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# MADRAS RECORD OFFICE.

## Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1542 Press ~~Mis.~~

231-232

Dated 13-8- 1861.

**Not to be folded or roughly handled**

PUBLIC WORKS DEPARTMENT.
*Public.*

## PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following letter from Lieutenant-Colonel A. BOILEAU, Government Superintendent and Controller Madras Pier Works, to J. D. SIM, Esq., Secretary to Government, dated Chepauk, 24th July 1861:—

SIR,

At the request of Mr. Wells, the Pier Contractor's representative, I beg to forward herewith a letter from him to my address, taking exception to certain statements made in my letter to you dated 11th May 1861, and with a view to present the whole case as lucidly as possible before Government, I have the honor to subjoin extracts from Mr. Well's letters with my remarks, entered in a parallel column against each:—

1 Letter from G. Wells, Esq., dated 1st July 1861.

| Remarks in Lieut.-Colonel Boileau's letter, 11th May 1861, objected to. | Mr. Wells' observations. | Lieutenant-Colonel Boileau's rejoinder. |
|---|---|---|
| *Paragraph* 6.<br>The full length of the Piles, however, are not figured upon any of the general drawing, neither upon that of 1856 nor that of 1859, but on the contrary, I find ample evidence on the face of them to show that the lengths are not intended to be there shown. | In the 1856 drawing the depth of water at the Pier head is figured, and in fact the length of the Pile *minus the batter*, but it was taken out of 1859 (1858) drawing on account of an objection I made to a clause in the draft contract compelling me to go out 1,000 feet, *and* into 24 feet of water at low water mark, and the several lines were therefore called assumed lines on the 1859 drawing, and I have since found that the depth of water at Pier head will not be so much as shown on general drawing, clearly proving I was correct in having the clause struck out. | As pointed out in my letter to Government, dated 26th June 1861, the depth of water at the Pier head is certainly figured on the 1856 drawing, but the reference notes giving 27½ feet and 24 feet respectively, for high and low water lines, are *scratched across* and a pencil remark alongside is made in these words: "*These are merely assumed data, not guaranteed,*" so that the figuring is virtually done away with.<br>Mr. Wells, I am glad to find, does not pretend to say that the full lengths of the Piles are figured upon any of the general drawings, either that of 1856 or 1858 (or the copy of the letter dated 1859 in my Office).<br>It is curious to observe how Mr. Wells holds by the figuring of the depth of water in 1856 drawing as long it is convenient to enable him, as he thinks, to establish that the lengths of Piles may be thence deduced, and then how he ignores the very same figuring when he fears he will be drawn thereby into deeper water!<br>In a letter to my address (*C*) 30th March 1861, which formed one of the enclosures of my letter to Government of the 11th May 1861, Mr. Wells, in endeavouring to show that his assumed bed in a measure agreed with the soundings entered in the Marine Proceedings of 23rd September 1845, went on to observe that his plan gives us in one or two places a depth at *low water* of 24 feet, whereas the soundings of 1845, gave that as a depth only below *mean water* line. It was treated of as a liberal concession, but by Mr. Well's observations in the parallel column, it will be seen he has no intention of giving us that depth, and in fact he congratulates himself on having had the clause struck out! |

| Remarks in Lieut.-Colonel Boileau's letter, 11th May 1861, objected to. | Mr. Wells' observations. | Lieutenant-Colonel Boileau's rejoinder. |
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| *Paragraph.* | | |
| What a complete ignoring is here of both the letter and spirit of the contract (and I may say intention of the former Contractor, Mr. T. W. Mitchell) based, as the contract evidently was, upon the Report of the Pier Committee, which drew such earnest attention to the necessity of having a permanent hold of more than 12 feet below a line lower than monsoon soundings would give. | I cannot find any thing in paragraphs 17 and 18 of the Pier Committee's Report relative to the necessity of having a permanent hold of more than 12 feet below a line lower than monsoon soundings would give, but what they say as to the length is that the 12 feet in the ground (the ground line shown in drawing) may be undermined, and that the addition required to the length of the Piles is not such as to add greatly to the cost of the work. Now, if the Committee wished to have the Piles 12 feet in the permanent bed they would have stated the following :—<br>"The 12 feet in the ground shown on drawing may be undermined, and as it is our opinion necessary to have 12 feet permanent hold, we recommend the Piles to be made 12 feet longer, viz., 24 feet below the ground line shown on drawing, but this no doubt will add greatly to the cost of the Pier." | What Mr. Wells' marks as quotation from the Pier Committee's Report is no proper quotation at all, but parts picked out and conveniently strung together. It is, moreover, quite unnecessary for him to frame, as he here does, sentences for the Committee who have expressed their views in the clearest possible light. They had before them, I suppose, the drawing of 1856, which showed 12 feet depth of Pile below a ground line which on their first treatment of the subject they looked at as possibly representing the bed of the sea at a certain time, because old and new soundings happened in a measure to agree; but remembering the shifting character of the bed, they go on to say: "If the bottom of the sea" represented by that line "remained stationary, the depth, 12 feet, at which the screws are shown in the drawing, would be sufficient"; what is that but saying in other words: we consider 12 feet below the line of undisturbed bed necessary. They then proceed to state the time of year when such a bed may be found. Their argument is simply this, "Twelve feet below a shifting bed may be undermined; that depth is required below a fixed bed."<br>Any other reading would lead to the conclusion that they recommended a maximum hold at the time when it was least wanted. |
| and which was altered to 15 feet on the Contractor's own recommendation. | Now what does Mr. Mitchell say?<br>"The depth to which the "Piles should be inserted "is a most important "point." It was intended, he further says, "that the "Piles should be inserted "to a depth of 12 feet," and although he anticipated no injury, yet it might be advisable to act upon the opinion of the Committee so strongly expressed, and he therefore lengthened the Piles 3 feet, that they may be inserted to a depth of 15 feet in the sand. As a matter of course Mr. Mitchell was working from the | All that I wished to observe regarding Mr. Mitchell was, that the precise addition of 3 feet was recommended by him to 12 feet permanent hold suggested by Committee, making in all a permanent hold of 15 feet.<br>It is nothing to us what ground line he chose to work upon.<br>On the 9th Nov. 1858 the Contractor engaged to give us Piles of such length as shall admit of their being imbedded certain specified depths in "the bed of the sea", and therefore he had no right whatever to make his calculations on a drawing framed three years before the site of the Pier was chosen! After the warning of the Committee he should have applied for monsoon sections, and calculated the lengths of the Piles and his money estimate thereupon, as suggested by them. He would not then have so egregiously |



