

75. When was that?—About the 7th May.

76. Do you recollect in connection with what the dispute was?—I think he must have overheard a conversation between Ibbetson and myself respecting the price of coal-tar.

77. Was it not over the matter of these tents?—No; the tent matter was subsequent to Jenkins leaving our employment.

78. It was not about three weeks before Jenkins left your employment?—No.

79. Are you quite certain as to the time?—The first time Ibbetson came to see you about the tents was after Jenkins left your employment?—Yes.

80. You told Mr. Bridson on the Wednesday that you intended to dismiss Jenkins?—I asked him whether it was necessary to keep Jenkins; whether he could not get through the work without Jenkins's assistance.

81. He said he could?—Yes, and he has done so since.

82. When did you communicate your attention to dismiss Jenkins to Mr. Newbold?—On the Friday when he asked whether he should advance Jenkins £1 10s. of his salary.

83. That was in the upstairs office, about 5 o'clock in the afternoon?

84. No, it was in my office about 11 o'clock in the morning.

85. That was the interview in which you first communicated your intention to dismiss Jenkins?—It was about 11 o'clock, in my office, as far as I can remember.

86. Do you remember it distinctly. Suppose it is sworn that the conversation between you and Newbold was close on 5 o'clock in the evening: when you stated that you had received a letter from Jenkins; that you were going to get rid of him; if any one swore that these statements were wrong, would he be swearing what was false?—You do not take me fairly. It was in my office, about 11 o'clock, as well as I can remember. I will swear that it was before lunch time.

87. That was the first time?—Yes; I deny it was in the evening.

88. Did you not show Mr. Newbold the letter in Mr. Morley's room, and say to him, "We will have to get rid of this fellow Jenkins"?—Certainly not; Mr. Newbold knew at 11 o'clock that we were going to dismiss Jenkins.

89. You say it was before you got Jenkins's letter, speaking of these errors in the contract, that you made up your mind to dismiss him?—Certainly; that is obvious; that was why I got the letter.

90. You got the letter, and you sent Jenkins a letter of dismissal, which was delivered to him on the Monday morning, in consequence of the conversation which you had with Newbold on the Friday morning previous?—On the Saturday I asked Newbold to include a week's salary in lieu of notice, and to intimate to him that we no longer required his services. That was on the Saturday morning.

91. You gave him the advance on Friday?—Yes.

92. Is it usual to give such advances?—No.

93. Had you not frequently given Jenkins such advances?—Not to my knowledge.

94. Then it would be an unusual occurrence?—It would.

95. Would Mr. Newbold make these advances?—He would not do so; but that is explained by the fact that during my absence I would allow our financial manager to use his own discretion and judgment. Jenkins came to our employment on the 25th of February and left on the 10th May.

96. A point was made of Jenkins not coming for the balance of his salary on the Saturday?—Yes.

96A. The balance was 5s.?—Yes.

97. He came for the balance on the Monday?—When he did not come for his salary on the Saturday, a note was left on his desk on the Monday morning, so that he should not start work again.

98. He came on the Monday morning and found the note on his desk?—He applied for his 5s. balance; he previously knew that notice of dismissal was going to be served on him, and then he got the notice that he was dismissed.

99. Then he had a guilty conscience, so that he knew he had done something to deserve notice?—I do not say that.

100. You say he was dismissed on the 10th?—Yes.

101. Or was it the 11th—the 11th was Saturday?—Then, it would be the 11th. I received his letter on the afternoon of the 10th.

102. Do you know Bishop?—Yes.

102A. He was in your employment?—He was.

103. Was he in Mr. Morley's office?—No. I do not think that he would be likely to be present at an interview.

104. Was there any one else who came into the office during your conversation with Mr. Newbold?—I do not remember any one coming.

105. You say that the figures in your yard-book are correct?—Yes.

106. In the case of sheet lead, where there has been an excess in the contract journal over what is shown in your yard-book; you say allowance was made for waste in the cutting?—Yes.

107. Why is that waste if it was a genuine allowance; and why is not the waste referred to in your yard-book?—I do not know; it never is.

108. The waste is not delivered to the customer?—No.

109. Lead waste would be valuable, would it not?—It would be worth something.

110. If you accumulated all the waste on cut lead going out of your establishment you would have a fine profit?—We do not cut lead for any one except a Government contract; they should not order it cut in the way they do.

111. You say the schedule is a very complex schedule, so that a great many of the items you could not find until they are pointed out?—Some.