

Mr. Dobson.
3rd Dec., 1877.

398. What quantity would be sold in a year?—I do not know.
399. You said two-thirds of the reclamation had been made before you were aware that the contractors intended to charge for it?—Yes.
400. What happened when the charge was made?—Nothing particular. The work went on.
401. The contractors took upon themselves the responsibility, and ran the chance of being paid?—Yes; as soon as the site for the station was fixed upon, I took upon myself the responsibility of refusing to have any of the stuff removed.
402. Do you think they were being put to more expense than if they had simply tipped the stuff up in that locality?—Yes.
403. How much?—3d. to 6d. per yard as regards the facing. When the site of the station was fixed, I had the slope trimmed.
404. *Mr. Shrimski.*] Is it usual for a solicitor to draw up agreements for public works?—It is usual in such cases as these for the Engineer to draw up specifications, and for a solicitor to embody them in agreements.
405. Then it would have been your duty to draw up specifications and forward them to the Provincial Solicitor?—It was the duty of the Executive to have instructed the solicitor to draw up a contract which might simply have consisted of an understanding on the part of the contractors to do all that was necessary for the sum of £5,000.
406. Did you not think it was your duty, as the officer in whose department the work occurred, to urge upon the Government to get this agreement made?—The way in which the Executive business was conducted was so loose that, even had I suggested this course, it would very likely not have been carried out. I, myself, had no instructions from the Executive except verbally, and I believe that no minute of instructions given verbally by the Superintendent was entered in the Executive minute book.
407. *Hon. Mr. Richardson.*] Would the contractors have been stopped from selling that ballast if the decision had not been come to to alter the site of the station, and put it in front of the town?—I should not have stopped you.
408. *Mr. Burns.*] Did I understand you to say just now that you received no minute of instructions to go on with this £5,000 work?—None whatever.
409. Who gave you authority to do it, then?—The Superintendent; but there was nothing in writing.
410. And does the late Superintendent not recognize the claim because no authority was given in writing?—The contractors have been paid the £5,000 for the additional work.
411. But the Government have refused to go to arbitration on this other matter because no authority was given in writing. Do you know anything about that?—No.
412. *Mr. Bowen.*] Supposing, when there was talk of no payment, the contractors had declined to go any further with the work, could they have been compelled to go on?—Certainly not.
413. Would the Government have then had to go on with the work?—The Government would have had to finish the reclamation at great expense.
414. Where could they have got the stone?—I cannot say. They would, I expect, have had to open new quarries in the hill sides. It was for that reason that I took up the position I did, and refused to allow the stone to be taken away.
415. *Mr. Burns.*]—The contractor was obliged to find land at his own expense whereon to put the spoil. Was there any land available in Lyttelton where he could have put it except the reclamation land?—Supposing it was rock, it would have done no harm in the harbour; but supposing it was bad stuff, there was no place where it could be put, except at great expense for protective works.
416. I am talking of rock, as it was found to be. Was there no place in Lyttelton other than on this reclamation ground where the contractors could have deposited it?—They could have put it on land already made.
417. I suppose the bulk of it would have gone to the Christchurch end?—Certainly not.
418. Could they not have got it through?—After the drive was through. They could have stacked it at first.
419. I understood you to say the drives had met?—That was not till 1867. This occurred in 1865.
420. Supposing they had stacked the spoil at side, would it not have interfered with the work?—No.
421. *Hon. Mr. Richardson.*] As a matter of fact, did not the contractors stack a lot of it at side with a view of selling it?—There was a good deal of it stacked at side for a time.
422. Can you tell the Committee how much was put in the reclamation with orders against its removal?—No.