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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.

1879

Press

Mis.

211-212
Dated

14-7-

18-63.

Not to be folded or roughly handled

[Signature]

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*Proceedings of the Madras Government, Public Works Department,
14th July 1863.*

No. 311. Read the following letter from J. R. BOYSON, Esq., Government Solicitor, Madras, to Colonel W. I. BIRDWOOD, R. E., Secretary to Government, Public Works Department, dated Madras, 29th June 1863, No. 426 :—

SIR,

Dated 16th 1863, No. 1,563, Public Works Department, Public. 1. Referring to the Proceedings of Government noted in the margin, I have the honor to report that I have perused and considered the Agreement for the construction and erection of two iron lattice bridges across the Ellore Canal, prepared by Major J. F. Stoddard, the Acting District Engineer Godavery, and executed by him on behalf of the Secretary of State for India in Council, and by Mr. William Gilmore, on behalf of Mr. George Knight, the Contractor; and that in my opinion no other or more formal deed is at all necessary.

2. The Agreement is extremely well prepared, and its provisions are clearly expressed, are free from ambiguity, are most stringent in their operation upon the Contractor, and secure as far as is practicable the due and efficient performance of the contract, and the remedy of Government in the event of a breach on the part of the Contractor.

3. The Power of Attorney from Mr. Knight, to Mr. Gilmore is not with the papers forwarded to me, but I assume that it sufficiently authorized Mr. Gilmore's execution of the Agreement on the part of his principal, Mr. Knight.

4. Government being a party (and an executing party) to the Agreement, and having in fact executed it by the Acting District Engineer, Godavery, it is exempt from stamp duty under the first clause of the general exemptions at foot of Schedule A to Act X of 1862.

5. I therefore recommend that the Agreement already executed (and herewith returned with all the papers that accompanied it) be treated and relied upon as the contract between Mr. Knight and Government.

No. 312. ORDER THEREON, 14th July 1863, No. 1,879.

Communicated to the Superintending Engineer 1st Division, with reference to Proceedings dated 16th June 1863, No. 1,563. The Contract Bond, Plan, Specification and Schedule of prices will be returned to Captain Chambers with these Proceedings, with a request that he will satisfy himself on the point adverted to in paragraph 3 of the letter from the Government Solicitor.

(Signed) W. I. BIRDWOOD, Colonel, R. E.,
Secretary to Government.

Northern Circle Office D. P. M.
No 737 Chepauk 24th March 1863

Trow

Lieut. Colonel, A. C. E. Ludlow P. C.

Deputy Chief Engineer

Northern Circle

To

Major J. Stoddard

District Engineer

Godavery

Sir

I have the honor to acknowledge the receipt of your No. 1302, dated 28th February, in which you inform me that Messrs

Knight & Co have commenced the construction of the Trow work for the 2 Collore Canal

Bridges, that they will be soon ready for shipment, and that the next Steamer will

bring an Agent to Cocanada who will be authorized to commence the Abutments as soon as the Contract Bond is signed -

2 In my Memo No. 554, dated 11th December 1862, your attention was called

to the Public Works Code contract rules, and you were directed to send the Contract Bond when drawn up for the examination of the Law Officers, and correction, if necessary.

3. It is obvious that this was intended to be done before it was signed by the contracting parties, and of course, before the work was commenced. I am not a little surprised, therefore to find that the work has begun, and is far advanced before the Contract has even been drawn up, and I shall be obliged by your informing me whether Messrs. Knight & Co. were authorized by you to proceed with the work, or whether they did so on their own responsibility.

4. I am informed by your Telegram this day received that the Contractor's Agent has arrived. I request therefore that the Contract may be immediately drawn out and sent up for approval.

5. The Plan of Bridge now forwarded differs in some respects from that originally submitted by Messrs. Knight & Co. through you.

6. In the iron work of the new design, there is one defect, which you will be good as to see remedied. There are no ties connecting the upper parts of the 2 Lattices. There should be two rods above as well as at the Foot.

7. Whether the depth of 3 ft. is or is not sufficient must depend upon the nature of the soil and you must satisfy yourself fully on this point. It appears to me to be scanty.

8. It will never do to build the retaining or wing walls as shown in the Plans without foundations, and that in made soil. They appear to me also to be much too short.

I have &c.

Signed / J. O. C. Ludlow Esq. Col. R.E.

Deputy Eng^r Northern Circle

True Copy

Ob. Chambers Captain R.E.

