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MADRAS RECORD OFFICE.

Government of Madras.

Public (Proper) DEPARTMENT.

Con 2011/57

G.O. No. 2899 Press —Mis.—

4849

Dated 14-12-1857

Not to be folded or roughly handled

No. 18. Read the following letter from Lieutenant-Colonel J. H. BELL, Chief Engineer; to J. D. BOURDILLON, Esq., Secretary to Government, dated 1st December 1859, No. 7856.

I have the honor to forward herewith, a letter from the Garrison Engineer and its accompaniments, detailing the steps taken in the matter of a contract entered into by him with Messrs. Law and Williams, for the erection of the veranda to the European barracks in Fort Saint George at the estimated cost of Rupees 42,200

1 Letter from Garrison Engineer, dated 28th November 1859, No. 649.
1 Memorandum of case.
1 Packet of correspondence.
1 Plan and 1 agreement &c. attached.

2. The contract in question, which was executed on the 30th June last, stipulated for the commencement of the above work within 7 days from that date, and for its completion by the 1st March 1860. Three several advances were made by the acting Garrison Engineer to the contractors, amounting in the aggregate to Rupees 20,072-9-7, on their representing that the money was required to purchase on very favorable terms a quantity of teak timber and other building materials. Notwithstanding, however, these advances, which were made in order that the contractors might be enabled to proceed vigorously with the work, and also the repeated assurances of the contractors that there would be no delay in its prosecution, the progress of the work was so dilatory and unsatisfactory, that Captain Rawlins was constrained, on the 16th November 1859, to take the work out of their hands, after due and sufficient warning both to them and to their securities, Messrs. Atkinson and Williamson, agreeably to the following provision of the contract. "In the event of any delay on our part "in the commencement, progress or completion of the said works within the time above specified, "or in default by us to employ a sufficient number of qualified work people approved by the said "Garrison Engineer, or in the use of inferior materials, it will be optional with the said Garrison "Engineer for the time being peremptorily to take away the further execution of the works from "us and to finish them at his own or at our expense, whichever he may think proper."

3. Captain Rawlins alleges that he has no doubt that the work has been culpably and vexatiously delayed by the contractors, and that they had made from the beginning the most unsatisfactory arrangements for its due prosecution. This opinion is borne out by Major Horsley, Deputy Chief Engineer, who has himself inspected the work on several occasions, and by the subordinates, who frequently mustered the workmen and found their number quite inadequate.

4. The contractors plead, as an excuse for the dilatoriness of the work, the enhanced price of materials; but Captain Rawlins, while admitting this fact, observes that though some of the rates allowed in the estimate are low, yet that there are others in excess of the prevailing rates, and that, on the whole, he considers the estimate fair and sufficiently liberal. He hopes to complete the work within the estimate.

5. I may here observe, that Messrs. Law and Williams' tender,* though higher in figure, was accepted by the Garrison Engineer, with the approval of the Chief Engineer, in preference to that† made by a Native, because it was thought that they would be more likely to complete the work within the time appointed and in a workmanlike manner, Mr. Law being a builder by profession, and as their securities also were considered in every respect satisfactory. The failure, therefore, of this contract would seem to prove that unless Government are prepared to pay to contractors higher rates than they can get the same work done for by their own officers, the contract system is not likely to work well at the Presidency, while the only available contractors are men with little or no capital, who are unable to bear losses by balancing against them their profits in an extensive business.

* Rupees 42,200.
† Rupees 39,000.

6. Since the work has been taken away from the contractors, the Garrison Engineer has received a protest from their legal advisers desiring his non-interference in the work, and holding him responsible for the delay in consequence. The reply of the Garrison Engineer to this letter was written in concert with Mr. Boyson. The Garrison Engineer appointed Monday the 28th instant for measuring and valuing the work of the contractors by arbitration, according to

the agreement, informing the contractors that unless they attended or appointed some one to do so on their behalf, he would proceed with the measurement of the work without further notice.

