

No 1121

Rushikulya Div. Office
Berhampore, 6th August 1886

From,

The Executive Engineer
Rushikulya Division

To,

The Sup^r Engineer
First Circle.

Sir,

I have the honor to bring to your notice that Messrs. Messy & Co have put in a claim of compensation for stoppage of work for 11 days owing to their having come in contact with rock or hard soil in screwing down the north pile of 15th Tier. The delay occurred under the following circumstances. The contractor's Engineer reported to me that he was unable to screw this pile home to within 2 feet of proper level owing to his having struck hard soil or some hard detached substance and applied for orders. In order to ascertain which the obstruction was I had to send all the way to Aka for the sand pricker which had been sent there for repairs, on arrival it was driven down on three sides of pile to the requisite depth but on the north side it would not go down to within 4 ft of this depth. This looked as if the obstruction was some detached object such as a boulder and I determined

to see if it could not be removed by blasting so I had to send to Sanamilli (33 miles) for fuse and cartridges. The pile was taken up a pipe driven down and 2 dynamite cartridges lowered & exploded. The pricker was then used and it was found to go down 2 ft lower at the place where it was 4 ft short of the proper depth before. There being no more fuse to repeat the experiment to save further delay. I had the pile shortened 2 ft and screwed down home. It would have saved delay had I done this at first as it was longer than was required even with this 2 ft taken off but the next shortest piles (B. piles) would be too short. This was an error of judgment on my part. There is no provision made in the contract or specification for the contingency of hard ground or other obstacles being met with. Messrs. Massey in one of their letters to me state that their contract was for screwing through sand but that document is entirely silent on this point para 1 of the specification simply states that the piles are to be screwed down into the bed of the Sea to the depths shown in the drawings or to such depths as the Inspecting Officer may from time to time direct.

The only loss the contractor can

see para 10
of Contract

sustain as far as I can see by the delay is the loss of salary of permanent Establishment employed on Pier which consists of his Engineer and one or perhaps two maistries. The score or so of coolies employed were in all probability dismissed for the time as they are on rainy days when work has to be stopped. There would also be 11 days interest on the money value of work which would be done if there had been no stoppage. This would come to several annas. Messrs. Massey however claim a sum of Rs. 825 being at the rate of Rs. 75 a day. In addition to this they claim Rs. 190 for taking up and screwing down the pile a second time. It is difficult to understand their object in making such preposterous or in fact any claims. I have the honor to request your instructions.

I have &c &c
(Sd) J. Haman,

Esq. Eng. Rushikulya D.

(True Copy)

J. H.

Sup. Eng. 1st Circle.

No. 506. G. I.

FROM

THE SUPERINTENDING ENGINEER

FIRST CIRCLE.

TO

THE CHIEF ENGINEER

P. W. Department
FOR IRRIGATION.

DOWLAISHWARAM, 22^d September 1886
Dated 24-9-86

SIR,

Gopalpore Pier.

(1) I have the honor to enclose copy of letter No. 1121-6-8-86 from the Executive Engineer Rushikulya for orders as I cannot after perusal of the contract agreement see that I have the power to deal with the claim now put forward by Messrs. Messy & Co.

(2) My own belief is that the claim is not sustained by any provision in the contract and that it is one which under clause 24 can only be decided by you.

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

C. P. Wall

Sup^r Eng^r 1st Circle.

Enc 6 1.

1 copy of No 1121
6-8-86
From Rushikulya
Dr. Officer.

Inc 6:1
P.W. 7647/86

FROM,

P.W.C. No 7647
THE SUPERINTENDING ENGINEER
FIRST CIRCLE.

TO,

THE CHIEF ENGINEER

P.W. Department
FOR IRRIGATION.

DATED 22nd
DESPATCHED 24th September 1886
RECEIVED 1.10.86



No. 506-G.W.

ENCLOSURES. one.

Gopalpore Pier

*Forwards copy of Rushikalgoo
Division officer's letter for
deciding the claim put
forward by Messrs. Massey
& Co. for Compensation for
stoppage of work of —
for 11 days.*

SKW

1886

P. W. DEPARTMENT.

Current No. 7511 & 7980

From

The Supty. Engr. I Circle

ENCLOS.— 1

No. 540 G.D.

Dated 6th October 1886.

Received 14th — — —

SUBJECT.

*Messrs. Massey & Co's offer —
Informing that — for supply
of trucks for Gopalpore
Pier appears reasonable.*

314
15/10/86

DISPOSAL.

No. 3556 Dated 15th October 1886.

*Transferred and the referred
paper and enclosure returned
to the Marine Dept. Messrs.
Massey & Co's offer appear
to be reasonable.*

(Sd) J.O. Hasted, Col. R.

Secy. to Govt. P.W. Dept.

To

The Marine Dept.
recd 15.10.86 with 2 Encls.

8.11.

Please say whether
S. E.'s opinion that
the offer is reason-
able may be
endorsed by E. W.
and the Marine
Dept informed
accordingly.

HB

14/10/86

screwing down of the
pile!

