

Educational (1916) Department.

Mis SERIES.

G.O. No. 740 Mis.

DATED

5-7-16

[Despatch Abstract.]

Parsing orders on the letter from the Pudukkottai Durbar complaining against the intemperate language used by the Director of Industries, Madras, in ordering a supervisor under his control to withdraw from one Bhujanga Rao a set of boring apparatus sent to him.

PAPERS PUT UP WITH CURRENT No. _____

Papers of the department to which the current belongs.

Number.	Date.	Original (=O.) or spare copy (= S.O.)	Remarks. (In this column such of the papers as have been removed for copying, printing, etc., should be marked with a cross.)	Initials of Referencer with date in token of return to Reference department.

Papers of other departments.

Department.	Number	Date.	Original (= O.) or spare copy (= S.O.)	Initials with date of (1) Referencer acknowledging returns of the paper concerned or (2) Despatcher to denote the return of the papers to the department concerned.

Political DEPARTMENT.

CURRENT NO.

0690

Registered

191

POLITICAL

Subject.

RD 64-16

Received



Complaint against the Director of Industries, Madras:-

Submitting for the orders of Government letter from the
Pudukkottai Darbar with enclosures regarding a -----

KNOTS RES	
No.	ERDO.
	7 sheets.
Spare copies	

Re. No. 303-0
16

Station Trichinopoly., Dated the 3rd April 1916. 191

From (Name) F.S. Lloyd, Esq., I.C.S.,
(Designation) Political Agent for Pudukkottai.

To The Secretary to the Government of Madras,
Political Department.

Sir,

I have the honour to forward for the orders
of Government letter from the Pudukkottai Darbar Ref. on Cur
No. 862/C of 1916 dated 27-3-16 with enclosures to the same
containing a complaint against the Director of Industries
Madras.

The Director appears to have considered it
necessary to withdraw from one Bhujanga Rao, a respectable
subject of the State, a set of boring apparatus lent to him.
Bhujanga Rao objected whereupon the Director ordered his
Supervisor by wire to withdraw the pipes immediately employ-
ing a few sturdy coolies and getting Magistrate's help if
necessary. In confirmation of the wire he directed the

Supervisor "to immediately withdraw the pipes and shift the set to the next applicant by engaging a few budmashes resorting to the Magistrate when necessary." 0050

The Darbar I think quite rightly protest against the intemperate language of the Director. If Government agree I have the honour to request that he may be called upon for an explanation and apology.

I have the honour to be,

Sir,

Your most obedient servant,

David
For Political Agent.

Exd. by
9/4/16

1,000-26-5-15.
Reference on Current Disposal No. 802 of 1916.



From



To

Sir,

303-2
16
DARBAR OFFICE,

Pudukkottai, 27-3-1916.
Recd 29-3-16

THE PUDUKKOTTAI DARBAR.

E.S. Lloyd Esquire, I. C. S.,

POLITICAL AGENT FOR PUDUKKOTTAI,

Trichinopoly.

1916/7
We have the honor to state that Bhujanga Rao, a resident in Pudukkottai, has got down a set of hand boring apparatus from the Department of Industries at Madras through their Supervisor at Tanjore to put down a boring in his farm on certain special conditions (copy of which is herein enclosed.) No sooner had the set commenced to work than the Department issued orders to convert the Special Relief Set. No. 3 which they lent and for which Bhujanga Rao bound himself to observe certain special rules, into ordinary set. No. 23 for which, it does not appear, that any special agreement was executed.