7. The work already executed by the contractors is computed roughly at Rupees 3,500, to which must be added the value of the timber purchased by them, and which is now in the custody of the Garrison Engineer, viz. Rupees 13,072-9-7, making a total of Rupees 16,572-9-7. The balance therefore, due by the contractors is about Rupees 3,500. The Garrison Engineer promises to report the result of his final measurement and valuation of the work and the same will be communicated to Government when received

8. Under the foregoing explanation, I beg that the Government will be pleased to place the matter in the hands of the Government Solicitor, in view to the recovery of the above balance of Rupees 3,500 from the contractors.

No. 49.

ORDER THEREON, 14th December 1859, No. 2899.

1. With this letter, the Chief Engineer submits one from the Garrison Engineer with its accompaniments, on the subject of a contract entered into with Messrs. Law and Williams for the erection of the veranda to the European barracks in Fort Saint George at the estimated cost of Rupees 42,200.

2. The contract, which was executed on the 30th June last, stipulated for the commencement of the work within seven days from that date, and for its completion by 1st March 1860. Advances to the total amount of Rupees 20,072 were made to the contractors to enable them to prosecute the work vigorously; but their operations were so dilatory and unsatisfactory that Captain Rawlins under instructions from the Chief Engineer and agreeably to a provision in the contract, took the work out of their hands on the 16th November 1859, after due warning. In explanation of the delay, the contractors plead the high price of materials. Captain Rawlins while admitting the truth of this statement, observes that though some rates in the estimate are low, others are in excess of the existing prices, and he considers the estimate to be on the whole sufficiently liberal. He expects to complete the work by the agency at his disposal within the sanctioned amount. The work already performed by the contractors is roughly computed at Rupeee 3,500 to which adding Rupees 13,072 the value of the timber purchased by them and now in the Garrison Engineer's custody, there results a total of Rupees 16,572; the balance due by the contractors is therefore about Rupees 3,500.

	Rs.
Total advance.....	20,072
Cost of work performed and value of timber.....	16.572
Balance due.....	3,500

3. The Honorable the Governor in Council is of opinion that the balance due by the contractors should be recovered from them by legal process; and he requests the Government Solicitor to take such steps, in communication with the Chief Engineer, as he may consider proper to that end. Mr. Boyson will report the result to Government.

4. The Governor in Council does not agree with the Chief Engineer that a general inference can be drawn against the applicability of the contract system to Madras, from the single instance under notice. He trusts to Colonel Bell to do all in his power to give fair encouragement to the system, by means of the just treatment of contractors in all respects.

Paragraph 5.

(Signed) J. D. BOURDILLON,
Secretary to Government.

No 1357

Central Office No 1
Fort Saint George 3

From
The Chief Engineer
1st December 1859.

To
The Secretary to Government
Sir.

D.O.No.

Militairy

Enclosures 5.
1 Letter from Garrison Engineer dated 28th Novr/59 No 649.
1 Memo of Case
1 Packet of Correspondence
1 Plan
1 Agreement &c attached.

I have the honor to forward herewith a letter from the Garrison Engineer and its accompaniments, detailing the steps taken in the matter of a Contract entered into by him with Messrs Law and Williams for the erection of the Verandah to the European Barracks in Fort Saint George at the estimated cost of Rupees 42,200

2. The contract in question, which was executed on the 30th June last stipulated for the commencement of the above work within 7 days from that date, and for its completion by the 1st March 1860. Since several advances were made by the Acting Garrison Engineer.

to

to the Contractors, amounting in the aggregate to Rupees 20,072-9-7, on their representing that the money was required to purchase on very favorable terms a quantity of Teak Timber and other building Materials. Notwithstanding, however, these advances, which were made in order that the Contractors might be enabled to proceed vigorously with the work, and also the repeated assurances of the Contractors that there would be no delay in its prosecution, the progress of the work was so dilatory and unsatisfactory that Captain Rawlins was constrained, on the 16th November 1859, to take the work out of their hands, after due and sufficient warning both to them and to their Securities, Messrs Atkinson and Williamson, agreeably to the following provision of the contract: "In the event of any "delay on our part in the commencement, progress or completion of the

"the said works within the time above specified, or in default by us to employ a sufficient number of qualified workpeople approved by the said Garrison Engineer, or in the use of inferior materials, it will be optional with the said Garrison Engineer for the time being peremptorily to take away the further execution of the works from us and to finish them at his own or at our expence, whichever he may think proper."

