

C₂

No. 378. G. A.

FROM,

THE SUPERINTENDING ENGINEER

FIRST CIRCLE.

TO,

THE CHIEF ENGINEER

P. W. Department
FOR IRRIGATION.

DOWLAISHWARAM, 8th August 1886.

Supd 17-8-86.

SIR,

With reference to para 1 of your memorandum N^o 2202 C. d/ 17-6-86, I have the honor to inform you that the circumstances under which delay has occurred in making payments to Messrs Messy & Co are as follows:—

2. In your Memo N^o 2088 C. dated 8th December 1885 it was said that Teak and Saul timber should not be taken over and paid for until the pier is nearly ready to receive the flooring. This order was telegraphed to the Executive Engineer on the 14th December 1885.

3. In your memo N^o 2190 C. dated 18th December 1885, which cancelled the memo referred to in para 2 of this letter, it was stated that the contractor is entitled to an advance of 80 per cent of the price of timber on the same l.

Encls 1.

Statement

I

M/Pr
6559/86

deposited at Gopalpore & accepted
by the Inspecting Officer. This Memo
was received in this Office on the
24-12-85 and sent to the late Colonel
Montgomery Walter for his disposal,
but owing to the death of this Officer
it was not communicated to the Exe-
cutive Engineer until the 21st January 86.

4. It appears from Messrs. Massey
& Co's Statement, copy enclosed, that
the timber delivered to the Executive
Engineer on the 19th December 1885, 20th
& 27th January 1886 was not paid for
until the 26th February 1886 and con-
sequently the Contractor has charged
interest of Rs. 74-6-0 from 19th January
to 25th February 1886. He has also charged
Rs. 293-8-2 as balance of interest on
iron work delivered on 11th March/86
from 10th April to 14th May 1886.

5. According to the Contractor's
statement the balance due to him
on 10th May 1886 was Rs. 5225-12-0 to
which Rs. 3656-14-10 for work done &
wood supplied subsequently must be
added making up the total to Rs. 8882-10-10 up to 20 May
this amount Rs. 6935-2-6 were paid
the Contractor in June 1886 leaving
balance of Rs. 1947-8-4 still to be paid.

I have the honor to be,
Sir,
your most obedient Servant

C. P. Bahl
Sup^r Eng^r 1st Circle.

No 2466e. 13.7.86
 " 2212e. 18.6.86
 " 2202e. 17.6.86
 " 2083e. 7.6.86
 " 2712e. 7.8.86
 " 2613e. 28.7.86
 " 7724W. 22.3.86
 " 1087e. 16.3.86
 " 1034e. 13.3.86
 " 1022e. 13.3.86
 " 983e. 11.3.86
 " 903e. 5.3.86
 " 2234W. 26.1.86
 " 226e. 18.1.86
 " 2190e. 18.12.83
 " 2143e. 14.12.83
 " 2088e. 8.12.83
 " 2036e. 3.12.83
 " 1999e. 30.11.83
 " 2189W. 8.9.83
 " 1521e. 18.9.83
 " 1659W. 15.7.83
 " 1548W. 10.7.83
 " 1993e. 31.5.86
 " 111. 4.2.86
 " 1003e. 12.3.86
 " 2730. 21.3.11.81
 " 494D. 24.1.86
 " 53D. 27.4.86
 " 13D. 15.4.86
 " 5D. 13.4.86
 " 82D. 3.5.86
 " 1530e. 19.4.86
 " 1468e. 9.4.86
 " 826W. 26.3.86
 " 740e. 23.2.86
 " 824e. 26.2.86
 " 571W. 26.2.86
 " 226. 22.7.1.86
 " 108W. 12.1.86
 " 2509W. 10.10.84
 " 2008W. 15.8.84
 " 2007W. 15.8.84
 " 696J. 28.8.83
 " 695J. 28.8.83
 " 752W. 22.3.82
 " 757W. 22.3.82

FROM,
 THE SUPERINTENDING ENGINEER
 FIRST CIR.
 TO,
 THE CHIEF ENGINEER
 FOR IRRIGATION

DATED 8
 DESPATCHED 17
 RECEIVED 24
 August 1886

No. 378. G.D.

