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(3) Initials of the Referencer \_\_\_\_\_

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# MADRAS RECORD OFFICE.

Government of Madras.

*Financial* DEPARTMENT.

|          |      |                |
|----------|------|----------------|
| G.O. No. | 251  | Press-<br>Mis. |
| 52-54.   |      |                |
| Dated    | 4-2- | 1876.          |

Not to be folded or roughly handled

*Tal*



**Local Funds—Bridges.**

Read the following papers:—

No. 52. Proceedings of the Board of Revenue, dated 7th January 1876,  
No. 40.

Read the following letter from R. J. MELVILLE, Esq., President of the  
Local Fund Boards, Chingleput District, to H. E. STOKES, Esq., Acting  
Secretary to the Board of Revenue, dated Saidapet, 23rd December 1875,  
No. 185:—

I have the honor to report that, on receipt of G.O., dated 29th July 1875,  
No. 1561, Financial, Mr. Maylor was informed of the acceptance of his tender for  
the construction of an iron girder bridge across the Cortelliar, whereupon he  
addressed the enclosed copy of a letter proposing terms of payment, and left soon  
after for England, intimating that he had left a general power of attorney with one  
Mr. Robert Stanes, of Coimbatore, to sign the agreement for the bridge contract.

2. As the instalments of payment given in this letter exceeded the total  
amount of the contract, which is only Rupees 1,35,000, as the Local Fund Board  
decided on a wooden flooring, Mr. Stanes was asked to propose instalments of  
payment in accordance with this amount, and to state what security he was  
prepared to give for the due construction of the work and for the payment to be  
made in advance; and the enclosed is a copy of his reply, from which it will be seen  
that Mr. Maylor is not prepared to offer any security, and that he states that it has  
never been required from him before although he has executed several works  
receiving payments in advance. He wants in the present case an advance of  
Rupees 5,000 on signing the contract.

3. The Local Fund Board, who had this letter and the accompanying draft  
agreement obtained from the Government Solicitor under their consideration, have  
passed the annexed resolution, with reference to which I request that orders of  
Government may be obtained as to the terms of payment proposed and the amount  
of security to be demanded. I also request that the Secretary of State for India  
may be addressed in view to his arranging to have the bridge materials inspected  
in England before being shipped for India.

“Resolved that the President be requested to address Government as to the  
terms of payment proposed and as to the advisability of getting the bridge mate-  
rials inspected in England before being shipped to India.”

Submitted for the orders of Government.

2. The Board do not think that security need be demanded from Mr. Maylor,  
who has executed other large works very satisfactorily. It is observed further  
that there was no stipulation for security being given in the advertisement calling  
for tenders.

3. The Board approve the suggestion of the Local Fund Board that the iron  
work should be inspected in England, and request Government to address the  
Secretary of State in view to arrangements being made accordingly.

(A true Copy and Extract.)

(Signed) H. E. STOKES,  
*Acting Secretary.*



*Proceedings of the Madras Government, Financial Department,  
4th February 1876.*

No. 32.

Referred for the remarks of the Chief Engineer.

FORT ST. GEORGE,  
10th January 1876.

(Signed) W. HUDLESTON,  
*Chief Secretary.*

No. 55.

*Chief Engineer's Remarks.*

No. 53.

[Endorsement of the Finl. Dept. on Procs., Board of Revenue, No. 32, 10th January 1876.]

The advance of Rupees 5,000 on so large a contract seems a small matter viewed from either side. Mr. Maylor has carried out several contracts very satisfactorily, and had an equal or larger advance given him on each without security. But he was personally known to all the members of the Local Fund Boards with which he was dealing, which is not the case in this instance. If, therefore, he requires an advance, there is no reason why the Chingleput Board should not insist upon personal security for the amount advanced being given, which Messrs. Stanes and Rouse, who are intimately connected with him in business, need make no difficulty about. Inspection of the iron work at home is not, in the opinion of the Chief Engineer, necessary when all the material is ordered and shipped on the contractor's own responsibility and risk. It will certainly cause delay, perhaps additional expense. In fact, unless the Local Fund Board will place themselves in the hands of Mr. Maylor, and trust him entirely in his double capacity of Contractor and Engineer, the Chief Engineer does not see how they can escape paying a contribution on account of Public Works Supervision, whether that be exercised by an India Office Inspector, the Superintendent of the Public Works Workshops at Madras, or the Superintending Engineer or Range Officer of Chingleput. Mr. Maylor's competence as an Engineer is as undoubted as his good faith as a business man.