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| Remarks in Lieut.-Colonel Boileau's letter, 11th May 1861, objected to. | Mr. Wells' observations. | Lieutenant-Colonel Boileau's rejoinder. |
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| | ground line shown in 1856 drawing, and hence he mentions 15 feet into the sand, by which he means 15 feet below the ground line shown in general drawing, and this ground line corresponds with that in 1859 drawing. | failed in his contract. Mr. Wells says, the ground line in 1856 drawing corresponds with that of 1858-59; it does so, and as the bed in the latter has distinctly written upon it "*assumed ground line*," of course the former must be "assumed" also. |
| | The Committee in their 2nd Report would have stated if they had thought it necessary that 15 feet in the sand was not sufficient, but on the contrary, they are satisfied with the additional 3 feet, and to substantiate the above, I was prepared with the evidence of some of the Committee to show that so long as Piles were sent out to go 15 feet below the ground line on drawing, the Contractor had carried out the views expressed in *their reports*, which would I think decide the meaning of the contract on one side, as we both agree that the contract was based upon the Committee's. | The Committee expressed, as above shown, their opinion that a 12 feet hold below a permanent bed would suffice, and recommended the lengths of the Piles to be calculated on monsoon soundings; but having perfect safety in view, and deeming it probable that even soundings taken at that season would not give the bed in stormy weather, they go still one step further, and say, due allowance should be made for a somewhat greater change taking place than had been observed. To meet that, the 3 feet were added. When the Committee find they are to get that, or a total of 15 feet permanent hold for £4,644 they state they deem the sum moderate; but so far from thinking that it is a mere tack on of 3 feet to the 1856 drawing lengths, they distinctly declare that they have no plan nor detailed estimate before them, so that they were unable to determine with certainty as to the data upon which the charge now made was calculated.<br>Mr. Wells states he "*was*" prepared with the evidence of some of the Committee, &c. (vide parallel column); I can well believe that *he is* not now prepared with it, for I cannot suppose the only two gentlemen of the Committee, now here, would stultify themselves by giving evidence in direct opposition to the Report which they have signed.<br>It would not signify a straw if they did, because the Report, as it stands, will be taken in preference to what they may say of intentions, and their present individual opinion is nothing. The principal members, it will be remembered, the representatives at the Committee of the Marine, Engineering and Mercantile professions are, the former deceased, the two latter I believe in England. |

