

## CLAIM FOR EXTRA WORK IN BUILDING A BRIDGE.

AT the recent Presentment Sessions for the Barony of Kinsale, an application was made by the Messrs. J. O. and C. E. Brettell for £2,658 1s. 6d., to compensate them for extra work done over and above their contract in building the Western Bridge over Bandon river.

Counsel for applicants stated that his clients were the contractors for the building of the bridge, and they had incurred expense, and had gone to an amount of trouble and delay not contemplated in the specification. They had executed a quantity of extra work during the time at the suggestion of Mr. Kirkby, County Surveyor. They claimed £500 for extra work and material; and they claimed £4 per week, the salary of the Clerk of Works, during the extra time which they were employed in bringing the work to a conclusion. The period set down for the completion of the work originally was three years, and it took four years, which was all the fault, not of the contractors, but of the Grand Jury. The remainder of the claim was made up of the cost of sinking a number of piles. In the specification it was contemplated that the average to which it would be necessary to sink those piles would be from 35 ft. to 65 ft. When the work was commenced it was discovered that a proper foundation could not be obtained at that depth, and they had to bore from 38 ft. to 91 ft., making an average of 64 ft. as against an average of 50 ft. This work necessitated an expenditure of £2,500 extra. The Messrs. Brettell actually spent on this bridge £19,326, whereas their contract was only £17,230. Mr. Kirkby's original estimate was £20,000, and that sum was actually presented for and passed by the sessions. He would ask Mr. Kirkby if the works which he had mentioned, and which were set out in detail in a statement which he had read, were executed. Mr. Kirkby—The measurements given were quite accurate.

Were these extra works contemplated by you in your specification?—Yes.

Fully contemplated?—Yes.

Do I understand you to say there was no "additional works" executed at all?—Not according to my interpretation of the specification and drawings.

Even for the additional sum presented for, wouldn't it be the cheapest bridge ever constructed?—I am inclined to say yes.

Counsel then read from the specification, "The piles to be sunk as deep as the engineer may think necessary. The contractor must take the risk of cutting them deeper; the contractor to include in his tender all contingencies and costs of any deviation from the dimensions, contraction, &c., which may arise, and which the engineer may deem necessary to alter." The difference in the work done and that specified in the contract was an alteration of a "fundamental character," as described in the specification, and upon that ground he asked for a presentment for the amount mentioned. He would ask Mr. Kirkby if the bridge was not constructed in the very best manner?—Yes; I have the greatest pleasure in saying that I never had work done better, and it is a work that does great credit to the contractors.

Was not your estimate £20,000?—That is so, and the contract price was £1,260 less than the estimate.

Mr. Prendergast (a cesspayer)—I wonder if the contractors had the work done less by the sum for which they now apply, would they refund that amount of money to the ratepayers? I say that when a man makes a contract he has a right to carry it out, and stand by it.

Mr. Kirkby—Yes; it is on that broad ground I go now.

Mr. Babington—Is it not a fact, Mr. Kirkby, that the piles had to be driven to an average depth of 64 ft., whereas you contemplated only 50 ft.?—There is no question at all that they had to go deeper than I expected. Mr. Brettell never hesitated to sink them deeper when I told him he had not a sufficiently secure foundation.

Mr. R. F. Walsh—Was not the possibility of the piles having to be driven deeper than you contemplated provided for in the specification?—I am inclined to think in the strict letter of the law, that it was covered in the specification. Altogether it turned out very unfortunate.

Mr. Prendergast—We cannot entertain this application at all.

Mr. Babington—Surely, we are entitled to the extra expense of the Clerk of Works. Would not you, Mr. Kirkby, think the driving of the piles to an average of 14 ft. deeper than you contemplated an alteration of a fundamental character?—No, as there was no alteration of design.

Mr. Wm. Bleasby—Would it have been in your power to make such alteration without consulting the Road Sessions?—I don't think it would.

Mr. Babington—Is it not a fact that Keohane got additional remuneration outside his contract for another portion of this work?—Yes; my estimate for the approaches was £1,500, but Mr. Keohane, thinking himself very clever, took it at a—

Chairman—That has nothing to do with our present business, and we had better not go into the subject.

Mr. Prendergast—We cannot go back on our contract.

Mr. Walsh—I think Mr. Brettell ought to be recompensed for any expense he was put to in regard of extra time in the building of the bridge, if the delay was not his own fault.

Mr. Bleasby said he lived near the bridge, and had an opportunity of seeing it from day to day. He frequently saw that there was no person at work at it. The delay, so far as he was aware, was not caused by extra work, but *simply by not working at all*.

Mr. Kirkby said there was no fundamental alteration of the specification, and in his opinion the best thing for Mr. Brettell to do was simply to go upon the excellence of his work, and to throw himself upon the hands of the court and the Grand Jury.

Mr. Prendergast—It is an excellent bridge, and I give them every credit for the excellence of it.

Mr. Babington—We like something better than mere credit.

Mr. Prendergast—But charity begins at home.

Mr. Kirkby (laughingly)—Perhaps a good testimonial may satisfy the Messrs. Brettell!

Chairman—Is there anyone in favour of this presentment, either as a whole or in part?

There being no response, the application was rejected.

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