

Mr. Dobson.
3rd Dec., 1877.

269. Could you inform the committee of the number of cubic yards which came out of the Lyttelton end of the tunnel?—I think there were about 100,000 yards, or perhaps a little more than that, in the whole tunnel. The Heathcote end had to be cut away very fully; half of that 100,000 yards say, came into Lyttelton.

270. Of this 50,000 yards which came out of the Lyttelton end, I suppose only about 20,000 were required for the first reclamation?—Not more.

271. The balance is represented by this extended portion of the reclamation?—Yes.

272. Messrs. Holmes and Company sent in a claim for 30,000 yards?—Yes; you will find I reported twice, once generally, and on the other occasion, I went into detailed quantities.

273. The committee then are to understand that you consider this surplus material belonged to the contractors?—There is not the slightest doubt on the subject. The terms of the contract specially provided for that.

274. Were they directed to put the material along the outer reclamation?—No; but when it was decided that the station was to be placed here, I refused to allow them to remove spoil until the requisite width of bank was made up.

275. When you refused to allow any material to be taken away, was it understood that they were to be paid for the extra material?—It was understood that they had made a claim, and that their claim had been refused.

276. Before this, they had merely tipped the stuff within the line of the first reclamation?—It was taken out to the full extent.

277. I understood that in putting up this sea embankment, the stuff was selected—the large stones were put outside to form the face and the smaller stuff was kept back?—Yes; that was done. I may tell the Committee this, that if we had not had this stuff, it would have cost the Government many thousands of pounds to get stuff for the reclamation.

278. The original curve was 10 chains radius?—Yes; it is the same now.

279. Of course, carrying the embankment further out sea, made the curve easier?—Yes.

280. Was there no understanding at the time these alterations were made, that in consequence of this additional reclamation Messrs. Holmes and Co. were to get additional payment?—Nothing was said about the matter. I only received verbal instructions with reference to the tunnel, and then a vote for £5,000 was included in the next appropriation act.

281. Nothing was said about this extended reclamation?—Nothing whatever at that time.

282. When did you become aware for the first time that an extra claim would be made?—In 1865, I think. The embankment was very nearly finished when the claim was made. You will find a letter of mine in 1865, I think, in which I said that the contractors had a claim, and that I would report upon it at an early date.

283. This claim was considered by the Executive and they rejected it?—Yes.

284. At the time the claim was made, you reported favourably upon it. You considered that under the contract they were entitled?—We certainly could not have compelled them to do the work. I reported that the claim of 5s. per yard was fair. It was only by using the stuff out of the tunnel that it could have been got at all at any reasonable cost.

(Letter read.)

"SIR,—

"Provincial Engineers' Office, Christchurch, May 22nd, 1866.

"In continuation of my letter, 13th January, 1866, I have now the honor to forward a plan showing the additional extent of embankment required for connecting the railway with the wharfs now under construction.

"The total quantity of additional stone embankment, when completed, will be about 30,000 cubic yards, for which Messrs. Holmes and Co. propose to charge 5s. per yard. As this is a fair price under the circumstances of the case, I have to request your approval of the contractors' terms, that they may be credited with the value of the work done.

"I may here observe that the value of the additional amount of space, which will be obtained in front of Norwich quay, by bringing the line of wharfage further to seaward, than was originally proposed, will far outbalance the additional outlay.

"Signed.—E. Dobson,

"Provincial Engineer."

285. I understand that the contractors were obliged to get rid of their spoil at their own cost?—Yes.

286. Could they have got rid of it in any other way than in putting in this place?—Yes. They could have sold it to the wharf contractor.

287. What was the date of that contract?—I could not tell without reference to the office papers.

288. Whose contract was it?—E. G. Wright's. He would have taken a great deal of it, and would have been very glad to get it, I should think. It was in 1865 that I reported upon the wharf tenders. I believe Wright was put to great expense in getting stone for the wharf backing.

289. You think the contractors could have sold to Wright?—Yes.

290. What price could they have got from him?—I do not know. I do not know at what price it was going; but I know the stuff he got cost a good deal.

291. Where did he get it from?—He opened some quarries at the other end of the town.

292. The reason they did not sell it to him was that they used it for the benefit of the Government?—Yes; the greater part of it. A quantity was stacked at Heathcote Valley, and afterwards sold to the Government. They must have sold several thousand yards. If they had refused to do that work we could not have compelled them to do it. The stuff was absolutely theirs under the contract.

293. The contract for the wharf was begun in 1865?—Yes.

294. When was the tunnel open?—In 1867, temporarily, in order to bring the season's wool through, and then closed and finished in 1868.

295. If they had sold the stuff to Wright, how could they have completed their own reclamation?—They could have taken the stuff from the other end.