| Remarks in Lieut.-Colonel Boileau's letter, 11th May 1860, objected to. | Mr. Wells' observations. | Lieutenant-Colonel Boileau's rejoinder. |
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| *Paragraph* 14. | | |
| On a former occasion when the Agent found that the assumed ground line did in no way represent the real bed (a matter which, though specially brought to his notice in Mr. White's letter dated 21st May 1859, which was sent to him only on the 25th April 1860, he reported to Colonel Bell in the letter as per margin that he suspected and he found his Piles too long he asked for leave to alter their positions to substitute shorter Piles, and even to cut the bracings, and added, that the adoption of the course proposed was upon the understanding that we "*always maintain*" the depth (at least) mentioned in our contract.<br>From Mr. Gilbert to Chief Engineer, 28th April 1860.<br>Do do 25th do.<br>to Colonel Bell,<br>" Mr. Johnson having been misled, as I suspect by an old and now incorrect section of the ground.<br>The first underlining is my own. (Signed) A. B. | The correspondence referred to was relative to the substitution of portion of the 4th and 5th sections for the 2nd and 3rd lost in "Ellen," so as not to delay the work; I therefore think this has nothing to do with the question that was at issue. | Mr. Wells evidently supposes that my remarks are based upon Mr. Gilbert's letter dated 25th April 1860, but it is not so, they are founded upon his letter 28th April 1860, wherein he starts a new proposition, "owing to a "difference between the section of the "sea bed upon which the drawings of "the Pier were made and the lengths "of the Piles calculated, and that shown "by soundings taken by Mr. Gibson "himself, and shows that it is advan-"tageous on that account, and not on "account of the loss of the "Ellen" to "use Piles of the 4th and 5th sections in "the place of those of the 2nd and 3rd "sections, the latter short Piles coming "in usefully where there is outside a "rise in the bed," and "afterwards," he adds, "when the slope becomes gra-"dual, it will be necessary to select the "Piles according to their length."<br>"It was only by such an arrangement," he said, "that the whole of the Piles "would be *fully* their contract depth "on the ground."<br>Mr. Gilbert further remarks, "even if "the "Ellen's" cargo were here, the "the lower bracing would be too long "for the depth of water at the point at "which they are required, and, in any "*case*, they would have to be shortened."<br>I am not surprised at Mr. Wells wishing to slur over a paragraph wherein his Agent had very properly laid it down as his clear duty under all circumstances to "*always maintain*" the depth *at least* mentioned in the contract. |
| *Paragraph* 25.<br>The third refers to Fort St. George Marine Proceedings, dated 23rd September 1845, with a view to show that the section exhibited in the general drawing assumed a still greater depth of water at the Pier head than was given in the soundings entered in those Proceedings, and therefore that the drawing was framed upon a liberal basis.<br>30th March 1861. | I beg to distinctly state that no soundings were forwarded to Mr. Mitchell, with the Pier Committee's Report in 1856 or after that date, nor were any supplied to me until the greater portion of the materials were manufactured. If soundings similar to November 1860 soundings showing the deep monsoon bed had been supplied Mr. T. W. Mitchell, he would have estimated for that section and instead of naming the sum of £4,496, it would have been at the least £10,000. | Had the Pier design been furnished by by Government, it would have been clearly their business to have supplied sections also, but as the structure was from first to last to be the work of the Contractor, both in designing and executing, he it is who should have obtained his own sections, or at any rate as he had no Agents in the country, he should have applied to Government for them.<br>In 1859, Mr. Gilbert was distinctly warned that the bed was found to differ as much as five feet from the assumed bed; notwithstanding which he stated that fresh soundings were unnecessary. There is no doubt the Contractor went precipitately to work in forging his Piles, probably thinking that they would shake down into position somewhere.<br>As to the charge of £10,000, this only confirms the Committee's views in thinking £4,496 moderate. |
| Had Mr. Wells shown instead of referring at all to soundings of 1845 (which must be considered obsolete on account of the alterations in the bed of | | |



| Remarks in Lieut.-Colonel Boileau's letter 11th May 1861, objected to. | Mr. Wells' observations. | Lieutenant-Colonel Boileau's rejoinder. |
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| the sea, which must have ensued from the construction, since that date, of several groynes in the neighborhood of the present site of the Pier) that his assumed bed as originally laid down, and which he had so much reason to distrust, had been corrected after ascertaining the deep monsoon bed, the necessity of discovering which was earnestly pointed out by the Report of the Pier Committee in 1856, which was forwarded to him, and that his Piles had been forged to contract depths calculated on those soundings, it would have been more to the point, and we should then indeed have seen that every endeavour had been made by him to work fully up to the terms of the contract and specification, but in telling us that that he allowed something more than was given in unreliable soundings, he tells us, I think, nothing that can in any way support his case. | | |
| *Paragraph* 28.<br>The object of the three remaining letters is to prove, first, that the platform of the Pier has been raised 1′ 9″ higher than it ought to have been; and 2ndly, that the whole Pier has been put out seaward 120 or 150 feet more than it ought to have been. | My Agent Mr. Gilbert did on the 21st September 1859, inform Colonel Bell that Mr. Gibson was in doubt as to the height of the first Pile; therefore the platform level was not concurred in by my Agent. | This is simply disingenuous.<br>Mr. Wells knows just as well as I do, the nature of the transaction that took place. Captain Carpendale had represented to Colonel Bell that Mr. Gibson was dissatisfied with the position of the first Pile, and on Mr. Gilbert being called upon for an explanation, he wrote to Colonel Bell as follows:—"Mr. Gib-"son asserts that the drawing enclosed "in your letter of the 14th instant is not "in accordance with the measurement "given in your letter, the latter stating "the height of the road above high "water mark to be 10 feet, and the "former showing it to be about 11 feet, "so that the height of the platform of "the Pier would be affected differently "according to the measurement taken to "be correct." Mr. Gilbert then adds, "he is fully prepared to carry out the "drawing upon your authority to do "so, as it is the height and not the "position about which he is in doubt."<br>It will be seen then that Mr. Gibson was in doubt about the height only in the matter of the drawing being *supposed* not to agree with the letter, but |
| *Paragraph* 29.<br>The most proper reply perhaps to these statements is that whatever was done 2 years ago, either in determining the platform level or the point of departure of the Pier, was concurred in by the Contractor's constitued Agent, to whose acts I conceive the Contractor is bound, and therefore the latter cannot, I believe, legally open up questions which have been long ago decided. There is, I confess, some reason to think that the platform was fixed | | |

