

(1) Number of pages 1

(2) Date of repair 1873

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 2870	Press
393-395	~~Mis~~
Dated 16 - 9	1867

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
16th September 1867.*

Read the following papers:—

No. 393. From the Special Executive Engineer, Wynaad, to the Secretary to Government, Department Public Works, dated Luckady, 24th August 1867, No. 365.

1. I have the honor to forward a Draft of Guarantee to be given by Messrs. Vertue and Minchin for the stability of the Culpathy bridge, in accordance with G. O. No. 2,155, of 16th July 1867, and to request that you will be so good as to obtain the opinion of the Law Officer if it is sufficiently binding, as also the value of Stamp paper on which it should be drawn out.

2. The Draft of Guarantee was only received back yesterday from Messrs. Vertue and Minchin, or otherwise it would have been sent earlier.

Referred to the Government Pleader for his opinion.

(Signed) CHARLES A. ORR, Colonel, R. E.,

27th August 1867.

Secretary to Government.

No. 394. From the Officiating Government Pleader, to the Secretary to Government, Public Works Department, dated Madras, 11th September 1867, No. 131.

1. I have the honor to return herewith the letter to your address noted in the margin, forwarding a Draft of the proposed Guarantee from Messrs. Vertue and Minchin for the stability of the Culpathy bridge, which was referred to me for my opinion.

2. I have to advise that the Draft is not in such a form as should be adopted. I have pencilled at the beginning of it the proper heading of such a document. In addition, however, to this defect it is throughout so informal as hardly to admit of being altered into correct shape.

3. I would advise that a proper document be drawn out, for the purpose of preparing which a copy of the contract (if any) for the building of the Culpathy bridge should be furnished, together with information as to the amount of work (if any) done, and the sums of money (if any) paid under it. The full names of the partners in the firm of Messrs. Vertue and Minchin should also be furnished.

4. Until I am furnished with these particulars, or until I am informed what is the aggregate amount originally payable to the contractors for the work, I shall not be able to advise as to the amount of Stamp duty to be affixed upon the Agreement.

No. 395. ORDER THEREON, 16th September 1867, No. 2,870.

CIVIL WORKS, No. 43.

Ordered that the letter above recorded from the Acting Government Pleader be communicated to Captain

*Proceedings of the Madras Government, Public Works Department,
16th September 1867.*

Kennedy, who will furnish Mr. Brockman direct with full information on the points noticed in paragraphs 3 and 4.

(True Extract.)

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

To Captain Kennedy.
To the Government Pleader.

Ed. S. T. Augustin.

The undersigned do hereby agree and bind ourselves to perform the conditions of the undermentioned contract and guarantee, entered into on account of Government with Captain Robert Blair Kennedy, Special Commissioner in charge of the Public Works Department in Mysore, that is to say, we acknowledge to have received from the said Captain Robert Blair Kennedy the sum of Rupees One thousand and ... as per receipt dated ... being payment in full for all work executed, and all materials, of every description employed up to the date of signing this agreement, in the construction of that abutment of the Bridge under contract by us to be built over the river commonly known as the Kulpatty River, which is situated on the right, or eastern bank of the said River; and we agree and bind ourselves for the said Captain Robert Blair Kennedy, or other Executive Officer of the Department of Public Works for the time being, to execute, and complete to his satisfaction, all the remainder of the masonry and masonry work required to complete the abutment of the above named Bridge, across the Kulpatty River; that is to say, to a height not exceeding thirty feet above the top of the foundations of the

the said right, or eastern abutment, roadway of
the roadway, and parapets, which we also agree
to complete to the height shown in the plan
furnished to us; and as regards the whole of
the above abutment, roadway, and parapets in
such manner as shall be directed by the said
Captain Robert Blair Kennedy, or other Executive
Officer of the Public Works Department for the
time being, subject to any alterations which he
may direct, we further agree to execute the filling
in with earth, or other suitable material, the
spaces between the wing walls of both abutments
of the bridge, to the level of the roadway shown
in the plan of the same, such filling in also
to be executed to the satisfaction of the Executive
Officer of the Public Works Department.

We the undersigned do hereby further agree
and bind ourselves, that in the event of any
damage to the right, or eastern abutment of
the aforesaid bridge, endangering the stability
of the same, we will within thirty days of the
occurrence of the damage being notified to us
by the said Captain Robert Blair Kennedy, or
other Executive Officer of the Public Works Depart-
ment for the time being, refund the above
sum of Twenty thousand, and

received by us, also all further sums
that may hereafter be received by us on account
of work executed, or to be executed, in the construction
of

of the said abutment of the Culpaty Bridge; and
furthermore we agree to pay all expenses that may
be incurred by the Public Works Department in re-
moving such portion of the damaged work as shall
be considered necessary by the Executive Officer, and
also to pay the expenses rendered necessary to
provide temporary accommodation for Public
traffic. This guarantee is to hold good for a
period of two years, reckoned from the date when
the work agreed to be completed, shall be so
completed, and handed over to the said Cap-
tain Robert Blair Kennedy, or other Executive
Officer of the Department of Public Works for
the time being.