4. In any case the
amount of compensation
claimed seems excessive,
and the Supt Engineer
I Circle is requested to
submit a full report
on the subject accompanied
by an expression of his
opinion. He should
also obtain from the
contractor details of the
claim of Rs 825/-.

4/10/86

4/10/86

13/10

that it was intended
that the contractor
should himself deal
with such difficulties,
the Executive Engineer
therefore is to blame for
having taken the work
into his own hands.

3. Whether compensation
should be paid or not de-
pends on the following:-

(a) Whether the contractor
agreed to allow the Ex.
Engineer to ^{sink} ~~make~~ the
pile, instead of doing
it himself.

(b) Whether the contractor
paid for all expenses
in connection with the

pile down by means of
dynamite, the result being
that the contractor's work
was stopped for 11 days
and for the delay the
sum of Rs 825 is claimed
as compensation.

2. Both the Suptg Engr
and Executive Engineer
seem to have overlooked
para 10 of the contract,
(to which their attention
is specially directed)
which states that the
contractor shall be paid
extra rates for screwing
through stiff clay or
rocks. It is evident
from this stipulation

J. W. Dept
6th Oct/86

dear

No 506 G. N. d/22.9.86.

From the Executive
Engineers' report received
with the letter above recorded,
it appears that in screwing
down one of the piles of
the Gopalpur pier, a
shoulder was met with,
and the Executive Engineer
in charge, instead of
allowing the contractor
to grapple with the difficulty
took the work into his
own hands and ^{put} got the

B. W. Dept

shall be paid extra
rate for receiving them
very close a look.

It is evident from the
circumstances that it
was intended that the
Contractor should him-
self deal with such
difficulties, the E.C.
therefore ^{is} to blame
for taking the work on
his own hands

3. Whether compensation
shall be paid or not
depends on the following:-

(a) Whether the Contractor
agrees to allow the E.C.
to take the pile, under
of doing it himself, if
he does it seem to be
that he has no claim
for the delay or expense
if the E.C. was unaided.

(b) Whether the Contractor

from the E.C.'s report recd with
the letter above mentioned

It appears that in
receiving down one of
the piles of the Gophers-
hire pier, a boulder
was met with and the
E.C. in charge, instead
of allowing the Contractor
to pull it via the
derrick, took the work
on his own hands &
got the pile down by
means of dynamite,
the result being that
the Contractor's work
was stopped for 11 days
& for this delay the
sum of Rs 825 is claimed
as compensation.

2. Both the S.C. & E.C. seem
to have overlooked ^(to which the contractor is specially directed)
10 of the Contract, which
states that the Contractor

State fully his
reasons for
considering that
the Contractors
are entitled to
no compensation
if he is still of
that opinion.

HQ

1.10.86

in such a manner
as to render an
^{immediate} decision ^{by} the Cl:

Engr: possible. The
Inspecting Officer
(S.E.I. C.) is in a
position to say
whether loss was
actually incurred
by the contractors
and to what extent;
and he should
inform the Cl: Engr
what he considers
the Contractors fairly
entitled to under
the terms of the
Contract.

Proposed to draw
the attention of the
S.E. to para 10 of
the contract - and
to ask him to

the S. E. submits
the matter for W's
decision under
para 24 of the
Contract which
says that "in case
"any dispute shall
"arise between the
"parties hereto +
" * * * * such
"dispute shall be
"referred to the
"decision of the
"Chief Engineer * *
" whose decision
" thereon shall be
" final & conclusive
" and shall be
" altogether operative
" & binding upon
" the parties hereto."

It is submitted,
however, that the
matter has not
been ~~remitted~~ remitted

"other obstacles
being met with"
does not agree with
the foregoing quotation
from para 10.

The E. E. says that
even after the pile
had been shortened
2 feet it was longer
than was required
so that probably
there was no neces-
sity to have pro-
ceeded further
than the obstruction,
and if so the delay
was quite uncalled
for.

In the spirit of
para 10 of the Contract
the action of the
E. E. has apparently
opened the door to
claim by the
contractors, and

" in or through any
" stiff clay or rock
" shall be paid by
" the Secy of State
" to the contractor in addition
" addition to the
" contract price viz."

although in
the case in point
the contractor was
not forced to screw
the particular pile
into the obstruction
complained of delay
was caused by the
action of the E. E.
in having the
obstruction cleared
by blasting.

The E. E.'s remark
" there is no provision
" made in the contract
" for the contingency
" of hard ground or

" do.

" In para 1 of the
" specification it is
" stated that " the
" piles are to be screwed
" down into the bed
" of the sea " & c. - but
" both the E. E. and
" the S. E. have appar-
" ently overlooked
" that portion of para 10
" of the contract which
" says " provided always
" that any additional
" cost or expense which
" the contractor shall
" sustain, incur or
" be put to * * * by
" reason of the contrac-
" tor having in the
" course of the con-
" struction of the
" said pier to screw
" down any piles

No 3463 ca
Memorandum

Letter from J. E. I. Wick

Gopalpur Pier

Recd

No 3463C of 6th Oct/86

314
4/10/86

15 Maj

3335C of 28-9-86

J. E. I. C. L. S.

Decr 8. 10. 86.

du
th

S. W. M.