

(No. 57.)



1873.

T A S M A N I A.

LEGISLATIVE COUNCIL.

SORELL CAUSEWAY.

CORRESPONDENCE BETWEEN COMMISSIONERS, CONTRACTORS,
AND THE GOVERNMENT.

Return to an Order of the Council dated August 5, 1873. (Mr. Whyte.)

Laid upon the Table by Mr. Chapman, and ordered by the Council to be printed,
September 23, 1873.



Sorell, 4th August, 1873.

SIR,

I HAVE the honor to forward you the enclosed Petition from the inhabitants of Sorell, which was adopted at a meeting held here on Saturday last, 2nd instant.

I am directed to request that you will be good enough to lay it before the Trustees of the Sorell Causeway at your earliest convenience.

I have, &c.,

(Signed) JOHN T. CORAM, *Chairman of Meeting.*

*The Hon. Sir JAMES M. WILSON, Chairman of Trustees,
Hobart Town.*

To the Trustees of the Sorell Causeway.

The Petition of the undersigned Ratepayers of Sorell, in Public Meeting assembled:

RESPECTFULLY SHOWETH:

THAT your Petitioners were led to believe that the Sorell Causeway would ere this have been completed, and thrown open for traffic, in accordance with the terms of the Contract.

That the delay in the completion of the work is not only a source of inconvenience to your Petitioners, but a matter of loss to the Trust.

Your Petitioners therefore respectfully pray that the Trustees of the Sorell Causeway will adopt the necessary means to secure the completion and opening of the Causeway without delay.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 33 Signatures.]

Board Room, 13th August, 1873.

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your Petition, addressed to the Trustees of the Sorell Causeway, praying that the Trustees would adopt the necessary measures to ensure the completion and opening of the Causeway without delay.

In reply I beg to say that the Trustees regret that the non-completion of this work should have caused inconvenience and disappointment to the inhabitants of the Districts which it is designed to accommodate; but the delay of which you complain is owing to the fact that the Contractors have not complied with the terms and requirements of their Contract.

The Trustees have, however, taken prompt measures to ensure the due performance of the Contract; and entertain the expectation that the Causeway will very shortly be completed and thrown open for public traffic.

I have, &c.,

(Signed) J. M. WILSON, *Chairman.*

J. T. CORAM, *Esq.*, and the other Gentlemen signing the Requisition.

Sorell Causeway, 6th June, 1873.

SIR,
WE have the honor to inform you we shall be ready to hand over these Works on Tuesday next, the 10th instant.

We have, &c.,

(Signed) OLDHAM & HELMER.

Sir J. M. WILSON, Chairman of the Sorell Causeway Trust.

Lands and Works Office, Hobart Town, 6th June, 1873.

SIR,
I HAVE the honor to inform you that I have this day received a letter from Messrs. Oldham and Helmer, Contractors for the Sorell Causeway Works, notifying that they will "be ready to hand over these Works on Tuesday next, the 10th instant."

I have, &c.,

(Signed) CHARLES MEREDITH,
Minister of Lands and Works and Director of Public Works.

*Sir JAMES MILNE WILSON,
Chairman Sorell Causeway Trust.*

Board Room, 9th June, 1873.

SIR,
REFERRING to your letter of the 6th instant, acquainting me that you had received a letter from Messrs. Oldham and Helmer notifying that they will be ready to hand over the Sorell Causeway and Works on Tuesday next, the 10th instant, I have the honor to draw your special attention to the provisions of the specification and Contract under which the Director of Public Works has to grant certificates of the due performance by the Contractors of the works before a final settlement can be arrived at. I need scarcely remind you that considerable responsibility will rest with the Director of Public Works as the medium in the settlement between the Trustees and Contractors of the Causeway; but in the meantime I am desirous of being furnished with a report from Mr. Glover as to the state and condition of the Causeway and Works at the period at which the Contractors propose to hand them over, and whether they have been carried out in accordance with the conditions of the Contract.

I have, &c.,

(Signed) J. M. WILSON.

The Hon. the Minister of Lands and Works.

Lands and Works Office, Hobart Town, 10th June, 1873.

SIRS,
I AM in receipt of your letter of the 6th instant, informing me that you will be ready to hand over the works at the Sorell Causeway under your Contract on Tuesday, the 10th instant; and in reply beg to acquaint you that the same shall be inspected in a few days, when I will communicate to you the result of such inspection.

I have, &c.,

(Signed) CHARLES MEREDITH,
Minister of Lands and Works and Director of Public Works.

Messrs. OLDHAM & HELMER, Contractors, Sorell Causeway.

Lands and Works Office, Hobart Town, 13th June, 1873.

SIRS,
I AM instructed by the Hon. the Minister of Lands and Works to acquaint you that Mr. Cheverton, Chief Superintendent of Public Works, Southern side of the Island, will on Monday next, the 16th instant, proceed to the Sorell Causeway, to examine the works performed under your Contract, with the view of ascertaining whether the same have been carried out in accordance with the plans and specifications.

I am, &c.,

(Signed) WILLIAM SMITH,
Clerk Public Works.

Messrs. OLDHAM & HELMER, Contractors, Sorell Causeway.

Lands and Works Office, Hobart Town, 24th June, 1873.

SIRS,

In accordance with my communication to you, under date the 10th instant, I now beg to inform you that the works under your Contract at the Sorell Causeway, which you stated you were prepared to hand over, have been carefully inspected and examined with the view of ascertaining whether the same have been carried out and finally completed according to plans, specifications, and agreement.

As the result of such inspection I have now to acquaint you that there are several portions of the works not yet completed according to Contract, and as defined in the specifications and plans, the particulars of which I herewith forward;* and have to request that you will at once cause the same to be carried out accordingly, in order that no further delay may take place before the works are rendered up complete in terms of Contract, as you are aware that a heavy *penalty for delay* is authorised in your agreement to be enforced, and you are now considerably beyond the time within which the works were to be finished.

I have, &c.,

(Signed) CHARLES MEREDITH,
Minister of Lands and Works and Director of Public Works.

Messrs. OLDHAM & HELMER, Contractors, Sorell Causeway.

(Copy.)

Lands and Works Office, 20th June, 1873.

SIR,

In accordance with your instructions, on the 16th instant I visited the works at Sorell Causeway, under Messrs. Oldham and Helmer's Contract, and found that they were not up to that date finished in accordance with the specification and plans.

1. Commencing at point A., Bluff side. About 2½ chains of roadway require slopes facing with rubble to protect sand formation.

2. Cutting A. to B. Surplus stuff from top of cutting requires removing to lighten banks and prevent slips.

3. Eleven chains of side drains have not been cut to the form or depth shown on drawing, although of a sufficient depth for the purpose required.

4. Embankment B. to C. Slopes are not carried out to the form, or with stone of the sizes shown (on the sectional drawing, No. 1). The action of the waves in many parts has drawn out the stones at foot of slopes leaving a deficiency in the form of same. It is necessary for this deficiency to be made good in order to support shoulders of roadway and fencing; this could have been prevented by using the rubble stone larger and keeping up the same to allow for subsidence, which to a certain extent has been caused by using the soft materials too near the surface of the slopes. The north side of this embankment suffers most from the action of the water.

The metalling on this portion is deficient in quantity, and was not broken to pass through a 3 inch ring before spreading same; the top also is far too large, and should be broken and left to the sizes specified.

