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Cromwell,
November 26, 1878.

To the Chairman and Councillors
Vincent County Council.

Gentlemen: —

Seeing by the published reports of the proceedings of the last Meeting of the Vincent County Council that the report of the County Engineer on the Rocky Point Bridge, wherein he recommended that the penalty for not completing the work within contract time (£218) should be enforced was only received, and concluding that the subject will again come before the Council at the Meeting to be held on the 27th instant, I beg respectfully to lay before you the following circumstances and facts respecting the said bridge, and its construction, and deferently I will ask you before arriving at any decision on the Engineer's report to give the same your every consideration. My object, Gentlemen, in this communication will not be to attempt to disprove the gist of your Engineer's report, which is undeniable, nor to raise as a set off that though the contract time was exceeded the plans and specifications were faithfully carried out, which is also undeniable, the structure itself having withstood the late floods being evidence, but it will be to prove that every exertion possible was made by me to fulfil the contract in every particular, and that it would have been so fulfilled had it not been for a series of circumstances over which I neither had or could possibly have had any control. The main difficulty I had to contend against was the elements, as almost from the date of signing the contract until its completion, nay, even up to the present time the river Clutha was in flood, or the wind raged that fiercely that it was impossible with any degree of safety to work, and even when work was able it was at but a slow rate. Another difficulty was the procuring the timber of which you must know there was nearly 150,000 feet. The only saw-millers on Lake Wanaka declining to enter into any arrangement to supply me with the required quantity within a stated time, and seeing that

time was the pure essence of the bargain I had to seek another source of supply, and to that end made arrangements with a Mr Henderson to erect a saw-mill on purpose for me. Every arrangement was made, a right to an acre of timber obtained, and everything ready to put the engine and saws in motion when they arrived on the ground, but that day most unfortunately for me and all concerned never came, as in conveying the engine across the Lake a gale was encountered, the vessel was wrecked and the engine sunk in an untold depth of water (untold I say, as diving apparatus was obtained and a man went to a depth of 200 feet in the Lake without any trace of it). This mishap completely threw me aback, but so as to get the timber I put on all the sawyers I could obtain, and gave orders for 16,000 feet to Messrs Robertson of Lake Wakatipu, and 44,000 feet from ~~Mr J. Russell~~, Lake Wanaka - these latter quantities, however, cost me £400 over and above my estimate of the cost. The next loss I sustained was by the last big flood, by which all my plant of timber, tools, horses, drays, &c., of a value, at the lowest computation, of £450. Beyond those enumerated I have sustained other losses of a heavy character, but I will not further encroach on your patience, but allow those stated to have their weight with you. I can assure you my full desire has been to give the County every satisfaction, and if I failed in the matter of time I cannot but flatter myself that in the matter of workmanship I have done my duty, and as I before said, as the loss of time was none of my own creating, and as my losses in all conscience are heavy enough already I have to hope that you will see fit not to inflict any penalty, but award me the full Contract price.

I have the honor to remain

Your obedient Servant

John Mc Cormick