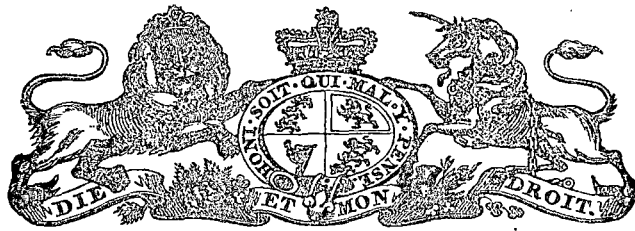


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1883.

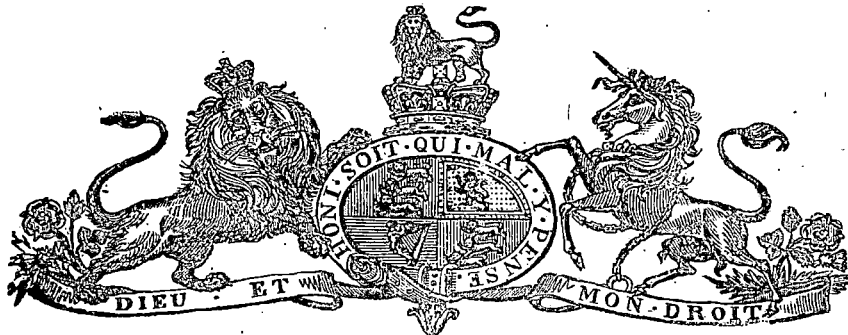
T A S M A N I A.

H O U S E O F A S S E M B L Y.

CAM BRIDGE CONTRACTOR'S CLAIM :

REPORT FROM THE SELECT COMMITTEE, WITH MINUTES
OF THE PROCEEDINGS AND EVIDENCE.

Brought up by Mr. Braddon, and ordered by the House to be printed, October 16,
1883.



SELECT COMMITTEE appointed on the 20th September, 1883, to investigate the Claim made by the Creditors of the Cam Bridge Contractor against the Public Works Department.

MEMBERS OF THE COMMITTEE.

MR. REIBEY.
MR. BIRD.
MR. PILLINGER.

MR. SHOBRIDGE.
MR. ARCHER.
MR. BRADDON. (*Mover.*)

DAYS OF MEETING.

Thursday, 4th October. Wednesday, 10th October. Friday, 12th October. Thursday, 16th October.

WITNESSES EXAMINED.

Mr. T. Townshend. Mr. M. Cresswell. Mr. H. Jowett.

R E P O R T.

Your Committee have the honor to report that, after due and all possible inquiry, they cannot discover that the creditors of the Cam Bridge contractor have any claim against the Public Works Department for money due upon that contract.

Seeing that the contractor himself has never urged any claim, and that, moreover, the trustees of the contractor's estate have accepted payment from the Public Works Department in full of all demands, the equity of any further claim against the Department would need to be exceptionally strong to admit of any decision in favour of the creditors. And after careful consideration of the evidence and statements of Mr. Townshend, Mr. Cresswell, and Mr. Jowett, your Committee cannot discover any warrant for re-opening a matter that has already been finally disposed of by the act of the contractor's trustees.

E. N. C. BRADDON, *Chairman.*

Committee Room, 16th October, 1883.

MINUTES OF MEETINGS.

THURSDAY, 4TH OCTOBER, 1883.

The Committee met at 11 A.M.

Present—Mr. Bird, Mr. Shoobridge, Mr. Pillinger, Mr. Archer, and Mr. Braddon.

Mr. Braddon was voted to the Chair.

Resolved, that the Minister of Lands be requested to supply the Committee with the following papers :—

1. Copy of particulars of account upon which it was ascertained that £1218 was all that was due to the contractor, and which was paid to the trustees of the estate.
2. A copy of the District Inspector's account of the full measurements of the work executed, showing the additional work caused by the alterations, and which should be included in the sum paid to the trustee, as Mr. Fincham says was the case with regard to the extra poles.
3. A copy of the schedule of quantities supplied by the Public Works Department to assist contractors.
4. A copy of the schedule of works in the altered design, to compare with the quantities in the first schedule to ascertain the excess or otherwise in the altered or new design.
5. Copy of Mr. Cresswell's paper of comparative quantities in the two designs, the old and the new one, showing how a deduction was made of £67 13s. 2½d.