FORT ST. GEORGE,  
12th January 1876.

(Signed) G. W. WALKER, Major-Genl., R.E.,  
*Chief Engineer, Public Works Department.*

*To the Financial Department, with four enclosures.*

No. 54.

ORDER THEREON, 4th February 1876, No. 251.

The Chief Engineer's remarks will be communicated to the Chingleput Local Fund Board through the Board of Revenue.

(True Extract.)

*Chief Secretary.*

To the Board of Revenue.  
,, Public Works Department.

Exd. J. W. Fischer.



## PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 7<sup>th</sup> January — 1876.

Read the following

N<sup>o</sup> 185

From

R. J. Melville Esqre,  
President of the Local Fund Boards  
Shingleput District

To

H. E. Stokes Esqre,  
As Secretary to the Board of Revenue  
Madras

SIR,

I have the honor to report that on receipt of G. O. dated 29<sup>th</sup> July 1875 N<sup>o</sup> 1561 Financial, Mr Maylor was informed of the acceptance of his tender for the construction of an iron girder bridge across the Cortelliar, whereupon he addressed the enclosed copy of a letter proposing terms of payment, and left soon after for England, intimating that he had left a general power of attorney with one Mr Robert Stokes of

Bolt. of 1876; Madras.

FINANCIAL.

To

THE BOARD OF REVENUE,  
&c., &c.,

&amp;c.

Dated February, 4th.

Issued

Recd.

End.

G.O., 4th February 1876, No. 251.

FEBRUARY.  
Nos. 52-54.

*Local Funds—Bridges.*—The Chief Engineer's remarks on the subject of security being demanded for the advance applied for by Mr. Maylor, Contractor for the construction of the Cortelliar Bridge, and the inspection of the iron work in England communicated.





of Coimbatore, to sign the agreement for the Bridge Contract.

2. As the instalments of payment given in this letter exceeded the total amount of the contract which is only Rupees 135,000 as the Local Fund Board decided on a wooden flooring, Mr. Stanes was asked to propose instalments of payment in accordance with this amount, and to state what security he was prepared to give for the due construction of the work, and for the payment to be made in advance, and the enclosed is a copy of his reply from which it will be seen that Mr. Maylor is not prepared to offer any security, and that he states that it has never been

4  
been required from him before, although he has executed several works receiving payments in advance. He wants in the present case an advance of Rs 5,000 on signing the contract.

3. The Local Fund Board who had this letter and the accompanying draft agreement obtained from the Government Solicitor, under their consideration, have passed the annexed resolution, with reference to which I request that orders of Government may be obtained as to the terms of payment proposed, and the amount of security to be demanded. I also request that the Secretary of State for India may be addressed, in view to his arranging to have the bridge materials inspected



inspected in England before being shipped for India.

"Resolved that the President be requested to address Government as to the terms of payment proposed and as to the advisability of getting the bridge materials inspected in England before being shipped to India."

Chingleput District  
Collector's Office,  
Saidapet, 23<sup>rd</sup> Decr 75

I have &c  
(Signed) R. J. Melville  
President.

Submitted for the orders of Government.  
2. The Board do not think that security need be demanded from Mr. Maylor who has executed other large works very satisfactorily. It is observed further that there was no stipulation for security being given, in the advertisement calling for tenders.

3. The Board approve the suggestion of

of the Local Fund Board that the ironwork should be inspected in England, and request Government to address the Secretary of State in view to arrangements being made accordingly.

(True Copy & Extract)

W. H. S.

Cy Secretary

To  
The Chief Secretary to Government

Financial Department

with 3 original Enclosures to be returned.

