

And the question being put, a division was called for, and the names were taken down as follow:—

Ayes, 5: Mr. Button, Mr. Guinness, Mr. McGowan, Mr. Montgomery, Hon. Sir R. Stout.

Noes, 5: Hon. Mr. Larnach, Mr. T. Mackenzie, Hon. Mr. Seddon, Mr. Tanner, Mr. T. Thompson.

The votes being equal, the Chairman gave his casting-vote with the "Noes."

So it passed in the negative. Words not added.

Clause as amended agreed to.

Clause 5.—*Resolved*, on the motion of the Hon. Mr. Seddon, to strike out clause 5, and insert the following in lieu thereof:—

The Committee also find that under the terms of the contract the several Government departments have the right to order and take separate delivery of goods. The Committee also find that the Railway and Marine Departments maintain efficient checks upon goods received from contractors. The Public Works and Lands and Survey Departments each exercise a fair check on goods supplied where delivery is taken at Wellington. When, however, goods are sent by the contractors to the order of the several departments outside of Wellington the Committee are of opinion that the present system of check is defective.

Clause 6.—*Resolved*, on the motion of Mr. Guinness, to strike out "believe," and insert "recommend"; also, to strike out "better," and insert "more efficient"; also, to strike out "could," and insert "should," in line 1; and in line 3 insert "departments for the" after "different."

Clause as amended agreed to.

Clause 7 agreed to, after striking out "wrong," and inserting "objectionable."

Resolved, That the report as amended be agreed to, and reported to the House; and that the Chairman move that the report, evidence, and minutes of proceedings be printed.

The Committee then adjourned till 10.30 to-morrow.

Minutes confirmed.

MINUTES OF EVIDENCE.

WEDNESDAY, 21ST AUGUST, 1895.—(Mr. A. R. GUINNESS, Chairman.)

J. H. JENKINS sworn and examined.

Mr. Skerrett said it was understood yesterday [Yesterday's evidence was cancelled, as Mr. Menteath, solicitor for J. H. Jenkins, was not present, and inquiry commenced *de novo*] that he would be permitted to ask certain general questions upon the witness's statement of the previous day, which was regarded as a general outline of the facts. He might be allowed to ask these general questions at that stage of the proceedings, before commencing with the books.

The Chairman: I thought Mr. Skerrett had finished his cross-examination on the general statement made by the witness.

Mr. Menteath: The witness has not been examined in chief. I appear as his counsel, and I have no knowledge of what occurred yesterday.

The Chairman: The witness yesterday made simply a general statement of facts, upon which he was cross-examined by Mr. Skerrett and Mr. Reid; and questions were put to him by the members of the Committee.

Mr. Menteath: I must have the opportunity of examination-in-chief if I am to act as counsel for the witness. I know nothing whatever of what passed in Committee yesterday.

The Chairman: The shorthand-writer took notes of the evidence given, which can be produced.

Mr. Menteath: I think the witness would be placed at a serious disadvantage if the counsel who appears for him had no opportunity of examining-in-chief. I must ask the Committee to commence the proceedings to-day with the regular examination-in-chief.

After deliberation, it was resolved that the evidence should be taken *de novo*.

1. Mr. Menteath (to witness.) What is your name?—James Hendry Jenkins.

2. You were for some time employed by Messrs. Briscoe, MacNeil and Co., Wellington?—I was.

3. When did that employment commence?—About the end of February.

4. To what particular duties were you appointed?—As clerk of Government contracts, under Mr. Bridson.

5. What were your duties in that capacity?—I was to do what he directed me in entering orders from the order-book into the Government contracts journal, and, after calling back with Mr. Bridson, to render vouchers to the departments interested.

6. What were the books?—On receipt of the requisition which was passed to me I would enter it in the order-book; on the complete execution of the order I would transcribe it from the order-book to the Government contract journal, and after the (contract) entry was completed it was called back.

7. What was this system of "calling back"?—It is a system that all merchants have, so as to see that there has been no error.

8. That is, to check entry?—Yes.

9. How were the entries checked?—I usually had the contract journal while Mr. Bridson held the order-book, and I would enumerate each item.