The Committee adjourned at 12 o'clock till Wednesday next at 11 A.M.

WEDNESDAY, 10TH OCTOBER, 1883.

Present—Mr. Braddon, Mr. Pillinger, and Mr. Shoobridge.

Mr. Braddon took the Chair.

Mr. Thomas Townshend, Civil Engineer, attended, was examined, and having made a statement to the Committee, was requested to withdraw and place in a tabulated form the difference in value of the items of contract paid for by the Public Works Department and that placed on them by the contractor.

Mr. Thomas Townshend withdrew.

The Committee adjourned at 1 P.M.

AFTERNOON SITTING.

Present—Mr. Braddon, Mr. Bird, Mr. Pillinger, and Mr. Shoobridge.

Mr. Bird took the Chair.

Mr. Townshend attended with a statement, which he was requested to amplify and submit to the Committee on Friday next.

Mr. Townshend having been examined, withdrew.

Mr. Fincham, Engineer-in-Chief, attended before the Committee in obedience to a summons, and recommended that Messrs. Cresswell and Jowett should be called to give evidence before the Committee.

Mr. Fincham withdrew.

Resolved, that Messrs. Cresswell and Jowett be summoned to give evidence before the Committee on Friday next.

The Committee adjourned at 3.10 P.M. till Friday next at 11 A.M.

FRIDAY, 12TH OCTOBER, 1883.

Present—Mr. Shoobridge, Mr. Bird, Mr. Pillinger, and Mr. Braddon.

Mr. Braddon took the Chair.

The Minutes of last Meeting were read and confirmed.

Mr. Townshend appeared with his amended schedule.

Mr. M. Cresswell was called in and examined.

The Committee adjourned at 1 P.M.

The Committee resumed at 2.30 P.M.

Mr. M. Cresswell was further examined.

Mr. H. Joyce was called in and examined.

The Committee adjourned at 4 P.M. till Tuesday next at 11 A.M.

TUESDAY, 16TH OCTOBER, 1883.

Present—Mr. Pillinger, Mr. Shoobridge, Mr. Archer, Mr. Braddon.

Mr. Braddon took the Chair.

Minutes of last Meeting read and confirmed.

Report prepared and adopted.

The Committee adjourned *sine die*.

EVIDENCE.

WEDNESDAY, 10TH OCTOBER, 1883.

MR. T. TOWNSHEND, *Civil Engineer, called in and examined.*

1. *By the Chairman.*—My name is Thomas Townshend. I am a Civil Engineer, and reside at the Don. I was employed by the trustee of the estate of Robert Millburn, Contractor for the Cam Bridge, to measure the work performed by him and see what was still due to him by the Government. I have measured the work, and find (as the papers before me show) that a sum of £440 16s. 5d. is still due to him for difference in measurements and extra work not paid for by the Lands and Works Department. The first item on which the Public Works Department disagree is a sum of £67. This amount was saved by an alteration in the plan of the bridge, but the Inspector (Mr. Cresswell) agreed that it should not be deducted from the Contractor's payments; but the deduction was, nevertheless, made in violation of that agreement. The next claim is on account of differences between measurements made and paid for by the Public Works Department and my own. These differences I show on the statement I lay before you.

The statement not being clear to the Committee, Mr. Townshend was requested to withdraw and amplify it.

AFTERNOON SITTING.

MR. T. TOWNSHEND *called in and further examined.*

Mr. Townshend placed an amended statement of the claims of the Trustee before the Committee.

2. *By the Chairman.*—Is the whole of this claim based on the difference arising out of the extras? Yes.

3. And no portion of the claim is in respect of the contract itself? No.

4. Who was the authority for these extras? Mr. Cresswell, I believe.

5. What was the nature of the extra works ordered? The first difference was in the piles. There were fifteen piles in the specification, whereas 46 were actually driven in, making a difference of 31 piles, value £62. The foundations were planked on the top, that planking not being in the specification, the extra planking amounting to £52 14s. 0d. In the blackwood used there is also a claim for an extra 10s. per 100 feet allowed by Mr. Cresswell, 8920 feet, amounting to £44 12s. I put in Mr. Cresswell's letter in support of this statement, being the only letter the contractor would let me have.

PUBLIC WORKS CONSTRUCTION ACT, 1887.

BRIDGE OVER RIVER CAM.

The Leven, July 22nd, 1878.