ENCLOSURES. one.

No 3012e of 4th Sept/86.

To
 DW.
 private.

Delay Caused in
 making payments to
 Messrs Massey and
 Co for Gopalpore
 Pier Work - Furnish
 explanation regarding
 this —.

Oct 13/86

In his N° 4557 of 21st May/86.
 forwarded through the Marine
 Depart the Master Attendant Massey
 reported that Massey & Co. had
 brought to his notice that payments
 to them for work done on the
 Gopalpore Pier were much in
 arrears & that they were compelled
 to charge interest.

On this S. E I was telegraphed
 to on 31st May. to pay the balance
 due if correct & report.

On June 3rd S. E I wired that
 the bill must first be sanctioned
 by the En. Eng. and on 7th June
 S. E I was again wired to submit
 early report.

In his N° 127 G.N. of 4th June S. E I
 replied to the telegram of 31st May.
 that he had called for a report
 from the E. E. showing dates of receipt
 of material & payments made. &
 stated that some of the claims
 made by Messrs Massey especially
 those for interest would have to be
 enquired into.

The S. E also pointed out that the E. E

though

W reported that there were some
pro in the calculation of the
work in the estimate and
that while P.I. was claimed
by Messrs Massey and about 6/100
had actually been supplied.

This is Memorandum N° 2202C
17.6.81. further a full report
as called for from P. E. as in
he should be in possession of
the necessary details.
He also stated that Legal advice
should be called for if Messrs
Massey persisted in their claim
for the entire ironwork as asked
by whom the Estimate had been
prepared.

In his N° 154G.N. of 9th June P.E.I.
again states that he could make
no further payments until the bill
had been confirmed by the E.E.I.

In his N° 217 of 1.25.81 from P.E.I.
reports that the Estimate had
been prepared by Messrs Massey
& Co. in their letter dated 16th Sept
1981.

P.E.I.'s further report in answer
to Mem N° 2202C of 17.6.81
has now been received.

rough

No 2466e. 13.7.86 No. 13664. 31-5-86
" 2212e

In it he stated that in Chief
Cyrus Memo N° 2000 C of 10th Dec
1885 it was stated that Seal
& Pal Timber should not be
taken over a parcel for until the
piece is nearly ready for the
flooring & that there was telegraph
to the EE on 14th Dec 1885.

In Memo No 2190 C of 10th Dec
1885 the former Memo was
cancelled but this was not
received in the S.E's Office till
24.12.85 when it was sent
to the late Col Montgomery at
Walter for his disposal. During the
death of this Office it was not
communicated to the EE till 21st
Jan 1886.

From the copy of Mess Messer's statement
endorsed it appears that the timber
delivered on 19th Dec 1885 was not
paid for till 26th Feb 1886 & the
Contractor has claimed interest for
19th Jan. till 26th Feb.

He also charges balance of interest
from 10th April to 14th May
due on loan. delivered on March 11th
& paid for on 14th May.

Oct. 139/8

2466e. 13.7.86 No. 13668/31-3
2212

P.E further states that the total amount due to the Contractor up to 20th May was Rs 202-10-10 of this Rs 6955-2-6 was paid in June leaving a balance of Rs 1947-8-4 still to be paid.

Clause 17 of the Contract bond provides that payment for material should be made within 30 days of its being landed at Gopaulpore.

Clause 18 states that payments should be made every month.

There is nothing laid down in the bond as to the Contractor being entitled to charge interest on all sums ^{not paid} ~~due~~ ^{off} within 30 days of the receipt of the materials, but at the same time he would appear to be entitled to some compensation ^{in consideration of the} if the bond are not adhered to.

No reasons are given for the delay in making payments.

CP.
25.8.86

38/139/8

No 2466e. 13.7.86 No. 1366e.

S. A. W. →

The further reference
ordered by W
might be dropped
& despatched
direct from
Madras, under
own signature

Cu
20.8.86

P. 139/8
8-86 2.9.86

though

The facts of the case are as stated in A. D. W.'s note. The explanation for the delay in making payment is not satisfactory.