Condition No. 3 of the original agreement specifically states that if the boring has been made over 100 ft, further boring cannot be done without a deposit of Rs. 200/- as caution money against the possible loss of ^{lining} boring pipes and that if the pipes can be withdrawn, the deposit amount will be returned. The boring has reached 100 ft and the director has demanded a deposit of Rs. 200/-. It appears that Bhujanga Rao has refused on the ground that the deposit was conditioned only for the recovery of the cost of any tubes that may be lost in the operation and that the boring has to be made in future only in rock where no tubes are needed. Moreover he is not bound by the original special conditions as the

set has been subsequently changed. On this the Director of Industries at Madras has written to his Supervisor at Tanjore to remove the boring set from the works spot but ^{Rao} Bhujanga did not allow. Then the Director issued strict instructions to his Supervisor to arrange for the removal of the set at any cost even resorting to the local police or magisterial help if necessary. The directions given by the Director to his Supervisor to engage sturdy coolies in the Telegram (Copy enclosed) and a few badmashes in the order (copy enclosed) on the strength of which the Supervisor sought the Town Sub Magistrate's help appear to be inconsistent with peaceful and legal methods which any person in the State resorting for police or Magisterial help ought to have recourse to. Both the parties have applied for the Chief Magistrate's intervention and he passed an order a copy of which is herein enclosed. The Chief Magistrate submits that he should have summarily rejected the application of the Supervisor on the grave and ~~in~~ intemperate language in which the telegram and the Director's order are worded but for the fact that the Supervisor himself did not ~~not~~ act on the directions and was pressing for some order for reasonable or genuine help and that he represented to him to some extent the work of a department the estrangement of which will be a disadvantage to the State subjects in the matter of help obtained by them in boring and other industrial concerns.

Bhujanga Rao is a respectable and wellknown citizen of the Town with a great agricultural enterprise. He has already risked a large sum in the attempt to tap water for boring a well in his garden and it is very harsh for the department to try to remove the apparatus without hearing his representations and all on a sudden in the incomplete stage with the result that all the past outlay

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past outlay would be a sheer waste.

Whatever the merits of the dispute may be, we wish to protest emphatically against the intemperate language of the Director and should be ~~xxx~~ obliged if he could be informed, with the concurrence of the Government, that the assistance of our Courts and of our Police is not available for those who only resort thereto after failing to achieve their object with the aid of budmashes.

We have the honor to be,

Sir,

Yours most obedient servants,

E. Banerjee
29.3.16
For Darbar.

G.B.V/28-3-'16.

OK
28.3.16

If boring sets are required by any individual or group of individuals for long periods they may be hired at monthly rates on special terms.

2. When hired in this manner the boring sets will be absolutely at the disposal of hirers. The rate of hire included the use of the tools and the services of the maistry. The department will bear the cost of maintaining the ^{set} ~~excepting~~ the cost of such small repairs as can be made locally. The term "maintenance" covers only damage due to fair wear and tear. For extraordinary damage the hirer is liable. The ~~hirer~~ ^{casual} hirer must also bear the cost of ~~casual~~ labour required to work the set.

3. Whilst hirers will be at liberty to instruct maistries as to the work they wish to have done the maistry will continue to be under the orders of the Supervisors who will inspect the work as convenient.

4. The special rates of hire are as follows:-

One month.	...	Rs. 50/-
Three months.	...	R. 125/-
Six months.	...	R. 225/-

provided notice is given before the termination of the period of hire, the same may be extended from any shorter to any longer period on payment of the difference in hire. All payments must be made in advance.

5. No rebate of any kind will be allowed for non-working days or for delays occasioned by breakages or any other causes.
6. The boring tools will be delivered at the nearest convenient railway station and the hirer will have to carry them to site and bear all cost of transport. He will further be expected on the completion of the contract to deliver the tools at the nearest Railway station.
7. The hirer will have to sign an agreement that the set may be taken away without any explanation or right of appeal if the Director of Industries has reason to believe that boring is being done by the hirer as a speculation or that individuals are being charged by the hirer a rate in excess of that charged by Government. In this event the Director is not liable to refund any portion of the deposit.
8. The boring sets are not intended to bore more than 100 ft. in depth and if

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2.

and if this depth is exceeded the hirer must pay an advance of Rs.200/- as caution money against the possible loss of lining pipes. If the pipes can be withdrawn, the sum will be returned, and the balance, if any, refunded.