DEAR SIR,

As far as I can make out, without the quantities before me, you will require about 50 casks of cement.

Your mortar for inside use should be composed as follows:—Cement, one bushel; lime, one bushel; clean sand, four bushels.

The lime and sand to be mixed as for ordinary mortar, and the cement added at time of using. All outside work must be set in mortar, composed as follows:—Cement, one bushel; sand, three bushels. Care must be taken to mix no more at a time than can be used, as any that has got partially set will not be allowed to go into the work.

I find on going over the quantities in the new and old plans that there is, according to your own prices, a balance of nearly £68 in your favor in material, as you will see from the enclosed account. I think, therefore, you will have nothing to complain of if your lump sum stands as it is, with the addition of 14s. per hundred for the template, 10s. per hundred for extra labour in your blackwood, and £50 extra on account of headers to be brought from Melbourne.

Let me have your reply early.

Yours faithfully,

M. CRESSWELL.

MR. R. MILBURN, *Contractor.*

Then there is a difference in the painting. The quantity contracted for was 123 square yards, work done, 660 yards; difference unpaid for, 437 yards, at 1s. 6d., £32 15s. 6d. For the whole of this work Mr. Cresswell only allowed 6 cwts. of paint, at £3 per cwt.; I calculated £3 will not pay for oil and labour, though it might pay for white lead, so I computed the amount due by the square yard.

As to tarring—in the original contract there is 320 superficial yards; I measure 1027 yards.

Mr. Townshend was again requested to withdraw and further amend his statement.

FRIDAY, OCTOBER 12, 1883.

MR. THOMAS TOWNSHEND *called in.*

Mr. Townshend having laid his re-amended schedule of differences in items (Appendix A.), before the Committee,—

MR. M. CRESSWELL, *Inspector of Works, was called in and examined.*

6. *By the Chairman.*—Please look at the statement (Appendix A) I place in your hands, and make your remarks thereon?

May I ask who took the measurements out, as more additional timber is claimed than went into the whole structure altogether?

7. Can you go through that statement which was prepared by Mr. Townshend and explain the differences in measurement which are made and charged for therein? I cannot undertake to do that without time, as it is five years since the work in question was performed.

8. I put a schedule of quantities, signed by yourself, before you, will that assist you? (Appendix B.) I see an item earthwork. There was no embankment to the hedge at all; instead of filling up, the contractor had to cut ground away.

9. *By the Chairman.*—Was the contractor paid the whole amount of his original tender? He was, as well as 10s. per 100 feet for labour in fitting 7100 feet of blackwood. It was supposed he could get his stone in the neighbourhood of the work, but as he could not procure stone in the vicinity good enough for face-work, he was asked by the Engineer-in-Chief if he could bring stone from a distance at a less cost to himself, than using brickwork; having considered the matter, he agreed with me to bring his stone from Melbourne, for which I was to allow him 10s. per cubic yard extra, and he was allowed to use the stone at hand for his "hearting;" this stone he procured at the abutment of the bridge. He was also allowed 10s. per cubic yard additional on the whole of the masonry work, 280 yards. £85 was also allowed him for making his cofferdam, having stated that it was omitted from his tender in error. For a template constructed by him by for bending his laminated planks, he received £8, the contract price of the timber contained in it; this he subsequently sold. These are all the extras authorised in the original contract whilst the bridge was being constructed that I am able to remember.

10. Looking again at your own statement (see Appendix B.), can you remember any other extras authorised by you? There were some newel caps built, and four fender blocks, but I believe I paid him extra for them.

11. Look through Mr. Townshend's statement and see if that recalls any extras sanctioned by you? It does not; I see in it many items which I altogether ignore, and which the contractor never did, and never would have claimed for himself.

12. *By Mr. Pillinger.*—Was the contractor satisfied with your settlement? He was, and would have been just as satisfied if he had not been made bankrupt.

13. *By Mr. Bird.*—If there had not been extras ordered what would have been the amount paid to the contractor? The amount of his contract, £1086.

14. How is it that he only appears to have been paid £949 apart from his extras? His measurements were taken out, and it was found that they only amounted to that sum according to his own schedule of rates.

15. *By Mr. Pillinger.*—Is it usual to adopt that course (paying by actual measurement) with contractors? It is.

