

THE DEEP-WATER QUAY CONTRACT, CORK.

IN reference to these works, the letter of Messrs. H. and J. Martin was read at the meeting of the Harbour Board on the 1st instant. The contractors thought it would, be well to have a "strike clause" inserted in the agreement, as, when the workmen knew this, it was said they were more easily dealt with. The contractors also desired the insertion of an arbitration clause, as they never signed a contract without it.

During the discussion Mr. Scott said he believed that on former occasions the strike clause had been inserted in the contracts accepted by the board; it was important that the board should give their protection of those clauses to the present contractors, and they should recollect that the difference between Messrs. Martin's contract and the next one to it was something like £3,000. He hoped the board would do nothing to interfere with the original contractors. He would much prefer an arbitration clause to an expensive law suit. The only thing he regretted was that the clauses now sought were not in the original specification.

Mr. Dunn said if they did this they would be acting very unfairly to local contractors; and the board would be called a lot of jobbers.

The Chairman (Mr. D. N. Murphy) said he had the specification and tender of Messrs. Martin before him, and they would probably assist the board in arriving at a proper conclusion. The first clause of the specification was substantially an arbitration one, and set forth that "if any doubt, dispute, or difference of opinion shall arise as to the quality of working materials, mode of executing work, &c., such dispute or difference of opinion shall be referred to be decided by the commissioners' engineer, whose decision and award shall be final and conclusive for both parties." He thought it would be very wrong to refer the decision of the working to anyone but the engineer, and any arbitration clause would be more or less similar to this. As regards the strike clause, he supposed it meant extension time on account of strikes, and he would read another clause of the specification which referred to this: "The engineer shall have power, when, in his opinion, reasonable and sufficient ground's exist, and when so doing, with the consent of the Harbour Commissioners, to extend time for completing the works." With reference to Mr. Cantillon's remarks, this showed that the board had absolute power to extend the time if reasonable and just cause could be shown, and he considered a strike would be reasonable cause for extension. In the Messrs. Martin's contract they proposed to do the work for the amount stated in their contract in accordance with the plans, &c., of the board.

Mr. Nagle said the clauses left the contractor completely at the equity of the Board if they wished to exercise it on his behalf if they were, in his opinion, different from the clauses asked for by the contractor.

Mr. Banks—It would be treating the local contractors badly if they altered the specification.

Mr. Honan proposed that the board direct their secretary to write to the contractors to call attention to the two clauses in the specification read by the chairman.

Mr. Kennedy thought the application should first be met with a refusal, and then they would explain their refusal was founded on the two clauses. He proposed a resolution to that effect.

Mr. Honan seconded the resolution, and it was carried.

At a subsequent meeting of the Harbour Board, held on the 8th inst., a letter was received from the Messrs. Martin stating their willingness to accept the agreement and specification without the "strike clause," which they at first thought necessary, as they had full confidence that the engineer, Mr. Harry, would do all that was right and fair. The board considered the letter satisfactory.