| Remarks in Lieut.-Colonel Boileau's letter, 11th May 1861, objected to. | Mr. Wells' observations. | Lieutenant.-Colonel Boileau's rejoinder. |
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| at a level somewhat above that laid down in the contract; but that can only be decided after the Tidal Guage, which is now attached to the Pier, has been registered for a twelve month; Mr. Well's deductions having been based upon the readings of only a few weeks. | Although the Governor in Council has decided that Piles according to your measurements are to be used from the 59th row, I feel compelled to say that the Piles I supplied were according to drawing, and according to the section shown upon drawing, for it was upon this section the estimate was made, and had the ground line been the same as therein shown, the Piles would have entered the ground their respective depths of 11, 13 and 15 feet. | in fact they do agree, and no doubt Mr. Gibson was deceived by a line which is on the drawing, which is about 11 feet above high water mark, but that does not represent the road, as he supposed, but the proposed line of gradient for the Railway on to the Pier. This was of course pointed out to the Agent, and there is nothing upon record to show that from that moment any further exception was taken to the height of the Pier.<br>He dare not say they are in accordance with the specification which rules the drawing.<br>He had no right to frame an estimate upon an obsolete section, especially after the warning of the Pier Committee.<br>But the ground line was not the same as that shown in drawing, and this was pointed out to the Contractor, who took no steps to remedy matters consequent on this discovery.<br>I am glad to find Mr. Wells *ending* (as I hope he does) this long correspondence by a simple admission that the Piles did not enter the ground their contract depths. |

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From G. WELLS, Esq., p. pro. F. JOHNSON, Esq. Contractor Madras Pier Works, to Lieutenant-Colonel A. J. M. BOILEAU, Government Superintendent and Controller Madras Pier Works, dated Madras, 1st July 1861.

SIR,

I have to thank you for sending me copy of the Proceedings of the Madras Government, Public Works Department, 31st May 1861. Without wishing to re-open the matter, I beg most respectfully to call your attention to some portions of your letter to J. D. Sim, Esq., dated 11th May 1861.

In paragraph 6 you state, that the "full lengths of the piles, however, are not figured "upon any of the general drawings, neither upon that of 1856 nor that of 1859," but "on the "contrary, I find ample evidence on the face of them to show that the lengths are not intended to "be there stated."

In the 1856 drawing the depth of water at the Pier head is figured, and in fact the length of the pile minus the batter, but it was taken out of the 1859 (1858) drawing on account of an objection I made to a clause in the draft contract, compelling me to go out a 1,000 feet and into 24 feet of water at *low* water mark, and the several lines were therefore called assumed lines on the 1850 drawing, and I have since found that the depth of water at Pier head will not be so much as shown on general drawing, clearly proving I was correct in having the clause struck out.

In paragraph 12 you mention that "what a complete ignoring is here of both the letter "and spirit of the contract (and I may say intention of the former Contractor Mr. T. W. Mitchell) "based as the contract evidently was upon the Report of the Pier Committee, &c., &c."

I cannot find any thing in paragraphs 17 and 18 of this Report relative to the necessity of having a *permanent* hold of more than 12 feet below a line, lower than monsoon soundings "line shown on drawing) may be undermined and that the addition required to the length of "the piles is not such as to add greatly to the cost of the work."



Now, if the Committee wished to have the piles 12 feet in the permanent bed they would have stated the following:—"The 12 feet in the ground shown on drawing may be undermined, "and as it is in our opinion necessary to have 12 feet permanent hold, we recommend the "piles to be made 12 feet longer, viz., 24 feet below the ground line shown on drawing, but "this no doubt will add greatly to the cost of the Pier."

Now, what does Mr. T. W. Mitchell say? "The depth to which the piles should "be inserted is a most important point." It was intended, he further says, "that the piles "should be inserted to a depth of 12 feet," and although he anticipated no injury yet it might be advisable to act upon the opinion of the Committee so strongly expressed, and he therefore lengthened the piles 3 feet, that they may be inserted to the depth of 15 feet in the sand. As a matter of course Mr. Mitchell was working from the ground line shown on 1856 drawing, and hence his mentioning 15 feet into the sand, while he means 15 feet below the ground line shown on general drawing, and this ground line corresponds with that on the 1859 drawing.