5. Bridging from C. to F. Four split piles require bolting, ends of planks cut straight, 7 defective planks require removing and sound ones substituted, bolts screwing up, and bolts and spikes throughout driven home.

6. Embankment from F. to G. Portions of rubbling on the face of slopes are of a very small and inferior quality, and wasting away.

Portions of the fencing on this are getting out of form.

7. Metal on embankment, F. to G., is not broken to the specified size, or the quantity laid down; in many places at the sides the bottom is quite visible, there being only one stone in thickness. Some extra metal should be laid on these bare places.

8. Roadway across Medway Point, G. to H. In many parts of the cuttings the rock is not cut ½ to 1 as described, and in many places the earth and clay require cutting away to the form described of 1 to 1.

9. Forty-four chains of side drains are not cut as low as shown on plans, and described, although of sufficient depth for the purpose required.

10. Some catch-drains require to be cut, where pointed out, on Medway Point.

11. Six rods of post and rail fencing are required along face of culvert west side of Medway Point.

* Copied from Mr. Cheverton's Report of 20th June, as therein given.

12. Metal on portions G. to H. is deficient in quantity, and not broken to the specified size.
13. Embankment from H. to I. Portions of the slopes are not finished, as described in clauses from 42 to 46 of specification, and shown on drawings. Sand and clay have been substituted on portions of same.
14. Bridging from I. to K. At present the top is covered with clay : this requires removal in order to point out any defective planks ; ends of planks, where posts go through, to be cut off straight, and all bolts and spikes driven home.
15. Embankment from K. to L. Portions of slopes require rubbing to leave the form shown on drawing.
16. Metal laid on this embankment, K. to L., has not been broken to the size specified, or the quantity laid.
17. Bridging from L. to M. Planking is covered with clay and sand, which require cleaning off ; 5 or 6 defective planks, which should be replaced with sound ones ; ends of planks require straightening, bolts screwed up, spikes and rough bolts driven home.
18. Embankment M. to N. The stone used for the slopes is much smaller than shown on sectional drawing, and in many parts a subsidence has taken place from soft materials being used ; there is also a want of stone in these slopes to leave same to the form shown on sectional drawing.
19. Metal on embankment, M. to N., is not broken to the specified size, or the quantity provided for laid down. On the east side a portion of defective stone has been collected from off the beach and put on to roadway. An extra layer of good metal will be required on this portion.
20. Roadway at Halstead Point, between N. and O. Sides of cutting require sloping back as described, 1 to 1.
21. There are also many places along the metalled road sunk at sides ; these parts will require filling up to leave roadway the form shown on plans.
22. Several openings are left in the post and rail fencing : these openings should be made good, and posts of fencing throughout require ramming and setting upright.
23. The slopes at the junction of timber bridging of embankments throughout require extra stone and packing.
24. I took the depths of the metal throughout in various places, and find that, after making a fair allowance for subsidence and breaking over the top layer, there is about one-seventh less in quantity than that provided for in specification. It is most essential that the top of this metal should be broken over to the specified size.

I would recommend that the Contractors be called upon to complete their work without further delay. They are at present some 10 months over their Contract time, and the Director of Public Works has the power of deducting £20 per week for every week over the time named in their Tender.

Some of the piles have been driven many years and can only last a given time ; this should be taken into account so as not to prolong the work beyond a reasonable time.

The Contractors have been duly notified during the progress of the works of the matters herein reported upon both by the Clerk of Works and the Director of Public Works.

I have, &c.,
W. H. CHEVERTON,
Overseer of Works.

The Hon. the Minister of Lands and Works.

SIR,

Sorell Causeway, 25th June, 1873.

WE have the honor to acknowledge the receipt of your letter of yesterday, together with a Memo. of works yet required to be done at the Sorell Causeway.

We take the liberty of making a few remarks thereon, and take the items as in Memo.

1st. Roadway at A. This is only about 1 foot in height, but shall be faced with rubble.

2nd. Cutting A. to B. is about 10 feet wider than specified ; and any surplus material slipping down would rest on the ledges of rock without interfering with the drains.

3rd. Side drains are sufficiently deep to carry off the water, and considered so by Mr. Cheverton the Inspecting Officer : if made any deeper would be dangerous to traffic.

4th. Embankment B. to C. This embankment was finished some 12 months ago, and was made according to the instructions and approval of the late Director of Public Works, in whose late Report on the Works (May 5th) there is no fault found in reference to embankments. This embankment, like the others, has stood the test of all last winter, unprecedented for its severity, when other works of a like description were damaged and carried away. The action of the water has dovetailed the stones so into each other that it would be a great pity to disturb them. In regard of keeping up the sides of the embankments to allow for subsiding, it states in the Specification, Clause 44, that the centre shall be kept up 9 inches.

In reference to the metalling, we beg to state that we can prove by our books that the quantity of metal (4800 yards) was brought and broken on the Works; but if, after spreading, there appears to be a slackness in places, we must leave the matter in your hands, as it is an impossibility now to cart any metal through Sorrell,—the roads there being impassable.

The process of breaking the metal over on top seems to be a bye-gone method, and only adapted for very soft metal. We have broken the metal over in a great many places twice, in some instances even three times; and the first horse that goes over will turn up some of the larger metal again; and so it will be till either the whole of the metal is broken or else blinded,—there being nothing to bind the metal at the bottom.

5th. Bridging C. to F. Four split piles requiring bolts. This has been done; the other matters are being attended to; the planks will be put in as soon as can be procured.

6th. Embankment F. G. same as B. to C. Fence has been put straight.

7th. Metal same as B. to C. These places will be attended to.

8th. G. to H. Portions of the rock cutting were allowed by Mr. Butler to remain perpendicular,—the rock being solid; remainder will be attended to.

9th. Side drains. Same as Bluff cutting.

10th. Catch drains will be made.

11th. Six rods of fencing along face of culverts has been done.

12th. Metal same as to B. to C.

13th. Embankment H. to I. This embankment was made in a former Contract.

14th. The clay has been taken off this bridging.

15th. Embankment K. to L. same as B. to C.

16th. Metal same as B. to C.

17th. This is being attended to.

18th. Embankment M. to N. same as B. to C.

19th. Ditto, ditto, will be attended to.

20th. Sloping back the sides has already been done.

21st. This is being attended to.

22nd. The openings are slip panels to get to the well, and can be closed any moment.

23rd. This work is partly done.

24th. Referred to in Clause 4.

In conclusion we beg to express the hope that you will take the matter into your favourable consideration, that it might be arranged that the work be taken over, as most of the works requiring to be done are of such a trivial nature, and will not interfere with the traffic, and can be done by the men left in charge for the next 12 months to keep it in repair.

We have, &c.,

(Signed)

OLDHAM & HELMER.

The Hon. the Minister of Lands and Works.

Lands and Works Office, Hobart Town, 30th June, 1873.

SIR,

IN accordance with the request contained in your letter of the 9th instant, I have now the honor to forward herewith copy of "Report from Mr. Glover as to the state and condition of the Sorell Causeway Works at the period at which the Contractors proposed to hand the same over."

This Report shows that at the time stated there were considerable portions of the work not carried out in accordance with the plans and specifications, and others incomplete, which was confirmed by a subsequent inspection made by this Department; and I have transmitted to the Contractors a list of the works which I require to be performed before the same can be acknowledged as completed.

I have, &c.,

(Signed) CHARLES MEREDITH.

Sir J. M. WILSON, *Chairman Sorell Causeway Trust.*

(Copy.)