16. *By Mr. Bird.*—You told us, did you not, that you assisted him largely in the construction of a cofferdam? Yes, as he did not seem up to the work, I agreed, conditionally on his standing on one side and letting us do the work, to try and get the Government to assist him; having gained that consent, we almost entirely constructed the coffer-dam, at a cost of £75.

17. Was anything deducted from the contract price for this work? There was not; it was paid for out of the vote, which left the Government unable to pay the amount which I recommended, £1246. This amount the contractor was too willing to accept. The Trustee accepted £1218 subsequently in full of all demands.

18. You are perfectly satisfied your measurements were correct? Yes; I was most careful in making them, and they were afterwards checked down here at the office.

19. *By Mr. Shoobridge.*—Is the span represented at the east end of the bridge in plan in existence? No, nor was it ever.

20. Or the earthwork represented on the same plan? No.

21. Was it with the consent of the Contractor that No. 2 plan was substituted for No. 1? Yes.

22. The Contractor, finding he had such a depth of water to contend with, asked the Engineer-in-Chief, in my presence, to be allowed to bridge the river in one large span, instead of according to the previous design. The Engineer-in-Chief said he had no objection, but he would write to him on the subject. I lay a copy of the Engineer-in-Chief's letter on the subject before the Committee:—

Lands and Works Office, Hobart Town, 3rd June, 1878.

CAM BRIDGE.

SIR,

Consequent upon your representation of the difficulty of founding the centre pier of Cam Bridge in position shewn upon your Contract Plans, I have decided to re-arrange the spans of this Bridge as shown on accompanying Drawing, making only one large central span, which will be built as a laminated arched girder, and adding one small side span.

It is to be clearly understood that this alteration is to be carried out (as verbally suggested by you) at the prices attached to your present Contract, excepting that some allowance will be made you for the extra labour involved in building the curved portion of the large girder.

Be good enough to acknowledge the receipt of this communication, and inform me of your concurrence in same.

I am, Sir,
Your obedient Servant

(Signed) J. FINCHAM, *Engineer-in-Chief.*

MR. R. MILBURN, *River Cam.*

23. *By Mr. Braddon.*—Was a copy of that letter furnished to the Contractor? That is a copy of the original letter which was sent to the Contractor by Mr. Fincham.

24. *By Mr. Bird.*—The Contractor undertook to build the bridge with certain piers at a certain price,—these piers were founded on either concrete or piles: was he paid for either the one or the other? No, he was not; but it was by his own consent we allowed him to substitute piles for concrete, provided he supplied those piles at his own cost: had we insisted on the concrete, it would have cost him twice the amount for pumping and constructing a new cofferdam. Having allowed him to drive the piles, he was unable to keep his foundations dry till we stepped in and assisted him, at a cost of £75, as I before stated. There was a distinct agreement that he should not be paid for the piles.

25. *By the Chairman.*—Mr. Townshend points out the quantity of timber used is, according to the Department and himself, 25,720 feet, according to you, 17,400? The estimate of 25,720 feet includes beams for which I allowed and paid the Contractor £20 each, and corbels, both of which were included in the blackwood, and paid for at the rate of 28s. per 100 feet: this will account for that discrepancy.

26. Mr. Townshend also points out that you only allow £18 12s. for 6 cwts. paint; it is usual to charge for painting by the square yard; how do you get at your calculation? I took out the quantity of paint used, which could have been purchased at 36s. per cwt. I allowed 62s. to cover oil, mixing, and putting on.

MR. H. JOWETT *called in and examined.*

27. *By the Chairman.*—Your name is? Henry Jowett.

28. Your connection with this contract? I was Clerk of the Works.

29. Can you say whether Cresswell's measurements as to the work in the Bridge are correct? They are; if there is any difference, Mr. Cresswell has given it rather in favour of than against the Contractor. Timber, for instance, 400ft. more is allowed the Contractor than my note-book shows; again, in the allowance for iron, Cresswell allows for 8479 lbs., against my entry, 7500 lbs. weighed on the ground. Masonry—My book shows 175 cubic yards; Cresswell allows 280; there is also an extra pier allowed for, which was never built. His other items are correct. There are few items,—paper, tar, &c.,—which my note-book does not show. I was so hurried in obeying the summons that I was unable to prepare notes of minor details. The item paint is correct; also, the two beams. The other entries are correct, except where I have pointed out discrepancies in favour of the Contractor.

APPENDIX A.

CAM BRIDGE CONTRACT.