The Committee in their 2nd Report would have stated (if they had thought it necessary) that 15 feet in the sand was not sufficient, but on the contrary, they are satisfied with the additional 3 feet, and to substantiate the above I was prepared with the evidence of some of the *Committee* to show that so long as piles were sent out to go 15 feet below the ground line on drawing the Contractor had carried out the views expressed in *their Reports*, which would, I think, at once decide the meaning of the contract upon this point, as we both agree that the contract was based upon the Committee's Reports, &c., &c.

As to paragraph 14. The correspondence referred to was relative to the substitution of portion of the 4th and 5th sections for the 2nd and 3rd lost in "Ellen" so as not to delay the work; I therefore think this has nothing to do with the question that was at issue.

As to paragraph 25. I beg to distinctly state that no soundings were forwarded to Mr. Mitchell with the Pier Committee's Report in 1856, or after that date, nor were any supplied to me until the greater portion of the materials were manufactured. If soundings similar to November 1860 soundings, showing the deep monsoon bed had been supplied Mr. T. W. Mitchell, he would have estimated for that section, and instead of naming the sum of £4,496, it would have been at the least £10,000.

As to paragraphs 28 and 29. My Agent Mr. Gilbert did on the 21st September 1859 inform Colonel Bell that Mr. Gibson was in doubt as to the height of the first pile, therefore the platform level was not concurred in by my Agent.

Although the Governor in Council has decided that piles according to *your measurements* are to be used from the 59th row, I feel compelled to say that the piles I supplied were according to drawing, and according to the section shown upon drawing, for it was upon this section the estimate was made, and had the ground line been the same as therein shown, the piles would have entered the ground their respective depths of 11, 13 and 15 feet.

May I beg the favor of your forwarding copy of this to the Governor in Council.

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ORDER THEREON, 13th August 1861, No. 1,542.

Ordered to be recorded.

(True Extract)

(Signed) J. D. SIM,
*Secretary to Government.*

To the Government Superintendent and Controller of Madras Pier Works.

Exd. S. T. Augustin.

Govt. Supt^ts Pier Office
Chepauk
24th July 1861.

From
Lieutenant Colonel A. Boileau
Govt. Supt^t & Controller Pier Works.

To
J. D. Sim Esq^re
Secretary to Government P.W.D.
Fort St. George.

Sir,

At the request of Mr Wells, the Pier Contractors representative, I beg to forward herewith a letter from him to my address, taking exception to certain Statements made in my letter to you dated 11th May 1861, and with a view to present the whole case as lucidly as possible before Government, I have the honor to subjoin Extracts from Mr Wells letters with my remarks entered in a parallel column against each.

| Remarks in Lieut. Col. Boileaus letter 11th May 1861 objected to | Mr Wells observations | Lt Col. Boileaus rejoinder. |
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| 12 Paragraph 6. The full length of the Piles however are not figured upon any of the general Drawings neither | 10 1/2 ## | As pointed out in my letter to Government dated 26th June 1861 the depth of water at the Pier head is certainly figured on the 1856 drawing but the reference Notes giving 27½ feet and 24 feet respectively |

| Remarks on Lt Col Borleans letter 11th May for objected to. | Mr Wells observations | Lt Col Borleans rejoinder |
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| neither upon that of 1856, nor that of 1859, but on the contrary I find ample evidence on the face of them to shew that the lengths are not intended to be there shown. | 10½<br>In the 1856 drawing the depth of water at the Pier head is figured, and in fact the length of the Pile Minus the batter, but it was taken out of 1859 (1858) drawing on account of an objection I made to a clause in the draft contract compelling me to go out 1000 feet, and not 24 feet of water at Low water Mark, and the general lines were therefore called Assumed lines on the 1859 drawing, and I have since found that the depth of water at Pier Head will not be so much as shown on General drawing clearly proving I was correct in having the clause struck out. | for High and Low Water lines are scratched across and a pencil remark along side is made in three words. "These are merely" assumed data, not guaranteed, so that the figuring is virtually done away with.<br>Mr Wells, I am glad to find, does not pretend to say that the full lengths of the Piles are figured when any of the General drawings either that of 1856, or 1858, (or the copy of the latter dated 1859 in my Office)<br>It is curious to observe how Mr Wells holds by the figuring of the depth of water in 1856 drawing as long it is convenient to enable him, as he thinks, to establish that the lengths of Piles may be thence deduced, and then how he ignores the very same figuring when he fears he will be drawn thereby into deep water!<br>In a letter to my address (C) 30th March 1861 which formed one of the enclosures of my letter to Govt of the 11th May '61, Mr Wells, in endeavouring to shew that his assumed Bed in a measure agreed with the soundings entered in the Marine Proceedings of 28th September 1845, went on to observe that his Plan gave no more than 2 places a depth at Low water of 24 feet whereas the soundings of 1845 gave that as a depth only below Mean water line. It was treated as a liberal concession, but by Mr Wells observations in the parallel column it will be seen he has no intention of giving us that depth, and in fact he congratulates himself on having had the clause struck out! |