Sorell Causeway Works, 4th June, 1873.

SIR,

I HAVE the honor to report that, since the 1st May (the date of my last report), the Contractors have finished spreading the road metal with the exception of about 50 yards on the Sorell end of the work, and about the same space on Medway Point; and they have been engaged breaking over the surface of the spread metal, having from 8 to 11 men and boys so employed. They have also supplied the remainder of the wanting bolts in the braces in the bridging C to D.

In the early part of the month the Contractors commenced to collect stone from the beach, and break the same for "road metal" to finish the end of the work at Halstead's Point, Sorell shore. The stone at first thus collected and broken was "honeycomb" stone, and entirely unsuited for the purpose. I accordingly objected to the same by a written notice to that effect, and reported the circumstance to you. Subsequently the collection of "honeycomb" stone was discontinued; but stone was still obtained from the beach, and although it contains interspersed throughout it a small proportion of hard and apparently good stone, the majority consists of a kind much inferior to that approved and used throughout the rest of the work, besides having much of the honeycomb stone mixed through it. *This metal* the Contractors are now spreading on the Sorell end of the work.

At the junction with the existing road on the Sorell shore there is a cutting of about 50 yards in length, with a depth of 8 feet at the deepest part, through the natural bank of the shore, which consists solely of earth and clay.

The sides of this cutting, from the nature of the ground, being liable to much damage from land springs and surface water in rainy weather, the late Director of Public Works ordered the slopes thereof to be increased to 2 hor. to 1 ver. instead of 1 hor. to 1 ver. as generally specified; the extra cutting of 1 to 1 forming an "extra" to credit of the contractors, the boundary fences to be erected on the slope; and I accordingly set out the lines of the required cutting. The Contractors having recently informed me that they required a written order for executing the work, I gave them a Memo., of which the accompanying is a copy; but they have not executed the work, and are now spreading the metal on the roadway in this cutting.

The sides of this cutting are at present at a slope of less even than 1 to 1:

As the various portions of the contract have never been completely finished as the work proceeded, although the Contractors have during the last two months somewhat reduced the arrears, there still remain several items of imperfect and unfinished work which will require completion. The details of these are as follows; namely,—

NO. 1.—TIMBER BRIDGING.

1. Bridging C to D (plan 1).—Split piles to be bolted. It was ordered by the late Director of Public Works that all piles which were partially split in the driving, but not so damaged as to unfit them for their purpose, should in the usual way be closed and secured by screw bolts passed through them. Many of those piles requiring it were thus treated at different times, but there still remain 4 of such piles which were not operated upon.

2. Bridging C to D (plan 1).—Iron bands over two piles and their capsills. Six of the piles which were so short as, after being sufficiently driven, not to present a sufficient height to afford a proper "tenon" for the capsills, were permitted by the late Director of Public Works to remain on condition that a strong iron strap or band should be passed over the head of each pile, embracing it and its sills, and bolted to the same by screw bolts passed through them. Only 4 of these were so treated by the Contractors, 2 remaining to be done.

3. Bridging C to D (plan 1).—A few defective planks to be removed and replaced.

4. Bridging C D, I K, and L M (plans 1 and 2).—Bolts generally to be driven “home” and screwed up where possible. This operation was frequently ordered by the late Director of Public Works, and reiterated by me, but has been only partially executed. There are also several of the horizontal bolts wanting in the ends of post planks.

5. Bridging C D, I K, L M (plans 1 and 2).—Ends of post planks to be cut off in a straight line parallel with sides of platforms. At present these ends of planks project over the sides of platforms in various lengths; and although they do not deteriorate the stability of the work, they present a very irregular and slovenly appearance, and untradesmanlike performance.

6. Bridging C D, I K, L M (plans 1 and 2).—Plates of iron over junctions of rails in platform fences. According to specification the “arris” rails in these fences were to be halved and overlapped at their junctions on the posts; but the late Director of Public Works permitted the Contractors, in order to save the extra material and labour involved in the operation, to “butt” the ends of the rails, on condition that they should spike on a piece of stout hoop-iron $1\frac{1}{4}$ inch wide longitudinally over each joint; and this condition was accepted by the Contractors, and the rails were “butted” accordingly, but the iron plates have never been affixed.

No. 2.—EMBANKMENTS.

1. Bank B to C (plan 1).—On the south side of this embankment, close to the point of commencement B, the slope was left unfinished and of insufficient extent, during the construction of the whole of that embankment, in order to afford room for the temporary road of the Contractors from the beach, and the same has never yet been carried out to its proper width of base so as to give the specified slope of $1\frac{1}{2}$ to 1. The height of bank at this spot is 14 feet 6 inches; the base of the slope should therefore be 21 feet 9 inches, whereas it is in reality at present scarcely 18 feet 6 inches, being only 18.48 feet.

2. Bank B to C (plan 1).—On the north side at point C (junction with bridging), some nine or ten months ago the force of the waves during a gale threw down and disarranged the stones forming the slope of the bank at the end, and for some yards along the north side. This will require to be repacked with large stones, and carried out at the base about a foot wide to give the specified slope.

3. Bank B to C (plan 1).—Along the side, especially the northern slope of this bank, there are depressions from subsidence, disarrangement and insufficiency of stone, which require to be filled up and made good.

4. Bank H to I (plan 2).—The requirement described in the last paragraph also applies to this bank, though in a much less degree.

5. Bank K to L (plan 2).—The same also applies to this bank, though only slightly.

No. 3. CUTTINGS.

1. Cutting on A to B (plan 1).—Side drains require to be deepened to the specific 18 inches, being at present generally less than half that depth.

2. West cutting on Medway Point.—Clay and earth in sides of cutting to be sloped back 1 hor. to 1 ver. According to the specification “rock” is to be sloped back to $\frac{2}{3}$ to 1; but as a great portion of the sandstone in this cutting is solid and not likely to be acted upon by the weather, the Director of Public Works permitted the contractors to leave such sound portions of the base as they did not require for use as stone in its perpendicular condition as cut in the former contract. But the earth and clay require to be sloped back at 1 to 1, according to the specification, to prevent their continual crumbling down and choking up the side drains.

3. West cutting, Medway Point.—Side drain to be widened. At one point on the south side of this cutting there is not sufficient room between the metal of the road and the side of the cutting to allow of the specified drain 5 feet in width; and through this cutting there is a constant run of water, there being a permanent spring higher up the road.

4. East cutting on Medway Point.—The clay and earth in the sides of this cutting require to be sloped back to an incline of 1 to 1. At present it is much steeper than this, as well as presenting loose and dangerous projections of stone.

5. In both the cuttings on Medway Point the side drains require to be deepened to the specified 18 inches in the shallowest part, being at present generally less than half that depth.

No. 4.—ROADS.

1. Road A to B, Bluff.—At point “A” projection of rubble stone required on slopes of sand embankment. This road is constructed on an embankment of pure sand, and requires a coating of rubble stone for the space of about 50 yards, which is at present destitute of such protection.

2. Curbing, A to B.—The whole of the road formed on an embankment from point “A” to near the cutting requires a rubble-stone curbing to retain the metal. This requirement formed one of the subjects of my notice to contractors of the 25th January last, and my communication to you of the 5th February last.