Memo No. 2088 C of 8th December 1885 from this Office stated that payment should not be made till the pier was nearly ready to receive the flooring.

But this memo was cancelled 10 days after by memo No. 2190 C of 18th December 1885 in which it was stated that the Contractor was entitled to 80 percent of the price of the timber. Owing to the death of Col. Cloutgourie this order was not communicated to the Executive Engineer till 21st January. It will be noticed from the statement submitted by the Supg. Engineer that though

though the above cheiro was received on 21st January, payments were not made till 25th February, and consequently interest to the amount of Rs. 74-5-2 is charged.

Had the Ex. Engineer made payments immediately on receipt of the cheiro viz 22nd January, only 3 days interest would have been due.

The Supg. Engineer states that the cheiro was communicated to S. C. on 21st January and he may mean that it was sent from his office on that day, in which case the Executive Engineer would not have received it for some days later, though considerably before 25th February, and it would appear as if the Ex. Engineer was to blame for not making payment more promptly. The Contractor has also changed interest on

a

a bill of Rs. 141,17³ for iron work & the delay in the payment of this bill appears from previous correspondence to have been due to the Contractor claiming payment for iron in excess of the actual quantity he had supplied. vide S. C. I. No. 129 P. S. of 4th June 1886.

In the Supg. Engineer's letter now received, he simply states that the Contractor claims Rs. 293-8-2 for interest and does not mention whether the Contractor's claim previously disputed were found to be correct or not. If they were correct and the Ex. Engineer was in the wrong, it would seem that the interest must be paid, but if they were not correct and the delay was due to the dispute, interest should certainly not be allowed and the charge for

Yes. The information given by the S. E. is very meagre.

for telegrams connected
with that bill should also
be disallowed

From clause 17-18 of the
Contract Bond it would
seem as if the Contractor
must be compensated
for delay in payment not
due to his own fault -
but it is doubtful if he
should be allowed such
a high rate of interest as
9 percent. I think S. C.
should submit a further
report regarding the delay
in the payment on 26"

February and that he
should also afford in-
formation about the
bill for iron work which
was disputed.

It seems to me to be
rather sharp practice on
the part of the Contractor
charging interest at 9 per-
cent for 6 days delay in
payment and charging
for telegrams and they
altogether appear to be
exceedingly

exceedingly troublesome
and it is doubtful if
they should be given any
further Contract -

Ans.
25/8/86

Yes. A further reference
must be made on these
points, - and it should
be pointed out to Mr. Walsh
that though delay would
have been saved if the
information now asked
for had been given in
his letter of 8.8.86.

W
50.8.86

No. 30.12 C d / 4th Sept / 86

Memo.

With reference to letter from the Supg. Engineer I Circle No. 378 G.D. of 8th August 1886 it is remarked that as Memo No. 2190 of 18th December 1885 was communicated to the Executive Engineer on the 21st January 1886 payments should have been made at once and not delayed until the 25th February thereby giving rise to the claim of the Contractors for interest. The Supg. Engineer is requested to submit a further report regarding this delay. It should be stated on what date the Executive Engineer received the Memo authorising the payments.

2. In regard to the claim for interest on a bill for iron work &c. it appears from previous correspondence that the delay was.

(3)
Note leg. Dir

For Mr's orders

Q. 26.8.86 R. 3.9.86

L. 5.8.86 R. 3.9.86



was due to the Contractor's
claiming payment for
iron in excess of the actual
quantity he had supplied
vide Supg. Engineer's No.
129 G. O. of 4th June 1886. In
his present letter the Supg.
Engr. simply states that
the Contractor's claims
Rs. 293.8.2 is incorrect
and does not mention
whether the Contractor's
previous claim was
found to be correct or
not. Information
should be afforded on
this point at an early
date.

No 3012 C of 4th Sept 1886

3. Much time and
trouble would have been
saved had the informa-
tion, which it is now
necessary to make a
special reference for, had
been afforded by the
Supg. Engr. in his letter
under reply.

[Signature]
3/9/86

Wk 7/9
LD
6/12

2
4/9
To The Supg. Engr.
I enclose
[Signature]