| Remarks on Lt Col Borleans letter 11th May for objected to. | Mr Wells observations | Lt Col Borleans Rejoinder |
|---|---|---|
| Para 9<br>What a complete ignoring is here of both the letter and spirit of the Contract (and I may say intention of the former Contractor Mr J. W. Mitchell) based as the Contract evidently was upon the Reports of the Pier Committee who each drew such earnest attention to the necessity of having a permanent hold of more than 12 feet below a line lower than Monsoon Soundings were to be given.<br>and which was altered to 15 feet on the Contractors own recommendation. | 10<br>I cannot find any thing in paras 17 and 18 of the Pier Committees Report relative to the necessity of having a permanent hold of more than 12 feet below a line lower than Monsoon Soundings would be given; but what they say as to the length is that the 12 feet on the ground (the ground line shown in drawing) may be undermined, and that the additions required to the length of the Piles do not such as to add greatly to the cost of the work. Now if the Committee wished to have the Piles 12 feet in the permanent bed they would have stated the following<br>The 12 feet in the ground shown on drawing may be undermined and as it is our opinion necessary to have 12 feet permanent hold we recommend the Piles to be made 12 feet longer viz 27 feet below the ground line shown on drawing, but this no doubt will add greatly to the cost of the Pier."<br>Now what does Mr Mitchell say?<br>The depth to which the Piles should be inserted is a most important point. It was intended further says "that the Piles shall be inserted to a depth of 12 feet" and although the anticipated | 17<br>What Mr Wells marks as quotation from the Pier Committee's Report is no proper quotation at all, but parts picked out and conveniently strung together. It is moreover quite unnecessary for him to do as he here does, sentences for the Committee who have expressed their views in the clearest possible light: They had before them, I suppose; the drawing of 1856 which showed 12 feet depth of pile below a ground line which on their first treatment of the subject; they looked at as possibly representing the bed of the sea at a certain time; because old and new soundings happened in a measure to agree; but, remembering the shifting character of the bed, they go on to say "If the bottom of the Sea represented by that line remained stationary," the depth, 12 feet at which the Screws are shown in the drawing would be sufficient;" what is that but saying in other words, We consider 12 ft below the line of undisturbed bed necessary. They then proceed to state the time of year when such a bed may be found.<br>Their argument is simply this "Twelve feet below a shifting bed may be undermined: that depth is required below a fixed bed."<br>Any other reading would lead to the conclusion that they recommended a maximum hold at the time when it was least wanted.<br>All that I wished to observe regarding Mr Mitchell was that the precise addition of 3 feet was recommended by him to 12 feet permanent hold suggested by Committee, making in all a permanent hold of 15 feet.<br>It is nothing to us what ground line |

| Remarks on Lt Col Boileau's letter 11th May 61. objected to | Mr Wells' observations | Lt Col: Boileau's Rejoinder |
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| 12 | 10½ ## anticipated no injury, yet it might be advisable to act upon the opinion of the Committee so strongly expressed, and he therefore lengthened the Piles 3 feet that they may be inserted to a depth of 15 feet in the sand. As a matter of course Mr Mitchell was working from the ground line shewn in 1856 drawing, and hence he mentions 15 feet into the sand by which he means 15 feet below the ground line shewn in general drawing and this ground line corresponds with that in 1859 drawing. | he chose to work upon. On the 9th November 1858 the Contractor engaged to give us piles of such length as shall admit of their being imbedded certain specified depths in the bed of the Sea and therefore he had no right whatever to make his calculations on a drawing framed 3 years before the site of the Pier was chosen! After the warning of the Committee he should have applied for a Monsoon Section, and calculated the lengths of the Piles, and his money estimate thereupon, as suggested by them. He would not then have so grossly failed in his Contract. Mr Wells says the ground line in 1856 drawing corresponds with that of 1858/59; it does so, and as the bed in the latter is distinctly written upon it "Assumed ground line," of course the former must be "Assumed Data." |
| | The Committee in their 2d Report would have stated if they had thought it necessary that 15 feet in the sand was not sufficient, but on the Contrary they are satisfied with the additional 3 feet and to substantiate the above I was prepared with the evidence of some of the Committee | The Committee express, as above shown, their opinion that a 12 feet hold below a permanent bed would suffice and recommended the lengths of the Piles to be calculated on Monsoon soundings; but having perfect safety in view, and deeming it probable that even soundings taken at that season would |

| Remarks on Lt Col Boileau's letter 11th May Mr objected to | Mr Wells observations | Lt Col Boileau's rejoinder |
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| | 10½ ## Committee to show that so long as Piles were sent out to go 15 feet below the ground line on drawing the Contractor had carried out the views expressed in their Reports which would I think decide the meaning of the Contract on one side as we both agree that the Contract was based upon the Committees. | would not give the bed in stormy weather, they go chill on the step further, and say due allowance should be made for a somewhat greater change taking place than had been observed. To meet that, the 3 feet were added. When the Committee find they are to get that, a total of 15 feet permanent hold for Lt 40 lakhs they state they deem the sum moderate, but so far from thinking that it is a more than 3 feet to the 1856 drawing lengths, they distinctly declare that they have no plans nor detailed Estimate before them, so that they were unable to determine with certainty as to the data upon which the change now made was calculated." Mr Wells states he "was" prepared with the evidence of some of the Committee &ca (vide para: 1st column); I can well believe that he is not now prepared with it, for I cannot suppose the only 2 Gentlemen of the Committee now here would stultify themselves by giving evidence in direct opposition to the Report which they have signed. |