B. J. Melville  
C. J. M.



Articles of Contract made this  
day of 1875 Between

William Maylor of Calicut on the  
Malabar Coast in the Presidency of  
Madras Esquire Civil Engineer (herein-  
after called "the Contractor") of the  
one part and The President of the  
Local Fund Board of the Sydapet  
Circle in the District of Chingleput  
hereinafter called "the President"  
of the other part. Whereas the Local  
Fund Board of the said Sydapet  
Circle in the said District of  
Chingleput some time since laid  
the foundation and erected 22  
masonry piers on the banks and  
in the bed of the River Kortalliar  
for a bridge across such River  
at \_\_\_\_\_ and whereas  
the \_\_\_\_\_

R. W. 1876 Del  
of the annual / 1876 / N.Y.  
about thirty - four  
Proceedings of the  
Board of Revenue

Date 7<sup>th</sup> January 1875.  
 1875  
 Dec 18. 4th 7<sup>th</sup> 5<sup>th</sup>  
 Dec. 11 - 4th

Letting for orders  
of Government, letter from  
Frederick Deal found  
Board, following the  
regarding terms of pay -  
went ahead with  
stages for the Port of  
Bridge Contract -

No 57 -  
He 32  
A printed for the Secretary of the  
Trustees of the American

16 July 1876.  
 This is to certify  
 that the Engineer of the Public Works Dept. with 300 lbs.

*Agave*



the Local Fund Board having determined that the superstructure of the said intended Bridge should consist of iron work with wooden flooring advertised for tenders for the supply and construction of the iron work and flooring of the superstructure of the said proposed bridge and the contractor tendered for the execution of the same at or for the sum of Rs 1,35,000 and the President accepted such tender and whereas a copy of the general specification of the iron and woodwork for the superstructure of the said proposed Bridge (the construction of which is hereby contracted for) and also a plan and elevation and section of the iron and woodwork of the said proposed Bridge are here-  
unto

unto annexed and are marked A and B respectively and whereas at the time of the acceptance of the said tender by the President it was agreed that an advance of Rupees 10,000 should be made to the contractor upon the execution of these presents on account of the said sum of Rs 1,35,000 for the purpose of enabling him to purchase the necessary materials for the construction of the iron work for the said proposed Bridge upon his giving security to the President for the due application of such advance and where-  
- as

here inserted full  
particulars of  
the security to  
be given.



and whereas in pursuance of such  
last mentioned agreement the  
President hath this day advanced  
to the Contractor the Sum of Ru-  
pees 10,000 and

here state the  
fact of the  
required secu-  
rity having  
been given.

Now these presents witness that

in consideration of the premises  
the Contractor doth hereby for him-  
self his Executors and admini-  
strators covenant with the  
President his Successors and  
assigns and the President  
doth hereby for himself and  
his successors covenant with  
the Contractor his Executors and  
administrators as follows.

1 The Contractor will on or  
before the      day of  
1877 at his own costs supply and  
construct, finish and complete  
the iron and wood work of the  
superstructure of the said pro-  
posed Bridge in strict confor-  
mity with the said general  
specification and plan and  
to the entire satisfaction of  
the Superintending Engineer for  
the



the time being of the District of Chingleput or other officer for the time being authorised by the President in that behalf (and which said officer is hereinafter described for the sake of brevity as the "Executive Engineer".) —

2 The iron and wood work of the said proposed Bridge shall not be considered completed until a certificate in writing to that effect shall be granted to the Contractor by the Superintending Engineer for the time being of the District of Chingleput hereinafter described as the "Superintending Engineer". —

3 The Superintending Engineer shall be the sole Judge upon all matters relating to the construction incidents and consequences

quences of the said specification and drawing and of this contract respectively. —

4 The Contractor will at all times during the continuance of this Contract observe every direction with respect to the performance thereof from time to time given to him or his foreman or agent by the Superintending Engineer.

