. 18, July 5th; pick handles, one dozen; charged 9s., reduced to 7s. 6d?—Yes.

209. July 15th: picks, 3s., reduced to 2s. 8½d?—Yes.

210. July 18th: Crosscut saws, 2½ft. Charged 1s. 6d., reduced to schedule rate, 1s. 4½d?—Yes.

211. What is the total amount charged for these?—19s. 6d., reduced to 17s. 11d.; reduction, 1s. 7d.

212. Next voucher: Coal-tar, 23rd March?—Charged at 7s. 6d. the drum, reduced afterwards to 5s., making a difference of £1.

213. Do you produce any other vouchers showing reductions?—There are 1 dozen axes, charged at £2 4s., reduced to £2 2s.; that comes into the August accounts.

214. Any other items showing reductions? If not we will pass on to the tents.

215. *Mr. Tanner.*] You have heard Captain Turner's evidence?—Yes. I have heard part of it.

216. *Mr Reid.*] Do you produce the tents that were supplied?—Yes; I produce two.

217. Will you show the Committee what is the difference between these two samples. [Samples produced and examined.]

218. *Mr Tanner.*] The under one has been in use, and has been wet; it is stated that when it became dry it would be lighter?—Yes.

219. The other one has not been in use?—No.

220. *Mr Reid.*] What action did you take after these tents were supplied?—I went and saw the manager for Messrs. Briscoe and Co. I also wrote him a letter saying that I could not pass the voucher. My letter is already in. [Letter read.]

221. Did you get a reply to that?—Yes, on 28th May, 1895. [Reply put in and read.]

222. *Mr. Montgomery.*] Was any further action taken to eliminate the objectionable paragraph?—No, I took no action.

223. Which do you consider was the objectionable paragraph in your letter; or the paragraph which they considered objectionable?—I suppose it must have been, "You must be perfectly well aware that your action in this matter is unaccountable."

224. That is the paragraph which you think was objectionable to them?—I think so.

225. *Mr. Reid.*] That account has not been paid?—No.

226. Cross-examined by *Mr. Skerrett.*] Supplies are constantly ordered, and supplied constantly, to your department by Briscoe, MacNeil, and Co.?—They are.

227. And the items which you and Mr. Turner mention are the sole items to which you call attention?—No; there are other items right throughout.

228. But these are the only items that you did call attention to?—No; they are not.

229. The tents—that is one item?—Yes.

230. You say you saw that they were of inferior quality?—Yes; I did.

231. And you saw that the pit-saws were highly charged?—Yes.

232. On the statement made by Mills and Co., when you asked at what price they would supply these articles?—Yes.

233. This is a non-contract item?—It is not included in the contract.

234. Is it not familiar to you that the ordinary market price would be regarded as the price of such an item—that is, if it was not in the contract, it would be determined by the ordinary market rate?—Yes.

235. Is it not familiar to you that the contractor would get as much as he could for the item if it was not in the contract—if it was not regulated by the contract?—Yes.

236. Did you not think that when you went to Mills and Co. they would tell you they could put these articles up at a little less?—Yes, considerably so.

237. With the exception of the pit-saws and the coal-tar, are these other items in the July and August list, and long after Mr. Jenkins made his so-called disclosures?—We had some of the items before and after.

238. These you speak of were after his so-called disclosures?—Yes; but the tents were not.

239. So that these mistakes or errors were made by Briscoe, MacNeil, and Co. after the trouble with Mr. Jenkins?—I do not know what time he left Briscoe, MacNeil, and Co.

240. Are not the errors in August the sort of errors that you would expect from any contractor?—No; I cannot say that they are.

241. And you say the inference from these items of August and July is not of the ordinary kind of mistakes in a large contract: what do you say is the inference?—That they charged for their own benefit.

242. Might they not have done so mistakenly?—I do not know what they might do.