9. Before a new boring is started the value of the pipes if left in the previous bore-hole must be paid for at the rate of Rs.2/- per running foot plus Rs.6/- cost of shoe.

For the hire of relief set No.3 I agree to abide by the conditions detailed from para 1 to para 9 above.

(Sd.) E.Bhujanga Rao.,

14-9-1915.

(True Copy.)

E. Ganapati Bhat
29-3-16
For Darbar.

G.B.V/28-3-'16.

OK
28/3/16

Copy of telegram dated 10th March 1916.

From the Director of Industries Madras,

To The Supervisor, Industries, Tanjore.

Stop Pudukkottai boring withdraw pipes immediately
employing a few sturdy coolies seek Magistrate's help
when necessary Director passes Tanjore to-morrow morning.

G. Ganapathi Bhat
29.3.16
For Darbar.

G.E.V/28-3-'16.

1 9 7
Copy of Memorandum No.D.21 dated 10th March 1916
From The Director of Industries, Madras.
To The Supervisor, of Tanjore.

Reference His report No.94.T/1644 dated 9-3-'16.

Mr. Bujanga Rao of Pudukkottai is bound to remit a deposit of Rs.200/- not only in pursuance of this office circular No.163 P dated 16-3-'14 on the subject, but is doubly pledged to abide by the conditions laid down in the enclosed agreement which he has signed. It should be borne in mind that boring was permitted to be done to Mr. Bujanga Rao purely as a matter of favour and if he does not avail of it in a becoming manner, it is all the pity. Observing his present misbehaviour in neither remitting the deposit nor allowing the maistry to remove the set and thereby obstructing its further use elsewhere, the Director regrets the concession granted to him and is constrained to the necessity of the application of Para 31 of the rules. He desires that the set should be withdrawn from the works spot immediately. The Supervisor should, in confirmation of the wire of this date, immediately withdraw the pipes and shift the set to the next applicant by engaging a few badmashes and resorting to Pudukottah Magistrate's help when necessary. The agreement should be returned when done with.

G. Banapathi Saah
29-3-16

For Darbar.

G.B.V./28-3-'16.

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Copy of the Proceedings of the Chief Magistrate Pudukkottai,
Dated 13-3-'16.

Read (1) petition dated 13-3-'16 from Venkoba Rao on behalf of E.Bhujanga Rao in respect of the Police aid sought by the Supervisor of the Department of Industries, Madras, to remove certain implements etc.

(2) This office endorsement thereon.

(3) The report of the Supervisor to Town Sub Magistrate seeking Police help and for the action thereon.

(4) Heard both the Supervisor and E.Bhujanga Rao.

O r d e r .

The Supervisor of the Department of Industries Tanjore seeks Magisterial help through the Police to recover certain implements, tubes etc., connected with the boring done in the garden of - Bhujanga Rao and in his custody saying that as the boring has been made over 100 feet, further boring cannot be done without having a deposit of Rs.200/-. Bhujanga Rao contends that as the deposit was conditioned only for the recovery of the cost of any tubes that may be lost in the operation and that as the boring has to be made in future only in rock, no tubes are necessary and none can therefore be lost and consequently no deposit is necessary and urges that if there is any need for inserting a tube at any moment he would pay the deposit at once. He further expressed that he is prepared to bind himself to this Court ready to pay any sum that may be claimed by the Director of Industries according to the conditions and rules of the Department, subject to the question that any difference in the amount leviable being decided by any competent authority. Bhujanga Rao is a member of Representative Assembly and a solvent subject of the State and the offer appears quite reasonable. The department of Industries, Madras, I think can proceed with the work of boring on that assurance. But if it chooses to insist on a deposit I am afraid

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2.