	£	s.	d.	£	s.	d.
Amount of original Tender	1086	0	0			
Amount added to above to make up for omission of Coffe-dam	86	0	0			
Total amount of Contract, amended	£1172	0	0			
<i>Less Work and Material dispensed with; viz.—</i>						
Concrete—28 cubic yards at 30s.	£	s.	d.			
Original, Executed.	42	0	0			
Iron in shoes, &c.—5000 lbs. 3274 — 2726 at 4½d.	42	13	6			
Blackwood fence — 370 — 132 — 238 at 1s.	11	18	0			
				96	11	6
						1075 8 6

Add value of Additional Work or Extras; viz.—

	Executed.	Original.	Extra.			
Blackwood sup. ft.	8920	7832	1088	28s.	15	10 6
Ditto sup. ft.	8920 at	extra price	...	10s.	44	12 0
Hardwood sup. ft.	28,706	21,102	7604	14s.	53	4 0
Piles No.	46	15	31	40s.	62	0 0
Two beams, at extra price No.	2	—	2	£20	40	0 0
Blackwood fence, additional rail linl. ft.	132	Nil.	132	4d.	2	4 0
Split-rail fence linl. ft.	28	Nil.	28	10d.	1	3 4
Fender posts No.	4	Nil.	4	5s.	1	0 0
Iron, wrought lbs.	8293	3360	4933	4½d.	92	1 6
Galvanized iron spikes lbs.	973	448	525	7d.	15	4 7
Fence-wire and fixing cwt. qr. lbs.	1 1 10	Nil.	1 1 10	£3	4	2 6
Paint (white lead) laid sq. yds.	660	123	537	1s. 6d.	40	5 6
Tarring sq. yds.	1027	320	707	3d.	8	15 1
Tarred paper, two thicknesses linl. ft.	450	Nil.	450	6d.	11	5 0
Searching for stone (opening quarries, &c.), specified to "be got near site of Bridge" say	...	...	...	...	20	0 0
Cement and lime mortar (specified lime only) cub. yds.	42	...	42	10s.	21	0 0
Facing Melbourne stone sup. ft.	1983	...	1983	6d.	49	11 6
Labor hammer-dressing, &c. sup. ft.	1983	...	1983	6d.	49	11 6
Allowance agreed for headers sup. ft.	...	...	...	...	50	0 0
Template (half-price) sup. ft.	2400	...	2400	7d.	8	0 0
						£1664 19 6
Less Cash on account						1218 0 0
BALANCE DUE						£446 19 6

12th October, 1883.

Masonry—add. I do not know.

APPENDIX B.

BRIDGE OVER RIVER CAM.

Schedule of Quantities in completed Work.

	£	s.	d.	£	s.	d.
12 cubic yards excavation in rock, at 3s.			1 16 0			
280 cubic yards masonry, at 22s. 6d.	315	0	0			
24 Piles driven, at 40s.	48	0	0			
7100 lineal feet blackwood fixed, at 28s.	99	8	0			
2700 ditto, in corbels, at 28s.	37	16	0			
17,400 lineal feet hardwood fixed, at 14s.	121	16	0			
2 Beams in main span, at £20.	40	0	0			
132 lineal feet blackwood fence, at 2s.	13	4	0			
90 ditto split-rail fence, at 4d.	1	10	0			
4 Fender blocks, at 5s.	1	0	0			
8479 Wrought iron fixed (Contractor's own quantities), at 4½d.	158	19	7½			
2724 Cast ditto (ditto), at 4½d.	51	1	6			
850 Galvanized iron spikes, at 7d.	24	15	10			
1 cwt. wrought iron fence wire, 42s.	2	2	0			
6 cwts. paint laid on, at 62s.	18	12	0			
5 casks coal tar laid on, at 30s.	7	10	0			
Tarred paper	5	0	0			
6 cubic yards metal to approach, at 6s. 6d.	1	19	0			
						949 9 11½
EXTRAS ALLOWED.						
7100 feet blackwood fixing, at 10s.	35	10	0			
280 cubic yards masonry, at 10s.	140	0	0			
Coffe-dam	85	0	0			
Making template	8	0	0			
						268 10 0
						£1217 19 11½
Deduct paid on account						1010 0 0
BALANCE						£207 19 11½

Say £208.

This amount has been offered to Contractor, but refused by him. (Signed)—M. CRESSWELL.

(Signed) W. S.
J. D. H.