

MINUTES OF EVIDENCE.

TUESDAY, 7TH DECEMBER, 1897.

Mr. MURDOCH McLEAN examined.

Witness: The statement in the Departmental Report that prior to calling for tenders the Government had caused borings to be made, so that we might understand the nature of the ground through which the tunnel would pass, is not correct. In our petition we do not make any statement that the Government had supplied these borings for the contract—we simply state that the boring was there. There was no price in our schedule, nor was any allowance made for a tunnel through soft ground. I put the matter of the boring in the petition to show the basis upon which we framed our schedule. In estimating for a contract we can only go upon the information at our disposal. All the information that was given us in connection with this contract led us to understand, as it would have led all other contractors, that the tunnel would go through firm or solid ground. I shall be able to bring evidence to show that tunnelling through soft ground is the most expensive of all kinds of tunnelling. The statement that tunnelling through rock or other hard substance is the more expensive is an error: tunnelling through soft ground is frequently the most expensive kind of tunnelling there is. We stated in our petition that we built 8 chains of tunnel in hard ground, and as a matter of fact we had a fair profit, notwithstanding that the report of the Engineer-in-Chief stated that our prices were low for that kind of work. The only indication given of the nature of the ground was the description of the brick lining. If you refer to the specification you will see in clause (13) what is stated there. If it were heavy or soft ground, three days are not sufficient to allow the concrete to set. That is the only reference made to the material. There is nothing described in the specification as to tunnelling and lining in soft ground, or of the nature of it. There is a section on the drawings showing a tunnel through soft ground with brick lining, but that section was not adopted. The section that was adopted was intended for firm ground with a "footing" placed under it. That was the brick lining that was adopted. There was no "invert" in the original specification. I might say that it was a brick lining for a tunnel going through the best class of ground. Such was the only information we had on which to base our contract. In going over the ground we saw where the boring was put in. We examined it. It was sandstone rock, which is the very best material for boring through. As I have already stated, there was no description given in the specification of the nature of the ground. In clause 7 of the report of the department [clause read]. Our statement as to the change in the ground is admitted.

1. *An Hon. Member.*] You were paid for the extra brickwork?—Yes.

2. *Mr. Morrison.*] And for the invert also?—Yes; but we are not claiming for extra brickwork. We were paid for nothing extra; there is no question of dispute about extras so far as the schedule has any bearing on the work. What we contend for is that, unforeseen circumstances having arisen in connection with the work, we are entitled to the amount we expended on it. Then, with regard to the cement-mortar not having time to set, I can only say that if we were obliged to wait until the cement-mortar had time to set before we proceeded with the next length the time taken in doing the work would have extended over a number of years. The real fact is that the brickwork was not of sufficient strength to carry the weight. It might have taken weeks to set, and if we had to wait for each length we might not have done with the works for years. As to the collapse of the tunnel, that was owing to different causes. In reference to clause 10 of the report, I might state that our men had been working continuously—day and night, and sometimes even on Sundays—for a very long period. That was in 1893; nearly two years. They had done everything that was necessary; but you must be aware that you cannot get men to work during the Christmas holidays. It is no use keeping a few men—half a dozen or so—upon a work of that kind, and you cannot change such men whenever you like. They are experts, and you must keep them if you can. It became necessary to allow them their holidays. I may also say in connection with this matter that we took every precaution to block up the face of the tunnel, so as to do away with any chance of injury. We put the brickwork up to the heading, and left it solid practically, so that the contention in the report of the department has not proved anything in this particular. I now come to the statement relative to Mr. Witheridge. I am prepared to substantiate the statement we make in our petition with reference to Mr. Witheridge, not only by myself, but also by special witnesses whom I will bring before the Committee. We state in our petition that the brickwork was not of sufficient strength to carry the bars. I will endeavour to substantiate that statement. There is a clause later on in the report stating that he was appointed to supervise the work, and that in that capacity he had nothing to do with directing the contract or the manner of carrying it out. Now, Mr. Witheridge, as inspector or overseer, was there actually representing the department. Any instructions from him would have weight