Superintending Eng^r 1st Division

Goswami Distt Engrs Office
No 1575 Dowlahpur am 28th April 1863

From Major J. Stoddard
District Engineer Gody
To Lieut Col. L. E. Ludlow R.E.
Chief Engineer M.B.
Madras

Communication

Sir

Enclosures
1 Contract bond
1 Specification
with schedule
1 Plan despatched
in a separate
cover this
days Post

With reference to your
letter No 737 dated 24th March last,
I have the honor to state that
Messrs Knight & Co were not au-
thorized by me to commence the
construction of the Iron lattice Bridges
for the Ellore Canal. On receipt
of the order of Government No 2914
of the 5th December last, approving
of my entering into a Contract with
them for the erection of the Bridges,
I telegraphed to Messrs Knight & Co
on the 18th December, requesting
them to send an Agent down to
enter into an agreement in their
behalf. I heard no more from
them till the end of February last,
when they informed me of their intention
to send an Agent with Power of
attorney by the first steamer,
and

2236
17/4/63

Enclosure in a letter
from the Engineer to
Lieut Col. L. E. Ludlow R.E.
to Government of M.B.
No 119 of 20th May/63

and also of their having commenced the iron-work of the Bridges, according to a plan & specification, which they sent me, & which I forwarded with my letter No 1302 of the 28th February to the Central Office. I was myself surprised that Messrs Knight & Co should have begun the work before the Contract Bond was signed, but I cannot say that I regretted the circumstance, as I thought that the sooner the Bridges were erected the better, and also that it showed that Messrs Knight & Co were just the right sort of parties to contract with, since they could undertake to do the whole work without a Rupee of advance.

2. Their Agent did not arrive till the middle of March & the Power of Attorney was not received from Calcutta till the 5th of April (Instant), and then it took some time to get a proper Contract deed drawn up. By the new D.P.W. Code it would appear that the Contract deed should have been drawn up by the Government Law Officers. There

There being no such Officer here, and as no form of such Deed is given in the new Code, I was obliged to do the best I could. I have accordingly had the Contract deed prepared and duly signed & attested, and beg now to forward it together with the Plan & Specification.

3. You will observe that the Deed is not drawn up on stamped Paper. I considered it unnecessary to put the Contractor to this expense till it had been examined by the Government Law Officer at Madras, as it might be so altered by him as to render a new deed necessary, when it would be time enough to get it drawn up on stamped paper.

4. I have written to Messrs Knight & Co to supply the tie-ross mentioned in para 6 of your letter and shall see that is done.

5. I have increased the depth of foundation of the Abutments from 3 to 4 feet. The former would have been sufficient as the ground is hard, but as it will not add materially

materially to the cost, I have adopted your suggestion.

6 I have also added 4 feet to the length of the wing-walls and hauses, given them the same depth of foundations as the abutments, & as these will be laid 10 feet below the natural surface of the ground, I thought it useless expense to build them up solid & rather than step them as usual, I have arched them as is often done in Railway Bridges. There will be much less chance of the superstructure cracking, I should say when resting on an arch than on the ground. The saving also is of great consequence as by adopting the arch upwards of 500 Rs are saved in the masonry.

7 On account of the extra work in the revised plan, Messrs Knight & Co have instructed their agent to stipulate for a larger amount than they at first were willing to undertake the work for, & not to enter into Contract unless the cost of the extra work was guaranteed. I have therefore contracted with them for Rupees 11,300, for which

sum,

sum the 2 Bridges are to be completed in every respect, except the earth approaches, or road ~~width~~, for which there remains a sum of Rupees 300 out of the amount sanctioned, and for which sum this Department will be able to do them.

8 The time allowed in the contract deed for the completion of the 1 Bridges is longer than will be necessary, as I have no doubt the Contractors will be able to finish them in about half the time, but as the Canal is now closed for repair and will not be opened till the 15th June probably, the agent requested that the 1st October may be fixed as the limit for their completion.

9 In conclusion, I beg to inform you that the masonry work will now be commenced according to the revised plan & specification, herewith forwarded, as it would put the Contractor to great expense if his agent, who is paid very highly & sent down to

to

to build the masonry portion
of the Bridges, is delayed pro-
ceeding with the work till the
Contract deed is approved.

I have the honor to be

Sir

Your most Obedt Servt

Sheldan Major

District Engineer

Gosavery

Dowleswaram

4th April 1863

Cpt. Hatch
Stationary
Manager

forwarded for approval
a (revised) bond with
plan of reclamation
of the San Joaquin
River for the benefit
of the State of California
regarding their common
interests

Rec'd 28th April 1863
Rec'd 28th -
No 1575
Rec'd 28th

Mr Richard Rogers
to Mr By Chas Rogers
Washington

No 1879.
Communicated to the Superintendent Engineer
1st Division with reference to O. dated 16th
June 1863 & 1568. The Contract Bond, plans &
specification and schedule of prices will be
forwarded to Captain Chambers with these O. with
a request that he will satisfy himself from the
point referred to in paras 3 of the letter from the
Government Selection. B

Chepauk
11th July 1863

O. to Supy Eng. 1st Div. with a Encl. Dated 15th July
1863

10 W 1863 Dep
Secy of Govt for India
Mem of No 2236.
The Govt. Secy. Madras
To The Secretary to Govt. P.W.D.

Dated 29th }
Recd 30th } June
No 426

W. B. Esq.

Reports that the Agreement
already executed for the construction
and erection of two Iron lattice
Bridges across the Ellore Canal is
well prepared and executed and
sufficient in every respect, and that
no other or more formal Deed is
necessary.

No 1879-14 July

M. Thavand

No 311-312