200. Did he not give you notice that he was going to leave your establishment to join the Phœnix Company?—No; that was not so.

201. The Phœnix Company was in the same line of business?—No, entirely different. I think he met me, and told me that he had got employment there. I was very pleased to hear that he had got in there. That, I think, was two or three days afterwards.

202. *Mr. Montgomery.*] Was this misappropriation made by false entries in the books?—No. One instance was an account which he had collected, and did not account for the money in any way. How I found it out was, when I was going to collect this account a week or two after, the customer said he had paid the money some time before. I then went to Jenkins, without having demanded receipt, and told him what the customer said. He said it was so. I then went back, and saw the receipt. The other instance was money that was kept in a separate cash-book; it was money for license-fees belonging to the Acclimatisation Society.

203. There were no false entries in the books?—I do not know of any.

204. The fact of taking the money was at once admitted?—Yes; it was at once admitted.

205. *Mr. Tanner.*] Has not the whole of this money been repaid; and, if so, what would you found a criminal charge upon?— No, only a few pounds; upon the two definite instances stated.

206. You are not sure?—It may have been liquidated; it is possible.

207. If this particular money has been paid, then the only question that remains is of borrowed money between Jenkins and yourself?—Yes.

208. You did not discriminate between the accounts?—No, I did not discriminate between them; he wrote to me.

209. If he owes you this money, then he did not embezzle; if he owes it to you and promised to pay, and you accepted his promise, on what ground would you found a criminal charge?—It might be put that way; the two sums were added to the account.

210. *Mr. McGowan.*] Why should you presume embezzlement if you added this money to his account?—I did consider that there was embezzlement.

211. How could that be if you entered this money to his ordinary account?—All I can say is, that it was added to his account.

212. If you had an open account with him, then it was not a case of embezzlement?—If a person collects money, and does not account for it, and takes two or three guineas from a cash-box, what would you call that?

213. Why did you not take proceedings against him?—Mr. Jenkins's family was well known to us; we felt for him on account of his father and brother, and we did not wish to make a public example of him.

214. *Mr. Menteath.*] The circumstances of taking money out of a cash-box were these: you noticed that two or three pounds were missing; you asked Jenkins about it, and he said he intended to put an IOU into the box?—Yes.

215. *Mr. Skerrett.*] You are quite certain you dismissed Jenkins from your employment for misappropriation of money?—Yes.

216. He had no right to use the moneys of the firm?—He had no right to use this money.

217. Had he any right to use the money which he took out of the cash-box?—No.

218. *Mr. Menteath.*] And then, on account of your feeling for his family, you condoned the criminal offence?—I may have done so.

THOMAS CLARK JENKINS sworn and examined.

219. *Mr. Menteath.*] You are in the employment of Messrs. Hayes and Co.?—I am a member of the firm.

220. In that capacity you would have considerable experience of plumbing, and plumbing work generally?—Yes.

221. Can you explain what is the difference between solid drawn lead pipe and sanitary pipe?—There is really no difference whatever; they are one and the same thing; both terms are applied to pipes made in straight lengths as distinguished from ordinary pipe in coils.

222. Will you look at the contract price list, item 544, and say whether the price set opposite to it refers to sanitary pipe?—I should say so; sanitary pipe is not mentioned.

223. You say "all sizes" would include sanitary pipe?—Yes.

The Chairman: Do you produce the invoice, Mr. Skerrett?

Mr. Skerrett: What is the date?

Mr. Menteath: 15th February.

Mr. Skerrett: We have not been able to find it; but we will give the Chairman authority to get it from Messrs. Hayes and Co.

224. *Mr. Reid.*] We have it in evidence that the prices of solid drawn lead pipe and sanitary pipe are different; is there any difference?—The difference lies in the cost of transit.

225. But is there any difference in price?—There is no difference.

226. *Mr. Montgomery.*] You would say that pipe of all sizes mentioned in this schedule included sanitary pipe?—Yes.

Mr. H. J. H. BLOW, Under-Secretary for Public Works, sworn and examined.

227. *Mr. Reid* (Assistant Law Officer).] Your name in full, Mr. Blow?—Horatio John Hooper Blow.

228. You are Under-Secretary for Public Works?—Yes.

229. Are you aware of a contract entered into by Messrs. Briscoe, MacNeil, and Co. with the Government for the supply of ironmongery and other goods?—Yes; they are the contractors for the Wellington District.