I am afraid the matter is too technically Civil for a Magistrate to decide on the papers before me and I should hold that Police or Magisterial help cannot be given to either side to disturb the present state of things.

E. Ganapati Sali
For Darbar. 29.3.16

C.B.V/28-3-'16.

Enc
28.3.16

Est. Depart.Est. No. 1496-1 Est.

27.4.16

pages 3 to 11 of est.

The letter from the Pudukkottai
Darbar No. 863, dated the 27th
March 1916, with enclosures
~~with~~ forwarded to the
Director of Industries, Madras.

It is requested to submit
an explanation of the
action complained of therein.

SK
26.4.16.

CA
26.4.16.

27/4/16

To

The D. I. with the
letter from the Pudukkottai
Darbar + enclosures
(in original to be returned
with reply)

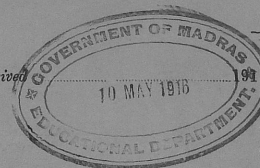
28.4.16

Notes in CA

1.5.16

28/4/16

DEPARTMENT.



Received

Registered

1916

Subject

Submitting remarks on the petition of Mr. Bujanga Rao of
Puducottah on boring work done by the Department of
Industries.

ENCLOS RES.	
No.	2
1 copy of the Rules 1 letter from P. B. Rao	
Spare copies	2 copies - 9th Dec.

No. D 21

Station Madras, Dated the 6th May 1916

From (Name) K.T.B. Tressler, Esq.,

(Designation) Director of Industries.

To The Secretary to the Government of Madras,
EDUCATIONAL Department.

Sir,

1. With reference to Endorsement No. 1496-1 Edl.,
dated 27th April, I have the honour to state that I made
enquiries into the case of Mr. Bujanga Rao.

2. In the rules sanctioned by Government No. 2 runs
"All fees or other charges leviable under the rules govern-
ing departmental assistance are strictly payable in advance."
No. 28 runs "Fees will be charged for the use of the boring
tools for every day that they remain at the workspot.....
.....". These rules were sanctioned in 1913, but since
then it has been found necessary in order to secure govern-
ment against loss to amplify them in certain respects, and
revised proposals were submitted to Government about a

vide rule 20 of the
rules passed in 1913.
No. 21 of 1913. 19.7.13
app. 11 of the 20.

20. No. 21 of 1913. 19.7.13
SK V

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14
Since Sanjay in 20.10.91 3/11/14
Such a rule has not been suggested by the Department
year ago. These rules have not yet been sanctioned but one of the revised rules runs that in borings exceeding 100 feet in depth a deposit of Rs.200 must be paid for lining pipes, which sum will be returned if the pipes are recovered. In anticipation of sanction and to avoid unnecessary loss, this rule regarding lining pipes has been enforced during the last year and has been accepted by practically all the ryots for whom I have worked, as a common sense and fair rule.

3. The necessity for a strict insistence on payment in advance will be evident to any one who has had occasion to study the departmental books. When work has once been done it cannot be undone and if a client can persuade the supervisor to work on credit, he knows very well that the department will find it difficult to enforce its claims. There is always a certain amount of difference of opinion regarding the days to be charged for. Rule No.28 is clear on the point, but as an act of grace, remissions are very frequently made. Clients naturally hope for larger remissions than they actually get. If they can persuade Supervisors to allow their credit to accumulate, they can then dictate terms to the Department. If the Department stops work, the client becomes responsible for the hire of the set according to rules, but a lawyer knows very well that the Department cannot collect the money. He also knows that by obstructing the removal of the set, he can put the department in the position of either having to extend credit by going on with the work or else of suffering loss owing to the idleness of the plant unless the set is removed.

4. Supervisors accordingly have strict instructions to see that they get their advance, or, in default, to remove the sets at once. In the event of disputes arising and the sets being kept idle, the advance must continue to be paid for the days the set remains idle. Over-payments are refunded if the Director considers that the stoppage is due to departmental default.

