Statement of Gopalpore Pier account

Cr

		Rs	As	Ps
1885 Decr 19th	To 170 Teak beams passed by Inspecting Officer. Rs 9,090-4-5 less 20 % as per Contract due Madras 30 days after date	7272	3	7
	9 % Interest from 19th January to 25th Feby 1886	68	2	3
1886 Jany 20th	" 49 Teak beams passed by Inspecting Officer Rs 2620-2-3 less 20 % as per contract due Madras 30 d/d	2096	1	10
	" 9 % Interest from 19th to 25th February 1886	3	9	10
"	211 Salwood Sleepers passed by Inspecting officers Rs 1,899- less 20 % as per contract due Madras 30 d/d	1,519	3	3
	" 9 % Interest from 19th to 25th February 1886	2	9	11
Jany 27th	" 259 Salwood Sleepers passed by Inspecting officers Rs 2331. less 20 % as per contract due Madras 30 d/d	1,864	12	10
March 5th	" 134 Teak Beams passed by Inspecting Officer Rs 7165-4-5 less 20 % as per contract due Madras 30 d/d	5,732	3	7
"	" 308 Salwood sleepers passed by Inspecting Officer. Rs 2,772 less 20 % as per contract due Madras 30 d/d	2,217	9	8
April 21	" 308 Salwood sleepers passed by Inspecting Officer Rs 2,772 less 20 % as per contract due Madras 30 d/d	2217	9	8
Do 30th	" 114 Salwood sleepers passed by Inspecting Officer Rs 1026 less 20 % as per contract due Madras 30 d/d	820	12	10
March 11th	To Iron work Turntables, & cranes as per contract payable in Madras 30 days after date of landing See clause 17 due Madras 10th April 1886	141,173	"	"
	" Balance of Interest at 9 % from 10th April to 14th May	293	8	2
	" Cost of Telegrams connected with above payment	19	8	-
	Rupees	165,300	15	5

		Rs	As	Ps
1886 February 26th	By Cheque on Bank of Madras paid to Messrs Arbuthnot & Co	12,752	"	"
March 29th	" Cheque on Bank of Madras paid to Messrs Arbuthnot & Co	87,000		
April 22nd	" Cheque on Bank of Madras paid to Messrs Arbuthnot & Co	29,323	3	5
Do 30th	" Cheque on Bank of Madras paid to Messrs Arbuthnot & Co	25,000	"	"
May 10th	" Cheque on Bank of Madras paid to Messrs Arbuthnot & Co	6,000	"	"
	" Balance	5,225	12	"
	Rupees	1,65,300	15	5

Madras, May 20th 1886
(Sd) A. Massey & Co

(True Copy)

Supg Engr 1st Circle.

[illegible]
6559/86

Encls 1.
1 Statement
I

No. 378-G.S.

FROM,

THE SUPERINTENDING ENGINEER
FIRST CIRCLE.

TO,

THE CHIEF ENGINEER P. W. Department
~~FOR IRRIGATION.~~

DOWLAISHWARAM, 8th August 1886.
Despd 17-8-86.

SIR,

With reference to para 1 of your Memorandum No. 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 Massey & Co. are as follows:—

2. In your Memo No. 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 No. 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

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 Montgomerie Waltair for his disposal, but owing to the death of this Officer it was not communicated to the Executive 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 consequently the contractor has charged interest of Rs 74-6-" 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 contractors statement the balance due to him on 10th May 1886 was Rs 5,225-12-" to which Rs 3,656-14-10 for work done & wood supplied subsequently must be added making up the total to Rs 8,882-10-10 up to 20 May this amount Rs 6935-2-6 were paid the Contractor in June 1886 leaving ance of Rs 1,947-8-4 still to be paid -

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

C. Powell
Supt Engr 1st Circle -

No 2466 C. 13.7.86
" 2212 C. 18.6.86
" 2202 C. 17.6.86
" 2083 C. 7.6.86
" 2712 C. 7.8.86
" 2613 C. 28.7.86
B. No 772 W 22.3.86
No 1081 C. 16.3.86
" 1034 C. 13.3.86
" 1022 C. 13.3.86
" 983 C. 11.3.86
" 903 C. 5.3.86
B. No 223 W. 26.1.86
No 226 C. 18.1.86
" 2190 C. 18.12.83
" 2143 C. 14.12.83
" 2088 C. 8.12.83
" 2036 C. 3.12.83
" 1999 C. 30.11.83
B. No 2189 W. 8.9.83
No 1521 C. 18.9.83
G.O. 1659 W. 15.7.83
" 1598 W. 10.7.83
No 1993 C. 31.5.86
No 41/42 D. 21.4.86
" 1003 C. 12.3.86
B. No 2730/2731 W. 3.11.81
No 49 D. 24.4.86
" 53 D. 27.4.86
" 13 D. 15.4.86
" 5 D. 13.4.86
" 82 D. 3.5.86
" 1530 C. 19.4.86
" 1448 C. 9.4.86
B. No 826 W. 26.3.86
No 740 C. 23.2.86
" 824 C. 26.2.86
G.O. 574 W. 26.2.86
B. No 226/227 W. 27.1.86
" 108 W. 12.1.86
G.O. 2509 W 10.10.84
" 2008 W. 15.8.84
" 2007 W 15.8.84
" 696 I. 28.8.83
" 695 I. 28.8.83
" 752 W 22.3.82
" 751 W. 22.3.82