3. Metalling.—The road metal, as already reported, has been spread less than the specified depth by more than an inch, amounting to a deficiency of upwards of 640 cubic yards of metal; and the size of the metal is very considerably larger than that specified. The contractors have employed hands to break over the mere surface, but even the part so operated upon is still larger than provided by the specification, which requires the stone to be broken on the surface, “so that no stone larger than two inches can be seen.”

No. 5.—FENCES.

1. Medway Point side embankment.—Many of the posts of this fence have not been sufficiently rammed when erected, and they are quite loose. I have very many times called attention to this, but without effect.

2. Boundary and embankment fences.—Several posts require bolts to remedy splitting.

3. Northern boundary fence of Causeway land on Medway Point.—In accordance with instructions from the then Director of Public Works at the commencement of this contract, I marked out the boundaries of the land on Medway Point secured by the Trustees of the Sorell Causeway, and for which compensation was paid to Mr. John Lord. But as the northern boundary crossed a precipitous and rocky part of the point on which a fence could not be firmly erected, the contractors made a detour in fencing the said boundary so as to avoid the ravine. This proceeding, although certainly more convenient, and enabling the fence to be erected more effectively, places 48 rods of the Causeway fence on Mr. Lord's land, besides taking in about a quarter of an acre thereof; and in order to secure to the Trustees the proprietorship of the fence it will be advisable to obtain Mr. Lord's written sanction to the arrangement. The contractors have constantly engaged to procure this consent from Mr. Lord, but I am not aware of their having yet done so.

I have, &c.,

(Signed) W. H. GLOVER, *Clerk of Works, Sorell Causeway.*

The Hon. the Minister of Lands and Works.

COPY of Notice to Messrs. Oldham & Helmer, Contractors, Sorell Causeway.

MEMO.

It was ordered by the Director of Public Works, dated 3rd September, 1872, that the cutting at Halstead's Point be sloped back at an angle of 2 hor. to 1 ver. to prevent the slipping of the earth.

The fence to be re-erected on the slope so as to preserve its present line.

(Signed) W. H. GLOVER, *Clerk of Works, Sorell Causeway.*

30th April, 1873.

Sorell Causeway Works, 16th June, 1873.

SIR,

WITH reference to my report on the works of the Sorell Causeway Contract, dated 4th June instant, I have the honor to state that the only subsequent operations by the Contractors which can vary or modify that report consist in their fulfilment of two of the requirements contained therein, namely (*vide* report) “No. 3. Cuttings (3) West, cutting Medway Point, side drain to be widened.” “No. 4. Roads (2), A. to B., curbing.”

With the exception of these two items, which have been fulfilled, my report of the 4th June applies up to the present moment.

Those works which were in course of execution by the Contractors I did not notice or include in my report. And these have occupied the Contractors up to the 13th instant. They have also made a slovenly attempt at restoring the damaged portion of the bank, B. to C., at point “C”; but

having used small "boulders" for the purpose, instead of large or long stones, which alone could secure a hold in the bank, and having otherwise insufficiently and insecurely performed the work in question, I have not recognised it.

The 657 yards timber bridging (C. to D.), Bluff side, is at present encumbered by a quantity of refuse timber, lumber, &c., which the Contractors' men are now employed in collecting and stacking along the sides. Nor has the Contractors' wooden tramway along the centre of the bridge been yet taken up, the rails still remaining spiked down to the planking of the bridge.

I have, &c.,
(Signed) W. H. GLOVER,
Clerk of Works, Sorell Causeway.

The Hon. the Minister of Lands and Works.

Sorell Causeway Works, July 3, 1873.

SIR,

HAVING received a copy of the report of the Director of Public Works on the Sorell Causeway, and having now all but completed the works stated therein to be done, except the extra metalling, which it is impossible now to comply with, we beg respectfully to bring the following under the consideration of the Trustees.

1st. That the work be now taken over, so that it might be opened for public traffic.

2nd. That in lieu of the metalling required to be done, we are willing to blind the centre of the metalled portion of the work 8 feet wide, with the best material obtainable in the several cuttings. This we consider will more than compensate for the slight deficiency of metal.

3rd. If it should be the intention of the Trustees to put a toll on the Causeway, we would be willing to collect it, and pay the Trustees £30 for the ensuing twelve months.

Hoping that the Trustees will take these matters into their favourable consideration, and let us know the result,

We have, &c.,
(Signed) OLDHAM & HELMER.

The Hon. the Chairman Sorell Causeway Trust.

Sorell Causeway Trust, Board Room, 15th July, 1873.

SIR,

I HAVE the honor, by direction of the Chairman, to request your attendance at a meeting of the Sorell Causeway Trustees, to be held at 11 a.m. on Friday next, to consider certain proposals which have been made by the Sorell Causeway Contractors.

I have, &c.,
(Signed) E. J. ABBOTT,
Secretary.

The Hon. the Minister of Lands and Works.

Board Room, 21st July, 1873.

SIR,

I HAVE the honor to request that you will furnish a Return particularising those portions of the Sorell Causeway Works which the Contractors have failed to execute in accordance with the terms and conditions of Contract, and what deductions you would consider reasonable.

I have, &c.,
(Signed) J. M. WILSON.

The Hon. the Minister of Lands and Works.

Lands and Works Office, Hobart Town, 1st August, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter, dated 21st ultimo, requesting me to furnish a Return particularising those portions of the Sorell Causeway Works which the Contractors have failed to execute in accordance with the terms and conditions of Contract, also what deductions should be made for the same.

In reply I now beg to forward for the information of the Trustees, as set forth in the enclosed report of my officer, the Superintendent of Public Works, South side, a list of those works still required and necessary to be carried out for the stability and efficiency of the Causeway, and which must be performed by the Contractors before the matters of their Contract can be settled.

Also a List of deductions which should be made from the Contract sum for works not in accordance with the plans and specification.

I would beg to suggest that the Contractors should at once be called upon to complete those portions of the works which have not yet been done by them and which are absolutely necessary to have performed; and in doing so would beg to point out that they are now nearly 12 months beyond their contract time, and for this delay a heavy penalty is authorised to be enforced.

I have, &c.,

(Signed) CHARLES MEREDITH, *Director of Public Works.*

Sir J. M. WILSON, *Chairman Sorell Causeway Trust.*

Lands and Works Office, 30th July, 1873.

SIR,

AFTER visiting the Works at the Sorell Causeway on the 29th instant, I find the Contractors have made but little progress since my former inspection some 6 weeks back, and with the few men I saw employed are not likely to be completed for months to come.

The Clerk of Works' Reports of 25th and 29th July fully set forth what works have since been done and those untouched.

The following is a List of those required for the utility and stability of the Works.

- 1st.—Cutting A. to B.—Surplus stuff at top of cutting to be removed to lighten banks and prevent slips.
- 2nd.—Embankment B. to C.—North side of this embankment requires completing in accordance with plan and specification.
- 3rd.—Bridging C. to F.—Seven new planks are required to replace defective ones, bolts require screwing up, and bolts and spikes throughout driven home.
- 4th.—Embankment F. to G.—Parts of fencing require raising and putting upright.
- 5th.—Roadway across Medway Point G. to H.—The earth and clay in cuttings require taking back 1 to 1 as described in specification.
- 6th.—Catch drains require cutting as provided for in specification.
- 7th.—Bridging J. to K.—Clay requires removing, and bolts and spikes require hardening up.
- 8th.—L. to M.—Clay requires removing, and six sound planks substituted for defective ones; spikes and bolts hardened up.
- 9th.—The whole of the slopes at the junctions of timber bridging require to be finished as described in Clause 45 in specification.
- 10th.—Metalling generally.—All hollows and depressed portions require filling up to the form shown on drawing, and the whole of the metal requires breaking over so that no stone larger than 2 inches can be seen.