| Remarks in Lt Col Boileau's letter 11th May /61 objected to | Mr Wells observations | Lt Col Boileau's rejoinder |
|---|---|---|
| 12 | 10½ ft | 7<br>It would not signify a straw if they did, because the Report, as it stands, will be taken in preference to what they may say of intention, and their individual opinion is nothing. The principal Members it will be remembered, the representatives at the Committee of the Marine, Engineering and Mercantile professions are, the former deceased, the two latter Strangers in England. |
| Para: 14.<br>On a former occasion when the Agent found that the assumed ground line did in no way represent the real bed (a matter which, though specially brought to his notice in Mr Wells letter dated 5th May 1859 which was sent to him only on the 25th April 1860, he reported to Colonel Yule in his letter as per margin that | The correspondence referred to was relative to the substitution of portion of the 4th and 5th Sections for the 2d & 3d last in "Ellen" so as not to delay the Work; I therefore think this has nothing to do with the question that was at issue.- | Mr Wells evidently supposes that my remarks are based upon Mr Gilbert's letter dated 25th April 1860 but it is not so; they are founded upon his letter 28th April 1860 wherein he starts a new proposition owing to a difference between a section of the Sea bed upon which the drawings of the Pier were made, and the lengths of the Piles calculated, and that shewn by soundings taken by Mr Gilbert himself, and shows that it is advantageous in the account, and not on account of the loss of the Ellen to use piles of the 4th & 5th Sections in the places of those of the 2d & 3d Sections the latter short piles coming in usefully where there is a decided rise in the bed, |

From Mr Gilbert to Chief Engineer 28 April 1860
From do to Colonel Yule 25 April 1860
The first mentioned letter has not been produced by any of the parties
The latter was read by me to Mr Wells on the 2d & 3d May 1860



| Remarks in Lt Col Boileau's letter 11th May /61 objected to | Mr Wells observations | Lt Col Boileau's rejoinder |
|---|---|---|
| 12<br>he inspected and he found the Piles too long he asked for leave to alter their positions to substitute shorter Piles, and even to cut the bracings and added that the adoption of the course proposed was upon the understanding that we "always maintain" the depth (at least) mentioned in our contract. | 10½ | 7<br>bed; afterwards" he adds "when the slope becomes gradual it will be necessary to select the piles according to their length.<br>"It was only by such an arrangement, he said," that the whole of the piles would be fully their contract depth on the ground."<br>Mr Gilbert further remarks "even if the Ellen's cargo were here the lower bracing would be too long for the depth of water at the point at which they are required, and, in many case they would have to be shortened."<br>I am not surprised at Mr Wells wishing to shew or a Paragraph wherein his Agent had very properly laid it down as his clear duty under all circumstances to "always maintain" the depth at least mentioned in the Contract. |
| Para. 25th<br>The third refers to Fort St George Marine Proceedings dated 23 September 1845, with a view to shew that the section exhibited in the general drawing | Steps to distinctly state that no soundings were forwarded to Mr Batchelor with the Pier Committee's Report in 1856 or after that date, nor were any supplied to me until the greater portion of the materials were manufactured | Had the Pier design been furnished by Government it would have been clearly their business to have supplied sections also, but as the structure was from first to last to be the work of the Contractor, both in designing and executing, he it is who should have obtained his own |

| Remarks in Lt Col. Barleans letter 11 May/61 objected to | Mr Wells observations | Lt Col Barleans rejoinder |
|---|---|---|
| 12 drawing assumed a still greater depth of water at the Pier head than was given in the soundings entered in those Proceedings, and therefore that the drawing was framed upon a liberal basis. Had Mr Wells shewn instead of referring at all to soundings of 1845 (which must be considered obsolete on account of the alterations in the bed of the Sea, which must have ensured from the construction, since that date, of several groynes in the neighbourhood of the present site of the Pier) that his assumed bed as originally laid down, and which he had so much reason to distrust, had been corrected after ascertaining the deep Monsoon bed, the necessity of discovering which was correctly pointed out | 10 manufactured. & sounding similar to Novem: 1860 soundings shewing the deep Monsoon bed had been supplied Mr. F. W Mitchell, he would have estimated for that Section and instead of naming the sum of £4496-0-0 it would have been at the least £10,000-0-0. | 17 own sections or at any rate as he had no Agents in the Country, he should have supplied to Government for them. In 1859 Mr Gilbert was distinctly warned that the bed was found to differ as much as 5 feet from the assumed bed, notwithstanding which he stated that fresh soundings were unnecessary. There is no doubt the Contractor went precipitately to work in forging his piles probably thinking that they would shake down into position somewhere. As to the charge of 10,000£, this only confirms the Committees views in thinking 4496 £ moderate. |

| Remarks in Lt Col. Barleans letter 11 May/61 objected to | Mr Wells observations | Lt Col Barleans rejoinder |
|---|---|---|
| 17 | 10½ | 17 |

Mr Wells Reports of 17th Decr 1860, which was forwarded to him, and that his Piles had been forged to Contract depths calculated on those soundings, it would have been more to the point and we should then indeed have seen that every endeavour had been made by him to work fully up to the terms of the Contract and Specification, but in telling us that that he allowed something more than was given in unreliable soundings he tells us nothing, nothing that can in any way support his case.