5 It shall be lawful for the President if he shall at any time during the construction of the said iron and woodwork consider it necessary or desirable so to do to make any alterations in the dimensions or form of the superstructure of the said proposed Bridge and also to make any additions



tions thereto but such alterations  
and additions shall be made  
without in any way affecting  
the conditions of this contract  
except that such additions  
and all such alterations as  
shall make any addition  
to the said iron and woodwork  
shall be paid for at such  
rates as shall be determined  
by the Superintending Engineer

b In the event of there being  
any delay on the part of the  
Contractor in the comple-  
tion of this contract on  
the day of 1877 the  
Contractor shall pay to the  
President as and by way of  
liquidated damages and  
not in the nature of a penalty  
for such delay the sum of  
Rs 100 for every day's delay  
during

during which the superstructure  
of the said proposed Bridge hereby  
contracted for shall remain un-  
finished and such sum or  
sums shall be deducted by the  
President from any sums which  
may at any time be due to  
the Contractor on account  
of the execution of the afore-  
said iron and wood work  
as if the same had been  
monies paid by the President  
to the Contractor on account.  
Provided nevertheless that if  
circumstances should in  
the opinion of the Superin-  
tending Engineer warrant  
an extension of the time for  
the completion of this con-  
tract it shall be allowed  
and the Superintending  
Engineer shall in that case  
fix



fix the period of such extension and certify the same in writing under his hand to be endorsed hereon.

7 All payments on account as well as of the final balance shall be made to the Contractor in Government Rupees at the Treasury, Homes Garden.

8 The President shall advance to the Contractor the further sum of                  Rupees on account of this Contract upon production to the President of the Bills of Lading of the whole of the Iron work required for the construction of the Superstructure of the said proposed Bridge and also the further sum of                  Rs upon the delivery of the whole of the said iron work upon the

the site of the said proposed Bridge.  
9 The President shall from time to time during the construction of the Superstructure of the said Bridge make further advances to the Contractor in respect of the work done in pursuance of this Contract to the extent of 800 Rupees for each space completed, provided that such advances shall only be made in respect of such work as the Superintending Engineer shall have satisfied himself as having been actually performed.

10 The remaining balance of Rupees                  shall be retained by the President until the completion of this Contract to the satisfaction of



of the Superintending Engineer  
and the grant by him of the  
Certificate mentioned in the  
2<sup>nd</sup> clause of these presents.

11 It shall be lawful for  
the Superintending Engineer  
to reject any work which in  
his opinion shall have been  
unsoundly incorrectly or  
imperfectly constructed and  
all work so rejected shall  
be immediately removed  
and fresh work in lieu thereof  
executed properly to his Satis-  
faction without any extra  
charge whatsoever and with-  
out any delay in the period  
fixed for the completion of  
the said works.

12 All materials which shall  
be rejected by the Superintending  
Engineer for any of the reasons  
mentioned in the last preceding  
Clause

4  
12  
Clause of these presents shall  
be removed by the Contractor  
from the site of the said works  
and will not be allowed to remain  
in contiguity therewith longer than  
shall be absolutely necessary  
to provide for their removal and  
in default of such removal by  
the Contractor it shall be law-  
ful for the Executive Engineer  
to have them conveyed away  
and the expense incurred in so  
doing shall be deducted from  
any sum that may then  
be or thereafter become due to  
the Contractor under this  
Contract as if the same had  
been monies paid by the Pre-  
sident to the Contractor  
on account.

13 Upon the completion of the Super-  
structure



Structure of the Said Bridge to the Satisfaction of the Superintending Engineer the President shall take charge thereof from the Contractor and thereupon all responsibility on his part shall cease.

14 No deviation from any of the provisions of this Contract or the Said general specification or plan herewith annexed will be permitted unless with the previous sanction of the Superintending Engineer.

15 Should any discrepancies exist between the Scale attached to the Said drawing and the written dimensions as stated in the Said specification or between the Said drawing and the Said specification or

or any ambiguity in the same the same shall be referred to the Superintending Engineer whose decisions in the matter shall be conclusive and binding on the Contractor.

16 The Contractor shall if required furnish the Superintending Engineer with a statement of the arrangement and mode he proposes to adopt for the execution of the Said works and in case the Superintending Engineer shall consider any alteration in the same desirable the Contractor shall be bound to conform thereto.

17 The Contractor shall at all times employ as many men



bullocks, materials and plank of all kinds as shall be in the opinion of the Superintending Engineer adequate to the due completion of this contract within the time hereby limited for that purpose and shall have experienced and in all other respects proper and fit overlookers for effectually conducting the making and erection of the Said superstructure.