It is clearly to be understood that this
guarantee is not to include damage done to
the work by causes independent of bad workman-
ship; and in the event of any difference of
opinion on this, or on any other point con-
nected with this guarantee, between ourselves
and the aforesaid Captain Robert Blair Kennedy,
or other Executive Officer of the Department of
Public Works for the time being, we agree to
be bound absolutely by the decision of an Ar-
bitrator; one to be chosen by us, and one by
the Executive Officer; the expenses of such Ar-
bitrator to be borne by the party naming him.
Furthermore in the event of the Arbitrator not
being

being able to agree as to their decision, a Referee shall be appointed by them, to give a final decision; the expenses of such Referee being borne equally by both parties.

If within thirty days from the date of the occurrence of any damage to the work being brought to our notice by the Executive Officer, we shall fail to ~~name~~ name an arbitrator, or if within the same period the arbitrator shall fail to give a decision, or be unable to, or neglect to name a referee in case of their disagreement; then, it shall be lawful for the Collector of the District, in the one case, to name an arbitrator to act in our behalf, and in the other, to name a referee: the expenses of the Arbitrator in the one case, to be borne by us; and those of the referee in the other, to be shared equally with the Executive Officer.

Should it be decided that the damage for which the refund is claimed by the Executive Officer is due to causes consequent on defective workmanship, we bind ourselves to refund, and to pay to the Executive Officer of the Public Works Department, the before mentioned sums of money within the space of twenty days after the decision of the Arbitrator or Referee, shall be communicated to us; and also to pay the

the expense necessitated by taking down the work, and providing temporary accommodation for Public traffic, as soon as the bills for the same shall be presented to us.

We further make all and every part of this agreement, and guarantee binding upon our heirs, Successors, and assigns.

100

No 365

Spl. Ho. Inq. Office, Wynaud,
Sunday the 3rd August 1857.

From

The Special Executive Inquiries
Wynaud.

To

His Secretary to Government
Department. Pub. Works
Madras

Sir,

I have the honor to forward a draft
of guarantee to be given by Messrs Verba and
Minchin for the stability of the Culpatty
Bridge, in accordance with G.O. No. 976 of 16 July
1857 and to request that you will be so good
as to obtain the opinion of the Law Officer if
it is sufficiently binding, as also the value of
best paper on which it should be drawn
out.

2. The draft of guarantee was only received
yesterday from Messrs Verba and Minchin,
or otherwise it would have been sent earlier.

I have the honor to be

Sir,
Your most obedt Servant
R. S. Steiner, Captain
Spl. Ho. Inquiries Wynaud.

Received from
Messrs Verba and
Minchin for the
stability of the
Culpatty Bridge

100

Received from
Messrs Verba and
Minchin for the
stability of the
Culpatty Bridge

18/31

High Court House, Madras.
11th September 1867.

From,

H. J. Brockman.

Officiating Govt. Madras, Madras.

To

Colonel C. A. Orr.

Secretary to Govt.

Public Works Dept^l, Madras.

Sir,

From the Special
Executive Engineer
dated 24th August
1867. N^o 365.

I have the honor to return herewith the
letter to your address noted in the margin
forwarding a draft of the proposed gua-
rantee from Messrs. Vertue and Minchin
for the stability of the Culpaty Bridge,
which was referred to me for my opinion.

I have to advise that the draft is not
in such a form as should be adopted.
I have pencilled at the beginning of it
the proper heading of such a document.
In addition however to this defect it is
throughout so informal or hardly to admit
of being altered into correct shape.

I would advise that a proper document
be drawn out, for the purpose of preparing
where a copy of the Contract (if any) for
the building of the Culpaty Bridge
should be furnished, together with
information as to the amount of work
(if any) done and the sum of money
(if any) paid under it. The full names of
the Partners in the firm of Messrs. Vertue
and Minchin should also be furnished.

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1867-1868

1867-1868

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1867-1868

Referred to the

Government Pleader

for his opinion.

Colonel C. A. Orr.

Secretary to Govt.

To the Government Pleader

1867-1868

1867-1868

4. Until I am furnished with these
particulars or until I am informed what
is the aggregate amount originally payable
to the Contractors for the work I shall
not be able to advise as to the amount of
Stamp duty to be affixed upon the Agreement.

I have the honor to be,

Sir,

Your Obedient Servant.

A. P. Brockman

Officiating Govt. Receiver.

2870

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 16th Sept 1867

Read the following

From the Offg. Govt. Pleader
Madras

(Here enter No. 13/ dated 11 Sep 67)

Spec. Engr. General
Madras

Ordered that the
letter above recorded from
the Acting Government Soli-
citor be communicated to
Captain Kennedy who will
furnish Mr. Buchanan
direct with full information
on the points noticed in
paras 3 and 4.

To Capt. Kennedy
" ~~Govt. Pleader~~
" ~~Govt. Pleader~~

Recd. 17/9/67

[Signature]

To Mr. 1867 Sept 16
Spec. Engr. General
Madras

The Offg. Govt. Pleader
Madras

Madras

To Mr. 1867 Sept 16
Spec. Engr. General
Madras

To Mr. 1867 Sept 16
Spec. Engr. General
Madras

Madras

To Mr. 1867 Sept 16
Spec. Engr. General
Madras

Submitting the

opinion on the report

of the proposed works

on the proposed works

on the proposed works

2870

2870-16 Sept 1867

Pub. No. 1867 Depone

Pro: of Govt. for September

1870

Pro: of the Madras Govt.

16th September 1870

Instruction Captive

Remedy to furnish the Acting
Govt. Pleader with the informa-
tion he requires, relative to the
proposed Guarantee from
Messrs. Vetter and Wm. for
the stability of the Culpeath
Bridge.

1870 @ 1875