3. Captain Rawlins alleges that he has no doubt that the work has been culpably and vexatiously delayed by the Contractors, and that they had made from the beginning the most unsatisfactory arrangements for its due prosecution. This opinion is borne out by Major Horsley, Deputy Chief Engineer, who has himself inspected the work on several

the

several occasions, and by the Subor-
dinates, who frequently mustered
the workmen and found their num-
ber quite inadequate -

4. The Contractors
plead, as an excuse for the dilato-
riness of the work, the enhanced
price of materials; but Captain
Rawlins, while admitting this
fact, observes, that though some of
the rates allowed in the Estimate
are low, yet that there are others in
excess of the prevailing rates, and
that, on the whole, he considers the
Estimate fair and sufficiently li-
beral. He hopes to complete the
work within the Estimate -

5. I may here observe
that Messrs Law and Williams
tender, though higher in figure, was
was accepted by the Garrison
Engineer, with the approval of
the Chief Engineer, in preference
to that made by a native, because Rs 39,000

it.

it was thought that they would be more
likely to complete the work within the
time appointed and in a workman like
manner, Mr Law being a builder by
profession, and as their securities also
were considered in every respect satis-
factory. The failure, therefore, of this
Contract would seem to prove that
unless Government are prepared to pay
to Contractors higher rates than they
can get the same work done for by their
own Officers, the Contract system is
not likely to work well at the Presidency
while the only available Contractors
are men with little or no capital, who
are unable to bear losses by balancing
against them their profits in an exten-
sive business.

6. Since the work has been taken
away from the Contractors the Garrison
Engineer has received a protest from
their legal advisers desiring his non
interference in the work, and holding
him responsible for the delay in con-
sequence. The reply of the Garrison Engi-
neer to this letter was written in
concert with Mr Boyson. The Garrison
Engineer

the

Engineer appointed Monday the 28th
Instant for measuring and valuing
the work of the Contractors by Arbitra-
tion according to the Agreement; in
forming the Contractors that unless
they attended or appointed some one
to do so on their behalf, he would pro-
ceed with the measurement of the
work without further notice.

The work already executed
by the Contractors is computed roughly
at Rupees 3500, to which must be
added the value of the Timber purchased
by them and which is now in the custody
of the Garrison Engineer, viz: Rupees 13072.
9. 7. making a total of Rupees 16572-9-7
The balance therefore, due by the Con-
tractors is about Rupees 3,500. The
Garrison Engineer promises to report
the result of his final measurement
and valuation of the work and the
same will be communicated to Govern-
ment when received.

Under the foregoing explan-
ation I beg that the Government will

be

be pleased to place the matter in
the hands of the Government Solicitor
in view to the recovery of the above
balance of Rupees 3,500 from the
Contractors.

I have the honor to be
Sir
Your Most Obedient Servt
J H Dell Lieut Colonel
Chief Engineer

Fort Saint George
1st December 1859

Lt W B Ps Major
Dy Chief Engr No 6

To
The Secretary to Government
P.W.D.

2 Diary

the

Pub. Wks. Dept.

No. 2899 ... 11

Proceedings of the Madras Government
Under date the 14th Dec. 1859.

Read the following Letter from the Chief Engineer

Report on the non-fulfilment of a contract by Messrs Law & Williams for building a Verandah to the Barracks in the Fort, & requesting that the matter may be placed in the hands of the Government Solicitor for recovery of Rupees 3500 from them.

1st Dec. 1859.

With this letter the Chief Engr submits the following statements of the amounts received on account of the Contract for building a Verandah to the Barracks in the Fort, & of the sums paid to Messrs Law & Williams for the execution of the Verandah to the Barracks in the Fort.

Statement of Receipts.

Amount of Estimate	Rs. 6,000
Deposit	600
Amount of Bill No. 1	1,200
Ditto Ditto 2	1,200
Ditto Ditto 3	1,200
Total	Rs. 4,200

Statement of Payments.

Amount of Bill No. 1	Rs. 1,200
Ditto Ditto 2	1,200
Ditto Ditto 3	1,200
Total	Rs. 3,600

The Contract work was to be executed on the 30th June 1859, but was not completed for the

Pub. Wks. 1859 Dept.
Proc. of Govt. 20 Dec.
No. 3172.