The metal will not want blinding when this work is done, and as the Contractors have to maintain the works for 12 months, the metal will then be sufficiently set if properly attended to.

LIST of deductions which should be made for Works not in accordance with Plans and Specification.

	£	s.	d.
Items No. 1 and 9 in my Report of 20th June.—55 chains of side drains, not cut the depth shown or specified, at 5s., found not necessary to have carried out as specified	13	15	0
Slopes of embankments throughout not carried out with stone the quality described, or of sizes shown, or the required form; say, 20,000 yards sup., at 6d.	500	0	0
(This would be difficult now to complete as it should have been done.)			
686 yards cube of metal on road less than specified, at 5s. 6d.	188	13	0
Found not necessary to have carried out as specified.—Bridging E. to F., beams and bolts not used,—			
18 beams 32 feet, 14 × 8—5376 feet sup.			
36 corbels 5 feet, 14 × 8—1680 „			
7056 feet sup., at 10s.	35	5	0
250 lbs. of iron bolts, at 3½d.	3	13	0
Labour in beams and corbels	14	10	0
36 rods of fencing not required, at 5s.	9	0	0
	764	16	0
Allow for extra braces and bolts used,—16 braces at 12s. 6d. each	10	0	0
763 lbs. of bolts, at 3½d.	11	2	6
	21	2	6
	£743	13	6

(Seven hundred and forty-three pounds thirteen shillings and sixpence.)

In making out the foregoing report I have laboured under great disadvantage, not being aware of any of the interior portions of the works, which I fear have not been done by the Contractors as required by their agreement, and as I am led to conclude by the frequent notices sent them by the Director of Public Works and the Clerk of Works with reference to inferior materials, and also from my own opinion of the same.

My statement of deductions therefore are such as, from my position in this matter, and from the works as I now can examine them, I consider should be made.

I am, &c.,

W. H. CHEVERTON, *Overseer of Works.*

The Director of Public Works.

Lands and Works Office, 4th August, 1873.

SIR,

I HAVE the honor to remind you that all that can be done by this Department with reference to the works at the Sorell Causeway under Messrs. Oldham and Helmer's contract has been attended to, and the matter now entirely rests with the Trustees; and under the peculiar circumstances of the case it is most desirable that there should be no delay in the action of the Trust.

I have, &c.,

(Signed) CHARLES MEREDITH,

Minister of Lands and Works and Director of Public Works.

*Sir J. M. WILSON,
Chairman Sorell Causeway Trust.*

Board Room, 9th August, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your predecessor's letter of the 1st instant, forwarding for the information of the Trustees of the Sorell Causeway a list of those works still required to be carried out, and also a list of deductions which should be made from the contract sum for works not in accordance with the plans and specifications.

As regards the works, the completion of which your predecessor states to be necessary for the stability and efficiency of the Causeway, I have to request that you will instruct the Contractors to forthwith carry them to a conclusion, when the deductions you name shall be duly considered, and the works taken over subject to the conditions set forth in Clause 6 of the Specification.

I have, &c.,

(Signed) J. M. WILSON,

Chairman Sorell Causeway Trust.

*The Hon. WM. MOORE, M.H.A.,
Director of Public Works.*

Sorell Causeway, 14th August, 1873.

SIR,

HAVING seen a report of the Overseer of Works on the Sorell Causeway, in which are enumerated a list of deductions that should be made in our Contract, we find an item thus,—

Slopes of embankments throughout not carried out with stone the quality described, or of sizes shown, or the required form, say 20,000 yards superficial, at 6d., £500.

We are at a loss to understand the meaning of this item. The embankments are supposed to be made of material out of the cuttings which will speak for themselves, that at the Bluff being all rock, the embankment, therefore, is composed of the same material; the only other one we have made is the one near Sorell shore, which will also speak for itself, there being only about 18 inches of water at high tide, and quite bare at low tide. In reference to the form they are the full size, the base pegs being generally put in in the presence of the Clerk of Works.

All the embankments were carried out under the supervision and direction of the Director of Public Works and to his satisfaction, of which we have certificates to show.

On the 14th September, 1872, about eleven months ago, we received a report from the office showing a detailed account of all the works then remaining to be done, and the value thereof according to schedule supplied; a copy of this report is herewith annexed.

By this report you will see that there is no mention made of new embankments which were at that time finished and considered so, the only item put down is,—

Forming roads, repairing old embankments, sloping back cuttings, and curbing, £185.

These items have all since been completed, and we have never received an instalment but on the certificates of both the Director of Public Works and the Clerk of Works, according to a Clause in the Specification, which states:—"No advance of money will be made unless on the certificate of the Director of Public Works stating that the work has been performed in a satisfactory manner and in conformity with the true intent and meaning of the conditions, specification, and contract."

Now these certificates were given by the Director of Public Works in conformity with that clause that the work had been performed in a satisfactory manner and in conformity with the true intent and meaning of the conditions, specification, and contract; how is it then that all this work as above stated requires to be done or is not done? We do feel therefore greatly surprised, and naturally so, that after having laboured hard for three years and under great difficulties, and when the work was considered finished, that such an assertion should be made.

Contractors under these circumstances would be placed in this unenviable position, that, after having their work certified to from time to time as properly done, they might at the finish have all their work condemned, which we believe is not the intention or desire of your honorable Trust.

We feel however sure that the Trust will give us that justice which is due to us.

We have, &c.,

(Signed) OLDHAM & HELMER.

The Hon. the Chairman Sorell Causeway Trust.

P.S.—According to the above statement the whole of the earthworks of every description 11 months ago amounted to £185, now all this has been done it amounts to above £500.

O. & H.

SORELL CAUSEWAY CONTRACT, 14TH SEPTEMBER, 1872.

Works remaining yet to be done.

	£	s.	d.
Platform fencing C to D.....	11	15	0
Tar.....	102	0	0
Drains.....	24	0	0
Fencing, embankments, C, 8s. (301 rods).....	120	8	0
Metalling, 4805 cubic yards, at 6s.....	1441	10	0
Forming roads, repairing old embankments, sloping back cuttings, and curbing.....	185	0	0
	£1884	13	0
22 instalments.....	11,000	0	0
To credit of Contractors 14th September.....	343	17	0
	£13,228	10	0

Work done since last Instalment, 14th August, 1872.

Embankment fence, at 8s.....	61	12	0
Post planks put in.....	10	3	9
Embankment B to C (Bluff).....	30	0	0
Fencing on timber bridging at C to D.....	38	5	0
Forming roads, making good old embankments, sloping cutting, &c. say..	200	0	0
Balance to credit after last instalment, 13th August, 1872.....	3	16	8
Say.....	£343	17	5

(Signed) W. H. GLOVER.

FORWARDED for the information of the Director of Public Works.

J. M. WILSON.
15th Aug., 1873.

Sorell Causeway 26th August, 1873.

SIR,

WE have the honor to inform you that the items stated to be done at the Sorell Causeway are now completed, and the work is ready to be thrown open to traffic.

We have the honor to be,

Sir,

Your obedient Servants,

(Signed) OLDHAM & HELMER.

The Hon. the Minister of Lands and Works.

Lands and Works Office, Hobart Town, 22nd September, 1873.

