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MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 2155	Press
136-37	~~Mis.~~
Dated 18 7	1867.

Not to be folded or roughly handled

61
14-1-43

No. 436. Read the following letter from the Special Executive Engineer in charge of Wynaad, to the Secretary to Government, Department Public Works, dated Luckady, 5th July 1867, No. 248:—

1. In the month of July last I submitted to the Superintending Engineer, 7th Division, a proposal from Messrs. Vertue and Minchin for the construction of the bridge over the Kulputty river, and the various bridges and culverts between Sultan's Battery and the Mysore frontier. All subsequent negotiations were carried on between the proposing Contractors and the Superintending Engineer, 7th Division, and I append a copy of terms offered by the latter, with an original letter* from Messrs. Vertue and Minchin agreeing to them.

* No. —, dated 29th October 1866.

2. I beg also to forward copies of letters written by me from time to time in connection with this contract, and the mode in which it was being carried out; also original letters from Messrs. Vertue and Minchin, and Mr. Hughes, their Engineer. These, with Lieutenant Shepherd's report to me, explain every thing sufficiently to make it unnecessary for me to say more than that in March last, finding the work was being carried out in a manner which, in my opinion, was not sufficiently secure, and that my directions were being set at defiance, I declined to permit any further payments to be made, unless Messrs. Vertue and Minchin would give guarantee, covered by security, for the refund of all loss to Government by the failure of their work.

3. By their letter of 13th June 1867, you will see that they agree to my conditions only in part; for instance the guarantee is to be for two years from date of completion of the masonry, in place of completion of the whole bridge; the former being the extent to which alone, it appears, they propose to carry on their work; and, moreover, they are not in a position to offer any but their personal security.

4. I have by no means altered my opinion, that if the report of Lieutenant Shepherd on the nature and condition of the disputed foundation is correct, the work is insecure; and that although it may stand for a time, there will always be danger of its giving way under the heavy superimposed weight the foundation will have to bear. I do not think that the difference as regards time between my conditions and those proposed by Messrs. Vertue and Minchin, viz., whether the guarantee shall commence from date of throwing the bridge open for traffic, or from the time when the masonry only is completed and handed over by them, is of much consequence; and I consider also that their personal security is quite satisfactory, and that no collateral security is really necessary.

5. I have the honour, in conclusion, to request you will be so good as to lay the matter before His Excellency the Governor in Council, with a view to my being instructed to accept or refuse the guarantee; and if the former, whether I am authorized to direct payment for their work as completed, without insisting on the part in dispute being taken up and re-built.

*Proceedings of the Madras Government, Public Works Department,
18th July 1867.*

No. 437. ORDER THEREON, 18th July 1867, No. 2,155.

CIVIL WORKS, No. 62.

1. The Government very greatly regret to observe from these papers that the contract entered into by Messrs. Vertue and Minchin for the construction of certain bridges and tunnels on the road between Kulputty and the Mysore frontier, via Sultan's Battery, has resulted in a failure which is likely to discourage other Contractors coming forward, and thus increase the difficulties which the Officers of the department experience in carrying on their operations in Wynaad, and cause still further delay in completing the communications which the Government are anxious to see opened out throughout that province.

2. His Excellency in Council is prepared to make full allowances for the very unfavourable circumstances under which Messrs. Vertue and Minchin, through a public spirited desire to give their aid in hastening on the construction of the line of road in question, entered upon their contract; but he cannot but think that those gentlemen would have acted more properly, if not with more prudence and regard to their own interests, had they been more careful to adhere to the injunctions of the Executive Officers who are responsible to Government for the proper execution of all works within the range of their supervision. It is evident, from the result of the partial inspection which Lieutenant Shepherd was able to make of the foundations of the right abutment of the Kulputty bridge, that the superstructure was being raised on a foundation of a very unreliable character, and that consequently there was every probability of the abutment hereafter proving unsound through the effect of unequal settlement; but Messrs. Vertue and Minchin having refused to stay the progress of that abutment on the defectiveness of the foundations being pointed out to them, it seems to be now too late to cause those foundations to be taken up, as would have been the course which the Government would have thought it their duty to order but for the delay which would have been occasioned thereby to the opening of the bridge for traffic.

3. Under all the circumstances, His Excellency in Council considers that nothing better can now be done than to accept Messrs. Vertue and Minchin's guarantee on the terms they offer, viz., that they shall complete the bridge in accordance with their contract, and that, in the event of the failure of the right abutment within two years from the date of such completion, they shall make good the loss to Government.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To Captain Kennedy, with one Enclosure.

Exd. S. T. Augustin.

1867.

Special Executive Engineer
Wynaad
Ludhady 5th July 1867.

To,

The Special Executive Engineer
Wynaad.

To,

The Secretary to Government P.W.
Madras

Sir,

On the 14th of July last submitted to the Superintending Engineer Division a proposal from Messrs. Vertue and Minchin for the construction of the bridge over the Kulputty River, and the various bridges, and culverts between Sultan's Battery and the Mysore Frontier. All subsequent negotiations were carried on between the proposing Contractors and the Superintending Engineer of the Division, and I appended a copy of terms offered by the latter, with an original letter from Messrs. Vertue and Minchin agreeing to them.

