

728. Do you produce the proceedings in the civil case of *Petford v. Martin*?—I do.

[Proceedings produced.]

729. Will you read the evidence given by Mr. Smith and Mr. John Martin on that occasion?—
“Ben Smith sworn: Is contractor for Government buildings. Attorney-General has it. Martin is not a joint-contractor with me. He is one of my sureties to the Government for the due fulfilment of my contract. I hired Petford in my position as contractor for the works. I never told Petford at time of hiring, or at any other time, that Martin was responsible to him. Gave Petford authority to buy things. Martin would be liable to Government if work was not completed at a certain date. Martin often came up to see how we got on. Works were behind. Martin tried to hurry every one. Martin never hired labourers to do the work I had contracted to do. He never discharged any labourers.

“By Mr. Allan: I became bankrupt and was unable to complete the contract. The Government called upon Martin, as surety to complete the contract. I know that Martin has to find the money for me to complete the contract. He pays for all the materials on my orders. He never sends any orders at all; I order everything. He never orders timber, without my order. I hold myself liable to pay, by order, upon Martin. My creditors are to get the profits. Martin is not there as managing man. He has not the power of dismissing any man he pleases. I never sent time on that account; I send pay so much money on account. Never said “Bloody buildings.” I could turn Martin out if I thought proper. I never had wages from Martin. I show him the work.

“Re-examined: The Government and the Government Architect treat me as contractor. Martin pays on my account. Money is paid from Government to me, and I hand it to Martin.

“John Martin sworn: I am the surety for the Government Buildings. Contractor got into difficulties. He is still the contractor. I made the payments. If things turn out well I am to get a commission; no more. I have never interfered in the contract. I have gone round to push on the works. I have never engaged any man, nor dismissed any.

“By Mr. Allan: Government did not require me to finish the contract. They said, You have to pay £1,000, or allow the contractor to go on. I take a great interest in it. Smith is still the contractor. I have never given orders for timber, except on previous notice of Smith. All orders have gone through me. I hold myself responsible to pay the men, if the contractor authorized it. I wished the men to make overtime so as to get on with the work. I pay nothing, except what the contractor tells me to. If he says the work is done, I pay. If any workman comes to me for money, I say I do not know him.

“Ben Smith recalled: I have passed through the Court. I get my living by money that I earn. My only work is at the Government Buildings. I do not get a salary from Martin. He pays me on account of expenses; for money laid out. I shall expect to get remuneration for my work. I have made over all my interest in the contract to Mr. Martin. I have had about £30 only between February and December. I have not heard of Martin giving notice. I have assigned to Martin all the moneys coming from the contract. I know Ringrose. Martin guaranteed his contract. Contract produced is Martin's. Ringrose has not done the work. I do not report to Martin.

“By Mr. Borlase: Martin is liable for damages if work is not completed. I am still the contractor. I have to give an order to Martin to receive the money. I have to get balance, if any.

“John Martin recalled: I did not give a notice after Smith's bankruptcy that the public were to look to me and not to Smith. Notices from Government are not sent to me. Copies of letters to contractor are sent to me; have had two or three. This is my signature to contract produced. Did it at request of contractor. I am willing to pay this debt if contractor says it is correct.”

730. Those are the proceedings in the suit *Petford v. Martin*?—Yes; on the 3rd February, 1871.

731. That is Mr. Crawford's handwriting?...Yes.

TUESDAY, 16TH APRIL, 1872.

Mr. BEN SMITH in attendance, and further examined on oath.

732. *Mr. Brandon.*] Having heard the Magistrate's note of the evidence given by you in the suit *Petford v. Martin* read, can you express what was meant by saying you were still contractor in February, 1871?—I said I was still recognized as contractor, from the letters addressed to me.

733. What did you mean by saying you had made over the contract to Mr. Martin?—What I meant was, that I had made over all the rights I had in the contract before I stopped.

734. When did you do that?—About four or five months before I stopped.

735. Did you sign any other deed than that which has been produced?—I did not. I know I was called upon at a minute's notice to give that evidence.

736. You said you expected to get remuneration; what did you mean by that?—Nothing more than I have said already. I said to Mr. Martin, “You must give me enough to keep me, and if everything turns out right, then pay me a good sum.”

737. What do you mean by saying that you could turn Mr. Martin off at any time?—I could not have said so. It must have been taken down wrong. I know I was very much excited. I think it was in cross-examination by Mr. Allan; and I think I remember saying that if Mr. Martin came and interfered with any men working on the job, I would have to turn him off the works or leave myself; and so I should. If any man interfered with the works, I would turn him off or leave myself. That is exactly what it implies.

738. You say you would turn Mr. Martin off if you thought proper?—That is just it. I remember saying I would turn him off or he would turn me off—one or the other. That was what I said. The whole of my evidence goes to show that I was there for Mr. Martin in carrying out the works. I made the contract with Petford, no doubt, but it was the same as anybody else who would be carrying on the works.

739. There has been no other deed than that one produced?—No.

740. *The Commissioner.*] Then Mr. Martin called you as witness on his side?—Yes. The fact of