

Railway Construction—Contract No. 15.

484. Who were they?—Mr. Carre was immediately in charge.

485. Did those instructions apply to any other places besides Lake Deception?—Yes; in September, 1877, we commenced making an embankment at Station 230 in that way. The fact of having the rock on the outside of those embankments instead of placing it all the way across would not necessarily alter the first instructions, because the intermediate portion might be filled up afterwards.

In Sept., 1877, commenced embankment at Station 230 in the same way as at Lake Deception.

486. Either with rock or earth?—Yes.

487. Or they might be used to support trestle work?—They could not be used for trestle work, because they would be so far apart that there would be water between them.

Rock protections could not be used for trestle work unless the intermediate spaces were filled in.

488. But they could, by filling in the intermediate places, be used for trestle work?—Yes.

489. Then the outside points on the top of the bases would not be further apart than if the original instructions had been carried out?—No; they would be the same distance apart.

490. The openings were the intermediate places between those outer parts, and they were left vacant instead of being filled with rock?—Yes.

491. Have you any reason to know whether Mr. Carre, in September, had instructions from any superior officer to alter the original character of the work?—No; I have not. Mr. Carre told me that he got instructions in June, 1877, from Mr. Rowan, to borrow all the earth he could on the work to make up the embankments.

Carre had instructions in June, 1877, to borrow all the earth he could.

492. And did his telling you that lead you to understand that you might make that change in the progress of the work?—It led us to believe that it was understood the change was to be made—that the work was to be carried on in that way.

493. That was in June, 1877?—Yes.

494. Was there, at any time while you were connected with the contract, any intimation on the part of any Government officer that you must provide trestle work, as mentioned in the contract?—There was no further intimation than the contract itself that I am aware of.

No further intimation that trestle work was to be provided as per contract.

495. I am asking whether any of the officers directed you to fulfil the contract as to trestle work?—No; that is, not as to trestle work generally. There were special trestles provided for the passage of streams, of which they gave us bills of timber and which they instructed us to build.

496. It was originally intended that all the works left in the fillings, which could not be made up with material on the line should be filled up with wooden superstructure, was it not?—Yes.

Original intention was to span by wooden superstructure all voids in the fillings.

497. What I mean to ask is, whether the engineers in charge ever directed you to do that according to the contract?—They never directed us to build any trestle work except that required for the passage of the streams, of which I have spoken.

Engineers-in-Charge never directed contractor to build trestle work save over streams.

498. Would that be built up to formation line?—Yes.

Contractor's Engineer and the Engineer in Charge differed as to quantities and in classification of material.

499. Were there differences of opinion between you and the engineers in charge as to measurements and quantities?—Yes.