5. Mr. Bujanga Rao's case first came to my notice in November when a friend of his came to see me to represent his supposed grievances. I explained to him exactly the principles

on which this department was run as above outlined and told him that I would try and put matters right. Afterwards things seem to have progressed satisfactorily. His boring was completed on the 9th of December and a second boring begun next day.

6 In December he fell into arrears and cleared outstandings only a month later. In February he told the maistry to stop work and detained the set. He was then Rs.30 odd in my debt ~~in my~~ debt.

7 For such stoppages advances must be paid as per rule. Alternately, ^{iv} lessees have the option of relinquishing the boring Set in which case it costs them Rs.7/8 to get it back again subsequently.

8 Mr.Bujanga Rao chose to adopt neither course. Seeing that he was already in the debt of the Department and knowing the difficulties the Department has in collecting arrears he simply kept the Set idle whilst he argued. By this time the boring had gone down 100 feet and he was liable for the Rs.200 advance for pipes. So he used this demand as a means of disputing his liability and wasting time.

9 As the dues accumulated, the Supervisor was sent repeated reminders to ask Mr.Bujanga Rao for advances. Quite apart from the question of pipes, Mr.Bujanga Rao was liable to pay or relinquish for ^{being} boring in arrears with his payments. When the balance due for work done amounted to Rs.67 (apart from advances or deposits) and nothing was paid, the Supervisor was instructed to take the set away. Mr.Bujanga Rao then paid part of his outstandings but refused any further advance in accordance with rules. He also refused to pay the Rs.200 deposit. He further refused to supply coolies to remove the set and on 10-3-16 the Supervisor was accordingly wired to ~~re~~employ his own coolies for the purpose. The Supervisor then reported that Mr.Bujanga Rao had obstructed the removal of the set and asked for instructions. I was going on camp that night and I told the Personal Assistant that the attention of the Supervisor was to be drawn to the departmental rule that no boring was to be done on credit and that he must collect a further advance or else remove the set which he could do on the ground of default in payment

quite apart from the question of deposits. If Mr. Bujanga Rao refused to supply coolies, he must get his own or else apply to the Magistrate for help.

These instructions were duly communicated by the Personal Assistant. The form of this correspondence is now complained of. Whilst I do not repudiate responsibility for letters that pass out of my office, I have to point out that my present correspondence amount to about 14000 letters a year, most of which I have to deal with personally to a greater or less extent. Correspondence between this Office and my Supervisors I always check the substance of, but leave very largely to my Personal Assistant to write. The instructions issued by the Personal Assistant are substantially those of my order, but my Assistant's penchant for phraseological exuberance appears, in this case, to have led to difficulties. On enquiry my assistant explains that he does not know the exact meaning of the word 'Budmash' and supposes it to mean 'a sturdy cooly'. This word appeared in a letter from my Personal Assistant to my Supervisor and I must express my surprise that intra-departmental, that is to say, private correspondence of mine should be commented on by another officer and still more that that officer should have thought fit to address Government direct without referring the matter to me. It must be palpably obvious to any responsible person that the head of a department would not knowingly commit ineptitudes of the kind referred to in the letter.

As regards the essential facts of the case, the work of the Department is done on a 'fair' basis, so as to keep down the cost as far as possible. But there are some people who seem to be ~~substant~~ constitutionally unable to recognise the principles of common fairness and insist on trying to work everything on legal lines. This of course can be done, only then work costs two or three times as much. The bulk of the 500 ryots for whom I annually work seem to think that it pays them better to agree to a give and take policy and get their work done cheap than to argue everything and make it necessary for the Department to secure itself and thereby double or treble the charges for the work.

[]
may be omitted
of the letter
is to be
Comm. 5-11
P. 1. 1. 1.
29

on which this department was run an above mentioned and told him that I would pay and pay me later right. At present I have been to have progressed satisfactorily. His boring was completed on the 5th of December and a second boring began next day. In December he fell into arrears and cleared arrears in only a month later. In February he told the Ministry to stop work and detained the rest. He was then Rs. 80 and in my debt in Rs. 80.