SIR,

I HAVE the honor to inform you that, having received a letter from Messrs. Oldam and Helmer, under date the 26th of August last, stating that the items "required to be done at the Sorell Causeway are now completed, and the work is ready to be thrown open for traffic," I notified them that I would in a few days have the same inspected, and communicate the result thereof.

As nearly the whole of this contract had been carried out under the supervision of Mr. Francis Butler, I requested that gentleman to furnish me with a full report on the same, in order that I might be aware of his action in connection therewith.

In addition to a careful perusal of this report, and that supplied by Mr. Cheverton, I personally inspected the Causeway on the 16th instant; and now beg to state, for the information of the Trustees, that I find the works *are not yet completed*. The slopes of the embankments in many places are not finished in the manner indicated by the cross sections on the plans, as, firstly, the stones are not sufficiently large to resist the action of the water for any length of time; and, secondly, the slopes are not carried out straight or slightly convex as shown by the plans, but are left in a hollow, irregular, and unfinished state. This is a serious matter, as it will more or less militate against the stability and permanency of the work. The metal on roadway is also deficient in quantity and excessive in size. For these items, and other portions of the works not done, I consider deductions to the extent of £700 should be made.

As it is not likely that the works will be thoroughly finished by the Contractors in accordance with the plans and specification for some time to come, and as it is very desirable to have the Causeway opened for traffic, I recommend that an offer be made Messrs. Oldham and Helmer to close the contract by making the deduction before mentioned, with the sum of £300 which is included in the agreement for maintaining the works 12 months beyond the date of completion, or a total of, say, one thousand pounds (£1000). I do not think it would be wise, provided the Contractors consent to the deduction of £700, to allow the matter of "maintenance" to be performed by them; for I am of opinion it would be difficult to determine at the expiration of the 12 months whether this work had been done in the manner or to the extent it should have been, as the present unfinished condition of the Causeway, if thus taken off the Contractors' hands, would make it hard to arrive at what should be required under this part of the contract. The better course, therefore, I consider, is to settle up entirely with the Contractors, and the Trustees could then make their own arrangements for this work.

Should the Contractors, however, object to this settlement, I would recommend that the penalty of £20 per week for all the delay beyond the contract time be enforced, and that they be notified accordingly; also that they be called upon to complete the works yet unfinished, and render up the same in terms of contract.

I have the honor to be,

Sir,

Your very obedient Servant,

WM. MOORE, *Minister of Lands and Works,
and Director of Public Works.*

Sir J. M. WILSON, Chairman Sorell Causeway Trust.

SORELL CAUSEWAY.

ADDITIONAL CORRESPONDENCE.

Board Room, 25th September, 1873.

GENTLEMEN,

THE Director of Public Works having been notified by you on the 26th ultimo that the items "required to be done at the Sorell Causeway are now completed, and the work is ready to be thrown open for traffic," has acquainted the Trustees that he has inspected the work, and has furnished them with his Report thereon in terms of the Contract.

The Director of Public Works reports that "the works are not yet completed."

1. That "the slopes of the embankments in many places are not finished in the manner indicated by the cross sections on the plans; as, firstly, the stones are not sufficiently large to resist the action of the water for any length of time; and, secondly, the slopes are not carried out straight or slightly convex, as shown by the plans, but are left in a hollow, irregular, and unfinished state."

2. That "the metal on the roadway is deficient in quantity and excessive in size."

The Director of Public Works further acquaints the Trustees that the deficiency of construction under the first head "is a serious matter, as it will, more or less, militate against the stability and permanency of the work;" and advises the Trustees that "for these items and other portions of the works not done deductions should be made to the extent of £700."

The Trustees have carefully considered this Report, and I have now to acquaint you that they deem it their duty to call upon you to submit to a deduction of £700 from the moneys available for payments under the Contract.

The Trustees are prepared at the same time to relieve you from the obligation imposed on you by the Contract to maintain the works beyond the date of completion, deducting a further sum of £300 included in the Agreement for such maintenance.

On receiving from you an intimation in writing of your acquiescence on this proposal for closing the Contract, the Trustees will be ready to hand over to you the balance of moneys claimed as due under your Contract, less the sum of £1000 to be deducted as specified in this letter, and to take over the Causeway at once as completed.

You must clearly understand that the proposals contained herein are made without prejudice to the right of the Trustees to enforce the provisions of your Contract in the event of your not accepting such proposals.

I have, &c.,

(Signed) J. M. WILSON, *Chairman Sorell Causeway Trustees.*

*Messrs. OLDHAM & HELMER, Contractors,
Sorell Causeway.*

Sorell Causeway, 27th September, 1873.

SIR,

WE have the honor to acknowledge the receipt of your letter of the 25th instant, asking for an early reply thereof.

In your letter you state that the Director of Public Works reports that "the slopes of embankments in many places are not finished in the manner indicated by the cross sections on plans; as, firstly, the stones are not sufficiently large to resist the action of the water for any length of time; and, secondly, the slopes are not carried out straight or slightly convex, as shown by the plans, but are left in a hollow, irregular, and unfinished state."

2nd. "That the metal on the roadway is deficient in quantity and excessive in size."

Further, that the Director of Public Works advises the Trustees that for these items deductions should be made to the extent of £700.

In reference to these items we beg respectfully to call your attention to the following facts; viz.—That in September last year the Director of Public Works informed us, and we believe his report of that date will bear us out, that “the embankments at the Bluff and Sorell side were finished to his satisfaction, and in conformity with the true intent and meaning of the specification, conditions, and contract;” and we received a certificate to that effect. We were furnished at the same time with a detailed account of the work remaining undone, as follows:—

	£	s.	d.
Platform fencing	11	15	0
Tar	102	0	0
Drains	24	0	0
Fencing embankments	120	8	0
Metalling, 4805 c. yards, at 6s.	1441	10	0
Forming roads, repairing old embankment, sloping back cuttings, and curbing	185	0	0
TOTAL.....	£1884	13	0

This statement was very carefully prepared, and there is nothing in it in reference to slopes of new embankments not being finished. Had there been anything of the kind, it would have been very little trouble at the time to have done it whilst we had the wagons running.

Again on the 8th May, 1873, we received from the Director of Public Works a copy of Mr. Butler's report on the work, and in this report there is again nothing in reference to slopes of embankments, and we never heard any complaints about it, although those embankments have been finished 14 months.

We feel sure the Director of Public Works would not have given the certificates he has if the work had not been carried out to his satisfaction,—as in several instances he refused it, once when a pile was split, and another time when a beam was short. If, therefore, up to last May the embankments were good, we are at a loss to understand why they are not so now.

Taking into consideration the severe weather in 1872, when other works of a like nature suffered severely—for instance, the Launceston and Western Railway—our work stood the test well, and we are not afraid of its stability. If the embankments have consolidated a little it shows the soundness of the work, otherwise the sides would have bulged out, and the crown would have sunk.

In reference to the metal, we can prove by our books that the quantity of metal was carted and broken on the works; but if, after breaking it over three times, and the traffic on it, there appears to be a deficiency, we are obliged to submit to a deduction on that account; but we fail to see how the Director of Public Works can reconcile the large amount of deductions in reference to embankments with his previous reports and certificates.

We hope, therefore, that the Trustees will take these matters into their favourable consideration. We have carefully measured the depressions of the slopes pointed out by the Director of Public Works last week, and allowing amply for everything these would not amount to 400 square yards—at 2s. 3d. per yard would be £50; and we consider that a total deduction, including maintenance, of £450 would be ample, and more than sufficient to cover any little defects.