Page 28. The object of the three remaining letters is to prove that the Platforms of the Pier has been raised 19 inches above its original level and that the Pier has been put out to sea 120 to 150 feet more than it

Mly Agent Mr Gilbert did on the 29th Sept: 1859 inform Colonel Bell that Mr Gibson was in doubt as to the height of the first

This is simply disingenuous. Mr Wells knows just as well as I do the nature of the transactions that took place. Captain Carpenter had represented to Colonel Bell that Mr Gibson was dissatisfied with the position of the 1st pile, and on Mr Gilbert being called upon for an explanation he wrote to Colonel Bell as follows "Mr Gibson asserts that the drawing enclosed in your letter of

Remarks on Lt Col Borleans letter 11 May for objected to

12

it might to have been;
Para 29. The most proper reply perhaps to these Statements is that whatever was done 2 years ago either in determining the Platform level or the point of departure of the Pier was concurred in by the Contractors constituted Agent to whose acts I conceive the Contractor is bound and therefore the latter cannot I believe legally open up questions which have been long ago decided. There is I confess some reason to think that the Platform was fixed at a level somewhat above that laid down in the Contract; but that can only be decided after the Tidal guage which is now attached to the Pier has been registered for a twelve month; Mr Wells deductions having been based upon the readings of only a few weeks

Mr Wells observations

file; therefore the Platform level was not concurred in by my Agent.

13

Lt Col Borleans rejoinder

17

of the 14 instant is not in accordance with the measurement given in your letter, the latter stating the height of the road at one high water mark to be 10 feet; and the former shewing it to be about 11 feet; & that the height of the Platform of the Pier would be affected differently according to the measurement taken to be correct." Mr Gilbert then adds "he is fully prepared to carry out the drawing upon your authority to do so, as it is the height and not the position about which he is in doubt."

It will be seen then that Mr Gibson was in doubt about the height only in the matter of the drawing being supposed not to agree with the letter, but in fact they do agree, and no doubt Mr Gibson was shewn by a line which is on the drawing which is about 11 feet above High Water Mark, but that does not represent the road, as he supposed, but the proposed line of gradient for the railway on to the Pier. This was of course pointed out to the Agent and there is nothing upon record to show that from that moment any further exception was taken to the height of the Pier.

Remarks on Lt Col Borleans letter 11 May for objected to

Mr Wells observations

Although the Governor in Council has decided that Piles according to your measurements are to be used from the 50th row, I feel compelled to say that the Piles supplied were according to drawing, and according to the Section shown upon drawing, for it was upon this Section the Estimate was made, and the ground line from the same as therein shown, the Piles would have entered the ground their respective depths of 11, 13 and 15 feet.

Lt Col Borleans rejoinder

17

We have not as they are in accordance with the Specification which rules the drawing.

We had the right to frame an estimate upon an obsolete Section especially after the warning of the Pier Committee.

But the ground line was not the same as that shewn in drawing and this was pointed out to the Contractor, who took no steps to remedy matters consequent on this discovery.

I am glad to find Mr Wells ending (as I hope he does) this long correspondence by a simple admission that the Piles did not enter the ground their contract depths.

Govt Supt & Pier Office
Chepauk
24th July 1861.

I have the honor to be
Sir
Your most Obedient Servant
Lt Col
Govt Supt & Controller Pier Work

To
J Dobbin Esqre
Secretary to Government
&c &c &c

Gov 31st May 44 at 77 to
" 11 July " 152 153
" 8 June 160 131 to 151

Copy in a Let. to E.
d/ 11 April 1862. No 24

No 231 & 232.

27th July 831

1861 Sept.
No 29 Govt for August.
No 1704
From
Lt Col. J Boileau
Govt Supt & Controller
Fair Works
To
J. D. Sim Esqre
Secretary to Govt
Prov.

Dated 24th July 1861
Recd 27th "

Forwards an original letter from the Rev Contractor representative demurring to certain statements made by the Govt Superintendent in his letter to Govt dated the 11th May & offering some remarks in explanation.

No 1512.

W W Recorded 13th

Govt Pt St Geo 13th aug 1861 J D S

No 1512

Ordered to be recorded.

Fort St George,
13th Augt 1861.

Copy
To the Govt Supt & Controller
of Fair works.
with Encls

Disp 14