For such arrears advanced must be paid as per rule. In January I have the option of refunding the boring but in which case it costs them Rs. 1.5 to get it back again and I am sure.

Mr. Bujanga Rao chose to adopt neither course. Seeing that he was already in the debt of the Department and knowing the difficulties the Department had in collecting arrears he simply kept the Rs. 1.5 which he advanced. By this time the boring had gone down 100 feet and he was liable for Rs. 800 advance for pipes. So he used this demand as a means of stopping his liability and saving time. The then accumulated, the Supervisor was sent to request Mr. Bujanga Rao for advance. While waiting from the question of pipes, Mr. Bujanga Rao was liable to pay or refund for boring in arrears with his payment. When the balance due for work was advanced to Rs. 80 (apart from arrears or deposits) and nothing was paid, the Supervisor was instructed to take the rest away. Mr. Bujanga Rao then paid part of his outstanding and returned any further advance in no time with interest. He also refused to pay the Rs. 800 deposit. He further refused to supply so as to remove the rest and on 10-3-10 the Supervisor was accordingly wired to employ him on pipes for the purpose. The Supervisor then reported that Mr. Bujanga Rao had conducted the removal of the rest and asked for instructions. I was going on camp that night and I told the Personal Assistant that the attention of the Supervisor was to be drawn to the departmental rule that no boring was to be done on credit and that he must collect a further advance or else remove the rest which he could do on the ground of delay in payment.

NOTIFICATION.

Ootacamund, July 19, 1913.

No. 393.—

Rules for the levy of fees for work done by the Department of Industries.

Subject to the rules hereinafter mentioned the Department of Industries gives general information and advice, assists in the preparation of plans and in the purchase and erection of machinery, undertakes the systematic inspection of installations and places at the disposal of the public the following plant:—

- (i) Hand-boring apparatus.
- (ii) Power drills.
- (iii) Portable pumping plant.
- (iv) Blasting apparatus.

2. The services of the department are offered subject to the following general conditions:—
(i) All fees or other charges leviable under the rules governing departmental assistance are strictly payable in advance.

Note.—In cases where the levy of fees is likely to operate as an undue burden on the slender resources of applicants the Director of Industries may at his discretion remit such fees wholly or in part.

- (ii) All fees and other charges levied under these rules will be credited to Government.
- (iii) Refunds of fees will not generally be made but in the case of advances any surplus which may remain unspent after the work is completed will be returned.
- (iv) Though every effort will be made to meet the reasonable demands of the public as promptly as possible, the department offers no guarantee whatever in respect of time.

I.—Information and advice.

3. General information and advice will be given free of charge so far as the information is available and advice can be given without local inspection.

4. In cases in which information and advice can be given only after local inspection, such inspection can be arranged for on payment of a fee of Rs. 10 for every inspection.

II.—Assistance in the preparation of plans and in the supervision, and erection of machinery.

5. The preparation of detailed plans and estimates for industrial installations of all kinds will be undertaken by the department on payment of such fee not exceeding 2½ per cent. of their estimated cost as the Director of Industries may prescribe. This fee covers only the actual preparation of plans: any inspection that may be necessary will be charged for in accordance with rule 4 *supra*, and assistance in erection, etc., will be charged for as per rule 6 *infra*.

6. The supervision of the erection of machinery and the buildings appertaining thereto will be undertaken by the department on payment of a fee of 2½ per cent. on their estimated cost. This fee covers the cost of supervision until the plant is handed over in working order but does not include the cost of labour and materials which must be borne by the applicant.

7. Where second-hand plant is to be installed, the fee to be charged will be determined by the Director of Industries, but in this as in all other cases where the plant has not been purchased on the advice of the department the Director of Industries may decline departmental assistance if he considers the plant unsuitable, badly designed or in any other way open to objection.