2. They also to forward copies of letters written by me from time to time in connection with this contract, and the mode in which it was being carried out; also original letters from Messrs. Vertue and Minchin, and Mr. Hughes, their Engineer, to me, with Lieutenant-Commandant's Report to me, explain every thing sufficiently to make it unnecessary for me to say more, than that in March last finding the work was being carried out in a manner which, in my opinion, was not sufficiently secure, and that my directions were being set at defiance, I declined to permit any further payment to be made, unless Messrs. Vertue and Minchin would give guarantee, covered by security, for the refund of all loss to Government by the failure of their work.

3. By their letter of 15th June 1867 you will see that they agree to my conditions only in part; for instance, the guarantee is to be for 2 years from date of completion of the masonry, in place of completion of the whole bridge.

the former being the extent to which also, it appears, they
propose to engage their work; and, moreover, they are not
in a position to offer any but their personal security.

14. I have by no means altered my opinion
that if the Report of Lieutenant Shepherd on the nature,
and condition of the disputed Foundation is correct, the
work is insecure; and that although it may stand for
a time, there will always be danger of its giving way under
the heavy superimposed weight the foundation will have
to bear; I do not think that the difference as regards
time between any conditions, and those proposed by Messrs.
Tortie and McClintock, vizt. whether the guarantee shall
commence from date of throwing the bridge open for in-
ter-traffic, ~~or~~ from the time when the masonry work is
completed and handed over by them, is of small conse-
quence; and I consider also that their personal security
is not satisfactory, and that no collateral security is
absolutely necessary.

15. I have the honor in conclusion to request
you will be so good as to lay the matter before His
Excellency the Governor in Council, with a view to my
being instructed to accept, or refuse the guarantee; and
if the former, whether I am authorized to direct pay-
ment for their work as completed, without insisting
on the point in dispute being taken up, and settled.

I have the honor to be

Sir,

Your most Obedient Servant

Robt G. Kerr and Captain

Special Executive Engineer,

Wynnad

Public Works Department
 No 2155
 Proceedings of the Madras Government
 Under date the 18th July 1867.
 Read the following -
 From the Special Secy.
 Executive Engineer Mysore. (N. S. No 248 of
 5th July 1867.

The Government
 very greatly regret to
 observe from these papers
 that the contract entered
 into by Messrs. Vulture
 and Minchin for the
 construction of certain
 bridges and tunnels on
 the road between Sulputty
 and the Mysore frontier,
 via Sultan's Battery,
 has resulted in a fail-
 ure which is likely to
 discourage other contrac-
 tors coming forward,
 and thus increase
 the difficulties which
 the

N.
 W.

To the Honble Secy to Govt
 of the Madras Government
 The Special Secy
 Mysore
 Dated 13th July 1867
 Encl: 1
 No 248

There is much connection
 between the contract and
 the contract of Messrs. V.
 & Minchin, which
 instructions as to the
 the Government's officers
 by them who accept
 it as fact.

13 July 1867

No 2155-1867

the Officers of the Department experience in carrying on their operations in Hyman, and cause still further delay in completing the communications which the Government are anxious to see opened out throughout that Province.

2. His Excellency in Council is prepared to make full allowances for the very unfavorable circumstances under which Messrs. Tuttle and Hinckley, through a public spirited desire to give their aid in hastening on the construction of the line of road in question, entered upon their contract; but he cannot but think

that

that those gentlemen would have acted more properly, if not ^{with} more prudence and regard to their own interests, had they been more careful to adhere to the injunction of the Executive Officers who are responsible to Government for the proper execution of all works within the range of their supervision. It is evident, from the result of the partial inspection which Lieutenant Shepherd was able to make of the foundations of the right abutment of the Hulsburgh bridge, that the superstructure was being raised on a foundation of a very unreliable character, and that consequently there was every probability

of the abutment here,
after proving unsound
through the effect of
unequal settlement; but
Messrs. Verlie and Lincoln
having refused to stop
the progress of that abut-
ment on the defectiveness
of the foundations being
pointed out to them, it
seems to be now too late
to cause those foundations
to be taken up, as would
have been the course
which the Govt. would
have thought it their
duty to order but for
the delay which would
have been occasioned
thereby to the opening
of the bridge for traffic.

3 Under all the
circumstances, His
Excellency in Council
considers

considers that nothing
better can now be done
than to accept Messrs.
Verlie and Lincoln's
guarantee on the terms
they offer, viz that they
shall complete the
bridge in accordance
with their Contract,
and that, in the event
of the failure of the
right abutment within
two years from the
date of such completion,
they shall make good
the loss to Govt.

To
Capt. Kennedy - with me
enclosure

Wm

Despatch 11/67

Pub: Works 1867 Depar: 11

Pro: of Govt for Subj

No 2155

Pro: of the Madras Govt:
Dd 18th July 1867

Informing Captain
Herring that in the event of
the failure of the right abutment
of the Ashty Bridge within
two years from the date of
completion, the loss must be
made good to Govt: by Messrs
Walker and Ainslie.

No. 436-437