

THE ANGLESEA BRIDGE CONTRACT,
CORK.

THIS contract has given rise to some just criticism, and also to protest on the part of members of the Corporation, and a number of the citizens. A special meeting of the Corporation was held on the 14th ult., for the purpose of considering the reports of the Law Agent and Mr. Fidler, C.E., engineer of the Anglesea Bridge, in reference to proceedings on the part of the Town Council against Mr. Alexander Rooney, to consider the future action to be taken in respect to the completion of the bridge. After a long discussion the open meeting was turned into a private meeting by a division, and from this the Press was excluded.

The *Cork Examiner* gives what it calls an official report of the private meeting. After the withdrawal of the reporters and public, a letter from Mr. Rooney was read, warning the Corporation against incurring any extravagant expense in completing the works, and calling upon them to advertise for tenders for that purpose. From the official report we learn that full explanations were given on all points by the clerk and Mr. Fidler, which went to show that it was absolutely necessary that if the works were to be completed within the time limited by statute, the arrangement suggested in the law agent's and engineer's reports, with the concurrence of the Stockton Forge Company, would be adopted without delay, and that Mr. Delany's tender should be accepted not only for the completion of the swing bridge, but also for the construction of the engine chamber, the approaches to the bridge, and the timber dolphins for the protection of the bridge. Mr. Delany's tender for the completion of the bridge was £890 in addition to the moneys remaining unpaid under Mr. Rooney's contract, or £1,290 in excess of the amount of Mr. Rooney's original tender. For this amount Mr. Delany agreed to bind himself to complete the work by the 1st of August, under penalties, it being understood, however, that the penalties would not be enforced in case the non-completion of the work within the limited time was occasioned by such unforeseen circumstances as the engineer would be of opinion fairly exonerated him. Mr. Delany also made it a condition of his undertaking the completion of the bridge, that he should also be declared contractor of the works included in contract No. 4, namely—the engine chambers, approaches, and dolphins, his tender for which amounts to £2,627, a sum which the engineer pronounced fair and reasonable. These subsidiary works, it was pointed out, would have to be proceeded with simultaneously with the bridge works proper, there being no time to spare in reference to them, and more especially as the entrusting of them to a separate contractor would expose the Corporation to the danger of having the whole project retarded beyond the statutory time. It was stated that in the event of the works not being completed within the limited time, they would have to lie in their unfinished state for nearly two years before Parliamentary powers could be obtained to complete them.

We further learn from the official report that for the purpose of enabling the works to be proceeded with at once, the engineer was authorised to enter into provisional arrangement with Mr. Delany, pending the final execution of the contract, by which the labour and materials for the immediate execution of the works would be provided by the latter, according to a scale of prices approved by the engineer, the charges would merge in the contract when executed. A sum of £100 was voted to the law agent on account of the costs in the case of the Corporation v. Rooney. The Mayor, it is stated, pointed out that in every step they had taken they were fortified by the law agent, whose opinion was supported by that of an eminent counsel.

The following is Mr. Rooney's letter, omitting various details with which it is accompanied :—

Anglesea Bridge Contract, No. 2.

To the Corporation of Cork.

"Gentlemen,—The Vice-Chancellor having required the Corporation, on the decision of the application for the injunction, to give an undertaking to be responsible for all damages which may be sustained by me by the granting of the injunction, to be ascertained on the final hearing of the cause, when my counsel will have an opportunity of cross-examining the witnesses who made affidavits, against me, and as the court stated a strict account must be given of expenditure on the completion of the works, I beg to place before you the exact works to be completed, and the prices for same as per bill of quantities taken by the engineer, which were examined by the several engineers engaged, and reported to be fair and reasonable. I give the figures at foot. The total amount is £3,620 9s 2d., against which I have upon the works material ready for use amounting to £1,923 18s 8d., as the amount necessary to complete the works under the contract. To prevent any mistake, I give the items at foot. After allowing for the above, the balance of the whole contract, which would be payable to me on the completion of the works, is £3,379 3s 7d. The value of my plant on the ground is £583 12s 6d. I give the particulars to you in order that you may see what will be the consequence if any extravagant expenditure be incurred in the completion of this work; and in order that I may have simple justice at your hands, I request that steps will be immediately taken to advertise for tender for completion of the work, as there are contractors in Cork ready and willing to undertake it at fair prices., ALEXANDER ROONEY."

A letter from four of the protesting minority, which appeared in the Cork papers on the 15th—Messrs. Kennedy, Nagle (Alderman), Casson, and Tracy—these members of the Corporation say :—

"While, therefore, we to-day at once acquiesced in the law agent's suggestion, that all matters in connection with the litigation with Mr. Rooney, should be discussed in private, we insisted that the giving away of a contract, aye, two contracts, should not be done in private. The giving or making of these contracts in no way trenching upon the pending suit, and hence we voted that the Press should be present for the information of the public. Finding ourselves in a minority we could not stultify ourselves by remaining to form part of a secret conclave, where thousands of public money were being dealt with. If we remained, and had the opportunity of addressing the council under the responsibility of being reported for the benefit of our constituents and the public, we should have referred to some extraordinary passages in the report which the Bridge Committee asked us to confirm. We should have given full credit to the engineers for their diligence in Dublin, and for the amount of scrivenerly work they accomplished, but we should have called attention to the paragraph in the law agent's report, 'Under the contract the Corporation must now proceed to complete the works either by their own officers or by entering into a new contract in conjunction with the engineers,' and shown that the engineers did not leave us the option of 'entering into a new contract' that they had virtually, and to all intents and purposes concluded with Mr. Delaney, and that the council must decide on Monday next what it is they propose doing.' We would have shown that we were called together to register a foregone conclusion and arrangement of the engineers. It would have been our bounden duty to oppose and resist such dictation."

There is much more involved in the question than the relative merits of Mr. Rooney or Mr. Delany, or the alleged great injury that would result if the Corporation did not at once decide the matter in hot haste. It is greatly to be feared that the whole affair was a foregone conclusion; and the private proceedings give it a complexion that cannot be washed out. The Corporation, if they have got themselves out of a difficulty (of which we have our doubts), have not got themselves out of it creditably.

[Taken from *Irish Builder*, Vol. XXIII, 1881, p.100]