III.—Systematic inspection of installations.

8. The department will arrange for the systematic inspection of industrial installations. Inspections will be of two kinds, viz., "routine inspections" made at the convenience of the department and "special inspections" made on the urgent requisition of the applicant.

9. The fees for inspection will be determined on two scales, A and B, according to requirements.

10. Scale A provides for routine inspections. Under this scale an applicant is entitled to a minimum of three inspections annually or such greater number as it may be convenient to arrange. In cases of sudden breakdowns special assistance will also be rendered but scale A is intended to apply only to installations where the necessity for special inspections is not frequent. The Director of Industries may at his discretion cancel any arrangement under scale A at the close of the official year if he considers that requisitions for special assistance have been unnecessarily frequent.

11. Scale B provides for the inspection of installations where the number of requisitions for special inspections is beyond that contemplated in scale A. Under scale B no routine inspections will be made and an application should be made every time an inspection is required.

12. The fee leviable under scale A is Rs. 15 per annum for each installation.

13. Under scale B an initial fee of Rs. 15 will be levied which will cover the cost of inspections to the extent of its value, but no refunds will be made if the value of the fee is not

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completely utilized. Inspections in excess of those covered by the initial fee will be charged for at the rate of Rs. 3 per visit of a mechanical foreman and Rs. 7-8-0 for a supervisor.

14. No installation will be inspected unless fees under one of the two scales are first paid. In cases of non-payment a notice will be issued by the department. If payment is then refused no subsequent assistance of any kind will be given except by special order of the Director of Industries and then only on payment of such additional fees as he may prescribe.

15. The fees mentioned in rules 12 and 13 *supra* will not cover any actual outlay on any repair work carried out by the department which must be paid for in addition by the applicant.

16. Systematic inspection of a plant will be undertaken only after it has been examined and found to be in good condition. If it is not in good condition the applicant will be informed what repairs are required and systematic inspection will be undertaken only on completion of the repairs. If the applicant desires that the repairs should be executed under departmental supervision, a fee of Rs. 10 will be charged for such supervision.

17. The Director of Industries may without assigning any reason refuse to undertake systematic inspection of any plant or installation.

IV.—Hand-boring apparatus.

18. The hand-boring tools with which the department is provided will drill to a depth of 100 to 150 feet in ordinary soils but are unsuitable for boring in rocky tracts. Where deeper borings or borings in rocky tracts are required a power drill—*vide* section V *infra*—should be used.

19. Enquiries concerning borings should be addressed either to the maistry in charge of the local boring party, to the local supervisor of the department or to the Director of Industries, Post Box No. 454, Madras.

20. When a boring party is established in a taluk the fact will be notified in the District Gazette. Applications for borings within the notified areas will be registered on payment of a transport fee of Rs. 7-8-0 and an advance of Rs. 10.

21. Borings outside the notified areas cannot be undertaken except by special arrangement and on special terms to be settled beforehand. Ordinarily applications for borings outside the notified areas will be recorded for future reference. They will not be registered and no fees and advances will be accepted therefor.

22. If the limits of the tract where a boring party is established be extended at any subsequent time, the fact will be notified to all persons whose applications for borings in the extended area have already been recorded. If on receipt of the notice the applicants pay a sum of Rs. 17-8-0 as provided in rule 20 above, the applications will be registered. If no payment is made within a reasonable time after the receipt of the notice, the applications will be regarded as cancelled.

23. The order in which the registered applications will be attended to will be decided by the department with reference to the locality where borings have to be made and the applicants will be duly informed when the boring tools can be placed at their disposal. The department will make arrangements to bring the tools to the site of the proposed boring. If the applicants do not accept the tools when offered, the transport fee will be forfeited and the advance returned.