From
The Chief Engineer
To
The Secretary to Govt.
P.W.D.

Dated 5th
Rec'd 8th December 1859
4 Encls.
No. 7856

5th
No. 2899 - 11th December

Reports on the non-fulfilment of a Contract by Messrs Law & Williams for building a Verandah to the Barracks in the Fort & requests that the matter may be placed in the hands of the Government Solicitor for recovery of Rupees 3500 from them.

The Balance due from the Contractors should be recovered by Legal Proceedings.

I do not agree with Colonel Bell that a general inference should be drawn against the applicability of the Contract system to Madras from this single instance.

Let them sue

Guindi 6 Dec 59.

MC

The Govt. perceive that the Contract is not fulfilled by the D.P.W. Officer & that they have been misled by the Contractors. They leave it to the Chief Engr to take such steps as he may consider necessary for the recovery of the balance due to Government.

Fort St. George
8th December 1859

Play with 5 Encls
Rec'd 10th Dec.
Answered 14th Dec/59

No. 28.

5 December Rg.

the commencement of the work within seven days from that date, and for its completion by 1st March 1859. Advances to the total amount of Rs 20,072 were made to the Contractors to enable them to prosecute the work vigorously; but their operations were so dilatory and unsatisfactory that Captain Rawlins under instructions from the Chief Engr. and agreeably to a provision in the Contract, took the work on the 16th Novr 1858 out of their hands after due warning. In explanation of the delay the Contractors plead the high price of materials. Capt. Rawlins while admitting the truth of this statement, observed that though some rates in the estimate are low, others are in excess of the existing prices, and he considers the estimate to be on the whole sufficiently liberal. He expects to complete the work by the agency at his disposal within the sanctioned amount. The work already performed by the Contractors is roughly computed at Rs 3,500. to which adding Rs 13,072 the value of the timber purchased by them and now in the Garrison Engr's custody, there results a total of Rs 16,572; the balance due by the Contractors is therefore about Rs 3,500.-

3 From the failure of this Contract, the Chief

f
13

	Rs
Total advance . . .	20,072
Cost of work performed and value of timber . . .	16,572
Balance due	3,500

~~The Chief Engr thinks that the Contract System proposed upon the Contractors tender taken thereat which work is performed by them and Officers the Contract System is not likely to work well at the Dardinup~~

3. The Govt the Govt Engr is of opinion that the balance due by the Contractors should be recovered from them by legal process; and he suggests to the Govt Solicitor to take such steps, in communication with the Chief Engr, as he may consider proper to effect ~~for the recovery of the amount~~ Govt Boyson will report the result to Govt

4. The Govt will does not agree with the Chief Engr Para 3 that a general reference should be drawn against the applicability of the Contract system to Roads from the single instance under notice. He trusts to Col Bell to do all in his power to give fair encouragement to the system by means of the most liberal treatment of Contractors in all respects.

15

10 Copies
To the Chief Engr Dispatch
to Govt Solicitor with 5 Displ Encls

Public Works 1859 Department.
Pro: of Govt. 20th Decr.

No. 2899.

Pro: of the Madras Govt.
of 14th Decr/59.

From the Chief Engineer of 26th July/59
Do. of 18th/4 mo Pro: 16th August-61
205-206

Steam-Do.— Do. 14th Sept.
1861 Cct: 2087.

Ordering that the balances
due by Messrs Lane and
Williams, contractors for erecting
a Veranda to the European
Barracks in the Fort, be
recovered by legal process
and requesting the Govt.
Solicitor to take necessary
steps to that end.

No: 48 & 49.

Public Works 1859 Department.
Pro: of Govt. 20th Decr.

No. 2899.

Pro: of the Madras Govt.
Dy 14th Decr/59.

From the Chief Engineer Dy 26th July/59
Rec'd 18th ult. Pro: 16th August
205-206
From Do. — Do. 14th Sept.
1861 Cct: 2089.

Ordering that the balance
due by Messrs Lane and
Williams, contractors for erecting
a Veranda to the European
Barracks in the Fort, be
recovered by legal process
and requesting the Govt.
Solicitor to take necessary
steps to that end.

No. 48849.