18 The Contractor shall not assign this contract or any part thereof without the consent in writing of the Superintending Engineer.

19 All materials brought and left upon the site of the Said

Said bridge or ground adjoining thereto shall for the purpose of this Contract be considered the property of the President and shall not be taken away on any account without the written sanction of the Superintending Engineer until the superstructure of the Said Bridge shall be certified to have been completed when the Contractor shall be permitted to remove all materials not properly belonging to the President.

20 The Contractor shall sustain and bear the cost of all contingencies which may happen during the construction of the Said works whether in the nature of accidents, Casualties,



Casualties, thefts, fire night  
works delays precautionary  
or temporary works and  
whether required for the  
said superstructure itself  
or for the prevention of injury  
to the adjacent land or from  
any cause whatsoever arising  
during the progress of the said  
works.

21 The contractor shall at  
all times promptly obey all  
the written orders and direc-  
tions of the Superintending  
Engineer with regard to the  
said works and in case he  
shall refuse or neglect to obey  
the same or be guilty of any  
evasion or delay in carrying  
them out then the Superin-  
tending Engineer shall give  
notice in writing to the con-  
tractor

tractor to perform such orders  
or directions within a reasonable  
time to be named in the notice  
and if the contractor shall fail  
to comply therewith in all  
respects the President shall  
retain whatever amount  
may then be due to the con-  
tractor as liquidated damages  
without prejudice to his other  
remedies against the contrac-  
tor and the Superintending  
Engineer shall also be at  
liberty to put an end to this  
contract.

22 The contractor shall not  
take <sup>any advantage</sup> of any error omission  
or discrepancy in the said  
specification and drawing  
hereunto annexed or in the  
orders to be given to him by the



Casualties, thefts, fire night  
works delays precautionary  
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said superstructure itself  
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take <sup>any advantage</sup> of any error omission  
or discrepancy in the said  
specification and drawing  
hereto annexed or in the  
orders to be given to him by  
the



the Executive Engineer.

23 The Contractor will erect at his own expense all temporary sheds which shall in the opinion of the Superintending Engineer be necessary for the purpose of the construction of the superstructure of the Said Bridge.

In witness whereof the Said William Maylor (the Contractor) hath hereunto (and to a duplicate hereof) set his hand and seal and the common seal of the Said Local Board of the Lydapet Circle of the Said District of Chinn.

6

Chingleput hath hereunto (and also to a duplicate hereof) been hereunto affixed by order of the President the day and year first above written.

Signed Sealed and delivered  
by the above named William  
Maylor in the presence  
of —————

The Common Seal of the  
above named Local  
Board hath here  
unto been affixed in the  
presence of



18  
Phoenix Coffee works  
Beypoor 4 Sept. 1875.

To

R. I. McClure Esq.  
President of the L.F.B.  
Chingapat Dr.

Sir,

In acknowledging receipt of  
your letter of the 31<sup>st</sup> ult. I have  
the honor to inform you that I  
should like the terms of payment  
for the Costellian Bridge to be as  
follows.

Rs 10000 on signing Contract  
12000 on production of Bill of  
Lading and policy of In-  
surance for the whole of  
the Iron work  
5000 on delivery of the whole of  
the Iron work at the site of  
the Bridge  
800 On completion of each span  
and the balance Rs 11600  
on completion of the whole

Some mistakes  
in these figures  
I think

Done returned to  
Pine Hills

Done letter from

the President of L.F.B.

to my friend at the

23 Dec 1875 or 186

W. G. R. Rogers Esq.

17/11/80

18/11/80

18/11/80



Coffee Works  
Staries & Pouse Coimbatore 17<sup>th</sup> Nov<sup>r</sup> 1875.

To

R. J. Melville Esq<sup>r</sup>  
President Local Board  
Chungelput D<sup>r</sup>.

Sir,

I have the honor to acknowledge receipt of your letter of the 15<sup>th</sup> instant, with Enclosures.