With a desire that this matter may be amicably arranged,

We have, &c.,

(Signed)

OLDHAM & HELMER.

The Hon. the Chairman Sorell Causeway Trust.

P.S.—If our proposition should not meet the approbation of the Trustees, we are willing to maintain the works for the 12 months, allow the deduction in the metalling, and do the other work that is necessary at once, if pointed out.

OLDHAM & HELMER.

FORWARDED to the Director of Public Works for his perusal and information, with a request that he will favour the Trustees with his observations and opinion on the statements and proposals of the Contractors.

J. M. WILSON.
30 Sept. 1873.

PERUSED and returned. I have no other observations to make in this matter than those contained in my Report of the 22nd ultimo, which gives *my opinion* of the works as performed by the Contractors, and also my *recommendation* as to what I consider the best course for the Trustees to adopt under the circumstances.

WM. MOORE, *D.P.W.*
6. 10. 73.

Hobart Town, 30th September, 1873.

SIR,

IN reference to the slopes of embankments, we forgot to mention in our letter of the 27th inst. that, although we have not seen Mr. Butler's last Report, he told Mr. Oldham, who was with him during the inspection, that he could not see anything the matter with the embankments except a few depressions, which might be easily remedied.

We have, &c.,

(Signed) OLDHAM & HELMER.

The Hon. the Chairman Sorell Causeway Trust.

Sorell Causeway, 7th October, 1873.

SIR,

WE have the honor to lay before you a copy of a Report prepared by the Clerk of the Works, showing the quantities required to bring the slopes to the specified form. The value of such work is provided for in the sum of £300 for maintenance.

We have no fear for the solidity of the embankments: the cuttings show of what material they are made; and the base line proves that, although the slopes have flattened, the work has only become more consolidated. It would be impossible to put a clay or earth embankment in a tideway such as this. We beg to call your attention to the fact that the water has had full play upon those embankments during their entire formation. Sometimes the sea would break entirely over portions of them for hours together without doing any material injury,—proving the soundness of the work,—a fact well known to the Clerk of the Works. We desire to say, we are quite willing to maintain the Works for 12 months, as per Contract, and leave the sum of £200 as additional security for its fulfilment,—making £1000 sterling altogether. Trusting this proposition will prove to your honorable Board that we have no desire to evade the terms of our Contract,

We have, &c.,

(Signed) OLDHAM & HELMER.

Sir J. M. WILSON, Chairman to the Sorell Causeway Trust.

(Copy.)

Sorell Causeway Works, 7th October, 1873.

SIR,

I HAVE the honor to report that, having been this day requested by the Contractors of the Sorell Causeway to ascertain and specify for your information the quantity of material which is required to fill up the slopes of the various embankments in the work, to bring them to the form shown on the drawings,—the deficiencies being owing principally to subsidence and disarrangement since their construction,—I have carefully examined the same, and estimated the quantity as follows; namely,—

Embankments M to N, K to L, H to I, and F to G—314 cubic yards

Ditto, Bluff, B to C—280 cubic yards

594 cubic yards

This calculation is irrespective of the question of covering the slopes of the high Embankment H to I with stone, as contemplated by Mr. Cheverton, but objected to by the Contractors as not being included in their Contract,—the said objection having been acquiesced in by the former Director of Public Works, Mr. Butler. If this were included it would increase the deficiency by nearly 2000 cubic yards.

The deficiencies in the embankments were alluded to generally in my Report to the Director of Public Works, dated 4th June last, though the quantities were not therein detailed.

I have, &c.

(Signed) W. H. GLOVER.

The Hon. Minister Lands and Works

Lands and Works Office, Hobart Town, 11th October, 1873.

SIR,

I BEG to acknowledge the receipt of your letter of the 7th instant, supplying me, at the request of the Contractors for the Sorell Causeway, with certain information as to the quantity of material required to fill up the slopes of the embankments.

In reply I beg to state the course you have adopted in this instance is a most objectionable one, and one that I cannot understand considering your position as an officer of the Trustees.

As, however, you have taken the step herein referred to, I would request, through the Trustees, that you will be good enough to answer the following questions, irrespective of any opinions which may have been given by Mr. Butler or Mr. Cheverton, with which I apprehend you have nothing to do.

1st. Whether the slopes and embankments are finished in accordance with plans and specification, and with stones of the quality specified and size represented on the sectional drawings? If not,—

2nd. What quantity of stone would be required to fill up the slopes of the various embankments accordingly? And—

3rd. What would be the cost of completing the embankments in accordance with specification and sectional drawings?

I am, &c.,

(Signed) WM. MOORE, *Minister of Lands and Works,
and Director of Public Works.*

W. H. GLOVER, *Esq., Sorell.*

FORWARDED through the Trustees.

WM. MOORE.
11. 10. 73.

FORWARDED to Mr. Glover, who is requested to furnish the information required by the Honorable Mr. Moore.

J. M. WILSON.
13. 10. 73.

Sorell Causeway, 15th October, 1873.

SIR,

HAVING this day received a letter from the Honorable the Minister of Lands and Works, (Director of Public Works), through you as Chairman of the Sorell Causeway Trustees, and having replied thereto, I now do myself the honor to forward for your information a copy of my said reply.

I have, &c.,

(Signed) W. H. GLOVER, *Clerk of Works, Sorell Causeway.*

*The Hon. Sir J. M. WILSON, Knt., M.L.C.,
Chairman Sorell Causeway Trustees.*

Sorell Causeway, 15th October, 1873.

SIR,

I HAVE the honor to acknowledge the receipt, this day, through the Chairman of the Trustees of the Sorell Causeway, of your letter of the 11th instant, informing me that my having supplied you, at the request of the Contractors, with certain information as to the quantities of material required to fill up the slopes of embankments was a most objectionable course on my part, as an officer of the Trustees; and requiring from me answers to the queries hereafter stated.

On thus becoming aware of your disapproval of my proceeding alluded to, I hasten to express my extreme regret that I should so have fallen into a misapprehension of my duty. But being in ignorance as to any official reports on the works, and supposing that the Contractors could demand at my hands, as they did, a detail of the work to be done in forcing, subject to your decision, with a view to completing the terms of the contract, I complied with their demand.

The questions now presented to me for answers are—

1st. "Whether the slopes and embankments are finished in accordance with the plans and specification, and with stones of the quality specified and size represented on the sectional drawings?"

I reply—The slopes of embankments are *not* in a finished state in accordance with the plans, &c.

The stones, generally, are *not* of the size shown on the drawing; but they are as nearly as practicable of the quality indicated in specification.

2nd. "What quantity of stone would be required to fill up the slopes of the various embankments accordingly?"

Reply—I estimate the quantity of stone required at 594 cubic yards. As to whether 1888 cubic yards more are required, depends upon the construction to be put upon Clauses 74 and 77 of the specification, as to embankments constructed in former contracts; which clauses are somewhat inexplicit.

3rd. "What would be the cost of completing the embankments in accordance with the specification and sectional drawings?"

Reply—The cost of completion of embankments would be about Three shillings and sixpence (3s. 6d.) a cubic yard. The arrangements for conveyance of material for the general forcing having now been broken up, and the roadway covered with coarse "metal," would entail this extra cost of Sixpence per cubic yard for cartage. The total cost, therefore, of completion would be £103 9s., or, according to construction to be put upon clauses 74 and 77 of specification, £434 7s.