B. No 1366 W. 31.5.86
No 642 E. 9.9.84
G.O. 2368 W / A. 24.9.84
" 3089 W. 30.12.85
B. No 82 W. 11.1.86
" 2645 W. 7.11.85
G.O. 3069 W 13.12.84 Engl
" 2446 W. 4.10.84 do
No 293 E. 19.6.84
" 278 E. 17.6.84
G.O. 1263 W 19.5.84
No 2205 D. 8.12.84
" 1766 C. 1.11.84
No 1427 C. 28.8.85
G.O. 2040 W 20.8.84
" 261 W 23.1.83
No 1257 C. 11.7.84
" 1205 C. 3.7.84
" 1109 D. 18.6.84
G.O. 1424 W 26.6.84
" 1423 W. 6.6.84
" 1263 W. 19.5.84
" 1230 W 14.5.84
" 880 W. 31.3.84
" 3233 W. 14.11.83
" 1864/1878 D. 25.3.80
" 389. 8.2.71
P.W.D. despatch No 6. 4.2.1861
Cm. P.W.D. No 236. 4.2.61
" " 2619. 21.12.60
" " 2244. 19.9.62
" " 1343. 13.6.62
" " 822. 23.4.61
" " 2245 19.9.62

C.E.S. 139/8

24.8.86 D. 3.9.86

---

(3)

FROM,

THE SUPERINTENDING ENGINE

FIRST CIR

MWC No. 655

TO,

THE CHIEF ENGINEER P.W.

~~FOR IRRIGATI~~

DATED 8
DESPATCHED 17 } August 1886
RECEIVED 24

No. 378. Gd.

ENCLOSURES. one.

No 3012 C of 4th Septr/86 —

To
D.W.
for note.

Delay Caused in making payment to Messrs Massey and Co for Gopalpore Pier Work — Furnishes explanation regarding this —.

---

(3)

D.W.

In his No 4557 of 21st May/86. ~~the~~ forwarded through the Marine Depart the Master Attendant Madras 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 countersigned by the Ex. Eng. and on 7th June. S.E.I was again wired to submit early report.

In his No 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 materials & 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

No 2466 C. 13.7.86 B. No 1366

W. reported that there were errors in the calculation of the work in the estimate and that while 81 Tons were claimed by Messrs Massey only about 69 Tons had actually been supplied.

this in Memorandum No 2202 C of 17.6.86 further a full report was called for from S. E as soon as 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 & asked by whom the Est^e had been prepared

In his No 1546 G.N. of 9th Jun. S.E.I. again stated that he could make no further payments until the bill had been confirmed by the E Eng.

In his No 217 G.N. of 25th June S.E.I reported that the Estimate had been prepared by Messrs Massey & Co. vide their letter dated 16th Sept 1884.

S. E I's further report in answer to Mem No 2202 C of 17.6.86 has now been received.

through

No 2466 C. 13.7.86 B. No 1366 W. 31-5-86

In it he stated that in Chief Engrs Memo No 2088 C of 8th Decemr 1885 it was stated that Teak & Sal Timber should not be taken over & paid for until the pier is nearly ready for the flooring & that this was telegraphed to the E E on 14th Dec 1885.

In Memo No 2190 C of 18th 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 Montgomerie at Waltair for his disposal. Owing to the death of this Officer it was not communicated to the E E till 21st Jany 1886.

From the copy of Messrs Massey's statement enclosed it appears that the timber delivered on 19th Dec 1885 was not paid for till 26th Feby 1886 & the Contractor has claimed interest from 19th Jany till 26th Feby.

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

C&S. 139/8

No 2466 C. 13.7.86 B. No 1366 W. 31-

S. E further states that the total amount due to the Contractor up to 20th May was Rs 8882-10-10 of this Rs 6935-2-6 was paid in June leaving a balance of Rs 1947-8-4 still to be paid.

Clause 17 of the Contract bond provide that payment for material it should be made within 30 days 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 ~~due~~ not paid ~~after~~ within 30 days of the receipt of the materials, but at the same time he would appear to be entitled to some compensation if the conditions of the bond are not adhered to.

No reasons are given for the delay in making payments.

CB.

25. 8. 86

S. 139/8

No 2466 c. 13.7.86 B. No 1366 W

S.A.W. →

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

C.
30.8.86

P. 139/8

8-86 B. 3.9.86

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 per cent of the price of the timber. Owing to the death of Col. Montgomerie 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 Memo 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 Memo viz 22nd January, only 3 days interest would have been due.

The Supg. Engineer states that the Memo was communicated to S. E. 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 charged interest on a bill of Rs. 141,173 for iron work &ca 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 G. N. 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 ℘cent. I think S. E. should submit a further report regarding the delay in the payment on 26" February and that he should also afford information 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 ℘ cent for 6 days delay in payment and charging for telegrams and they altogether appear to be exceedingly troublesome and it is doubtful if they should be given any further Contract -

25/8/86

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

30.8.86

2.8.86 3.9.86

(3)

Note by D.W.

~~For W's orders~~

O. 26.8.86 R. 3.9.86

No. 3012 C d/ 4th Septr/86

Memo.

With reference to letter from the Supg. Engineer I Circle No. 378 G.D. d/ 8th August 1886 it is remarked that as Memo No. 2190 d/ 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

was due to the Contractor claiming payment for iron in excess of the actual quantity he had supplied vide Supg. Engineer's No. 129 G.W. d/ 4th June 1886. In his present letter the Supg: Engr: simply states that the Contractor claims Rs 293 . 8 . 2 as interest 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.

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

3/9/86

No. 3012 C d/ 4th Septr /86

4/9

To
The Supg Engr:
I Circle

JW

Wt 7/9

6/9