As the Board has decided on a wooden flooring instead of Iron, I would propose on behalf of Mr. Maylor that the instalments be paid as follows.

Rs 5000 on signing Contract,  
10000 on production of B/L and  
Policy of Insurance for the  
whole of the Iron work.  
5000 on delivery of whole of Iron  
work at site of the bridge,  
700 on completion of each span  
and the balance Rs 8900 on  
the completion of the whole work  
to the satisfaction of the Supt.  
Engineer

Enclosed

On a letter from

the President of the Board

asking that the Board

should be asked to

See Mr.

de R. J. Melville

17/11/75

in Dec 574 1876



I do not think Mr. Maylor was prepared to offer any security, as it had never been required from him before, although he had on previous occasions received advances from Government for works to be executed by him.

I trust the Board will therefore sanction the proposed small advance of Rs 5000 on signing the contract, as the remaining payments will be fully covered by value of bridge work shipped or actual work done.

Meanwhile I return  
the copy of the agreement sent,

I have &c  
(s) Robt. Stanes  
(True copy)

Minister  
President



No 55

22

Endorsement of the Financial  
Department on Proceedings of  
the Board of Revenue, No 32  
of 10<sup>th</sup> January 1876.

Chief Engineer's Remarks.

The advance of Rs 5000 on so  
large a Contract seems a small  
sum, ~~but~~ viewed from the other  
side. Mr. Mayor has carried  
out several Contracts very  
satisfactorily, and had an equal  
or larger advance given him,  
on cash, without security.  
But he was personally known  
to all the Members of the Local  
Fund Boards with which he  
was dealing; which is not the  
case in this instance. If  
therefore he requires an advance,  
there is no reason why the  
Chingleput

22 Jan 1876

27/1/76

27/1/76

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27/1/76



Chingleput Board should  
not insist upon personal  
Security for the amount ad-  
vanced being given; which  
Messrs. Stanes and Rouse,  
who are intimately connected  
with him in business, need  
make no difficulty about.  
Inspection of the Iron Work  
at home is not, in the opinion  
of the Chief Engineer, necessary  
when all the material is or-  
dered and shipped on the  
Contractors own responsibility  
and risk. It will certainly  
cause delay; perhaps addi-  
tional expense. In fact un-  
less the Local Fund Board  
will place themselves in the  
hands of Mr. Maylor, and  
trust him entirely in his  
double capacity of Contractor  
and Engineer, the Chief Engi-  
neer does not see how they  
can

Can escape paying a Contrac-  
torian on account of Public  
Works supervision; whether  
that be exercised by an Indian  
Office Inspector, the Super-  
intendent of the Public Works  
Workshops at Madras, or the  
Superintending Engineer or  
Range Officer of Chingleput.  
Mr. Maylor's competence as  
an Engineer is as undoubted  
as his good faith as a business  
man.

C. M. Walker Major General R.E.  
Chief Engineer W. P. W.

Fort St. George  
12<sup>th</sup> January 1876

To  
The Financial Department.  
with four Schedules.



29 July 1755 Dec 1758  
 17 Dec 1754 - 1755

~~to the Hon. Secy of the Treasury~~  
~~for the Hon. Secy of the Treasury~~  
 4. February 1876 No 257.  
 to the Hon. Secy of the Treasury  
 17 Dec 1754 - 1755

Transmit (1876) Dec 1758  
 Dec 1754 - 1755

Transmit Dec 1758  
 Dec 1754 - 1755

Transmit Dec 1758  
 Dec 1754 - 1755

Transmit Dec 1758  
 Dec 1754 - 1755

1758

Transmit Dec 1758  
 Dec 1754 - 1755

Read No 52590.

to Board of Revenue  
 Public Works Dept

45-40-40



Dorsey  
Govt. of 1876 Madras.

Kind

G.O., 4<sup>th</sup> Feb., 1876, No. 251.

Nos. 52 - 54.

Lieut. General <sup>Bridges</sup> - The  
Chief Engineer's remarks on the  
subject of security being demanded  
for the advance applied for by  
Mr. Mayle, Contractor for the Con-  
struction of the Cortillon Bridge  
the inspection of the iron  
in England Communicated