With reference to my answer to query No. 1, I must beg to remark that, when constructed, these banks, with the exception of "B. to C.," were completed to the dimensions shown, but the slopes have since somewhat subsided, and become more or less disarranged by wave action, &c.

With reference to my answer to question No. 2, I beg leave to state that, if stones were now added of the size shown in the drawings, the banks would be increased beyond the dimensions shown; I have only, therefore, estimated for material necessary to fill them up to the specified form. Further, the performance of my duty was entirely governed by instructions from the then Director of Public Works; and the instruction I received as to the old embankments of a former contract was, that the Contractors were not to be required to remove any material from such banks with a view to replacing the same with stone, but simply that any additions required in "trimming" were to be of stone, and this was accordingly acted upon. I deem these remarks due to the vindication of my performance of my duty in the supervision of the Contract.

As it appears that I have inadvertently, and quite unintentionally on my part, brought myself into the discussion of items, and values of same, to be charged against the Contractors, I most respectfully beg to add, to the foregoing answers required of me, the remaining or complementary part of my estimate of defective works in the Contract; as annexed.

I have, &c.,

(Signed) W. H. GLOVER, Clerk of the Sorell Causeway.

The Hon. W. MOORE, Esq., Minister of Lands
and Works, Director of Public Works.

MEMO. of Defective Works in Sorell Causeway Contract.

	£	s.	d.
To make good embankments, 594 cubic yards stone, at 3s. 6d.	103	19	0
Metalling, general deficiency of depth of metal, 640 cubic yards, at 6s.	192	0	0
Not broken to pass through a 3-inch ring, according to specification, (nor even through a 4-inch ring), 4160 cubic yards, at 1s.	208	0	0
Quantity further required to fill up depressions, 50 cubic yards, at 6s.	15	0	0
Surface not broken over to 2 inches, in accordance with specification (25 men required for 3 weeks).....	100	0	0
Side drains not sufficiently deepened, 59 chains, at 6s.	17	14	0
Cuttings not sloped back—			
Small cutting, 160 cubic yards, at 2s. 6d.	12	0	0
Large cutting.....	5	0	0
Timber bridging dispensed with.....	53	15	6
	£717	8	6
Or. extra 16 braces, at 12s. 6d. each	10	0	0
	£707	8	6

W. H. GLOVER.

15th October, 1873.

GENTLEMEN,

Board Room, 9th October, 1873.

I HAVE the honor to acknowledge the receipt of your letters of the 27th ultimo and 7th instant, and to acquaint you that they were this day considered by the Trustees.

In reply generally to these communications the Trustees desire to call your attention to Article 16 of the Conditions of your Contract, which provides that "no advance of money will be made or the final payment at the completion of the works unless on the certificate of the Director of Public Works, stating that the work has been performed in a satisfactory manner, and in conformity with the true intent and meaning of the Conditions, Specification, and Contract."

The Trustees are ready to make "the final payment" on the production of such Certificate.

In the meantime the terms offered without prejudice in my last letter are still open to you.

But the Trustees wish you to understand, that unless those terms of settlement are accepted immediately, the Director of Public Works will feel it to be his duty to enforce the penalty of £20 per week for all the delay beyond the contract time for the completion of the Works, by deducting the same from the balance of the money payable in the event of the due fulfilment of your Contract.

I have, &c.,

(Signed) J. M. WILSON, *Chairman Sorell Causeway Trustees.*

*Messrs. OLDHAM & HELMER, Contractors,
Sorell Causeway.*

SIR,

Sorell Causeway Works, October 17th, 1873.

WE have the honor to acknowledge the receipt of your letter of the 9th instant, requesting us to accept the terms of settlement offered by the Trustees.

By these terms we are to submit to a deduction of £1000 from our Contract price, which sum we consider greatly in excess in accordance with the actual facts.

We beg respectfully to call your attention to the different reports furnished, and trust that the Trustees will carefully consider them, as they disclose such a difference of opinion.

Firstly—The Report of the Overseer of Works shows an item for deduction of 20,000 yards superficial of slopes of embankments, at 6d. = £500.

Secondly—The late Director of Public Works, Mr. Butler, puts this item down as very trifling, and makes no deduction for it, considering it no doubt to come under the item of maintenance, for which there is £300 allowed.

Thirdly—The Clerk of Works, Mr. Glover, reports that he "carefully measured and examined the slopes of embankments, and the total deficiency to bring the slopes up to the form shown on drawings arising through subsidence since their construction amounts to 594 cubic yards," or at our Contract price, at 2s. 3d. per yard = £66 16s. 6d.

Thus showing a difference in one item of above £400.

Mr. Glover's measurement, we are convinced, is correct, rather in excess if anything, as he measured all the places carefully, allowing ample.

The Overseer of Works' measurement of 20,000 yards superficial is no measurement at all, as earthworks are always measured by cube yards; he never measured the places where there was any subsidence, but must have taken his measurement from the plans and spreading it over the whole of the work.

We trust, therefore, that the Trustees will reconsider this matter, and look at the enormous difference of the several Reports, and to bear in mind that almost the whole work has been carried out under the supervision of Mr. Butler, who is well acquainted with the whole construction and all the details of the work.

We are quite willing to submit to a reasonable deduction for items not performed, or if the matter is left to arbitration we are also willing to pay half the expenses of a competent and disinterested engineer to examine the work and report upon it.

We would further point out to the Trustees that should there be any deduction made for subsidence of the slopes, this would lessen the item for maintenance to that amount.

We have, &c.,

(Signed) OLDHAM & HELMER.

Sir J. M. WILSON, Chairman Sorell Causeway Trust.

Board Room, 22nd October, 1873.

SIR,

I HAVE the honor to enclose herewith, for your information, a letter dated the 17th instant, addressed to me by Messrs. Oldham and Helmer.

I also attach a memo. embodying a suggestion by the Trustees for an abatement in the item of "Maintenance."

I have, &c.,

(Signed) J. M. WILSON.

The Hon. the Minister of Lands and Works.

"That the Trustees, having again had under consideration the matters in dispute between the Contractors and the Director of Public Works in reference to the non-fulfilment by the former of their Contract for the completion of the Sorell Causeway, recommend, with the view of a speedy completion of the Works in question and the opening of the Causeway for public traffic, that an abatement of £150 from the item for "Maintenance" for 12 months be allowed to the Contractors, provided the terms of settlement communicated in the Chairman's letter to Messrs. Oldham & Helmer be at once agreed to by them."

Lands and Works Office, Hobart Town, 23rd October, 1873.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 22nd instant, enclosing for my information a communication dated the 17th instant, addressed to you by Messrs. Oldham and Helmer; also copy of a Resolution of the Trustees, dated 20th instant, embodying a suggestion for an abatement from the amount of deductions in the matter of the Sorell Causeway Contract of £150 in the item of maintenance.

In reply I beg to state that, in consideration of portion of the work of maintenance having been done,—viz., one coat of tar on the timber bridging; and as the Contractors agree to leave certain metal now on the work for the repair of the road,—I consent to the Contract being settled in accordance with the suggestion and recommendation of the Trustees.

I have, &c.,

(Signed) WM. MOORE, *Minister of Lands and Works,
and Director of Public Works.*

Sir J. M. WILSON, Chairman Sorell Causeway Trust.