24. The transport fee is intended to cover the cost of the carriage of the tools to the site proposed for boring. No part of it will be returned to the applicant whatever may be the cost of transport in any particular case nor on the other hand will any further charge be made should the cost of transport exceed the sum of Rs. 7-8-0.

25. The fee for the use of the hand-boring tools is Rs. 1-8-0 a day. This fee covers the hire of the tools and the wages of the maistry in charge thereof. All other charges connected with the work should be borne by the applicant.

26. The advance of Rs. 10 will cover the boring fees to the extent of its value. When the original advance is exhausted further advances should be paid at once. As borings will on no account be put down on credit, the work will be stopped and the tools removed immediately the advance is exhausted unless further advances are paid.

27. On the completion of the boring, any sum still to the credit of the applicant will be returned.

28. Fees will be charged for the use of the boring tools for every day that they remain at the work-spot but as an act of grace the fees may be remitted for the time during which they may be kept idle on account of accident, heavy rain or other causes beyond the control of the applicants. The time during which the tools are kept idle on account of the exhaustion of advance, lack of labour or other avoidable causes will be charged for in full.

29. The results of a boring will be communicated to the applicant who will be advised what steps he should take to utilise the water-supply available.

30. In cases where sub-artesian water is met with, arrangements will be made, if the applicant so desires, to put down permanent lining tubes, the cost of which should be borne by him.

31. The Director of Industries may without assigning any reason decline to put down any boring and return to the applicant any sums that may have been paid by him.

V.—Power drills.

32. The power drills with which the department is provided will ordinarily drill to a depth of 500 to 800 feet in any kind of rock.

33. Enquiries concerning power drills should be addressed either to the local supervisor of the department or to the Director of Industries, Post Box No. 454, Madras.

34. No fees or advances will, in the first instance, be demanded, but a register of applications for the use of power drills will be maintained.

35. The order in which the registered applications will be attended to will be decided by the department with reference to the locality where borings have to be put down and applicants will be duly informed when a power drill can be placed at their disposal. Immediately on receipt of notice, the applicants should remit a transport fee of Rs. 60 and an advance of Rs. 50. If the amount is not paid within a reasonable time after the receipt of the notice the application will be regarded as cancelled.

36. The department will make arrangements to take the drill to the site of the proposed boring. The transport fee is intended to cover the cost of carriage and no part of it will be returned whatever may be the cost of transport in any particular case nor on the other hand will any further charge be made should the cost of transport exceed the sum of Rs. 50. If the drill is not accepted when offered the transport fee will be forfeited.

37. The fee for the use of a power drill is Rs. 5 a day subject to a minimum of Rs. 25. This fee covers the hire of the drill and the wages of the trained staff (foreman and driver) necessary for its working. All other charges connected with the work should be borne by the applicant.

38. Applicants should supply coolly labourers and provide the fuel and oil required for the use of the plant or pay the foreman in charge a sufficient sum for the purchase of the necessary stores on their behalf. Receipts will be given for sums so paid.

39. The original advance of Rs. 50 covers the hire of the drill for ten days. When that sum is exhausted further advances must be paid at once. As boring will on no account be done on credit, the work will be stopped and the drill removed immediately the advance is exhausted until further advances are duly paid.

40. On the completion of the boring any sum still to the credit of the applicant will be returned subject to the deduction of the minimum fee prescribed in rule 37.

41. Fees will be charged for the use of the drill for every day that it remains at the work-spot but as an act of grace fees may be remitted for the time during which the drill is kept idle on account of accident, heavy rain or other causes beyond the control of the applicants. The time during which the drill is kept idle on account of the exhaustion of the advance, lack of labour or other avoidable causes will be charged for in full.

42. The results of a boring will be communicated to the applicant who will be advised what steps he should take to utilize the water-supply available.

43. In cases where sub-artesian water is met with, arrangements will be made, if the applicant so desires, to put down permanent lining tubes, the cost of which should be borne by him.

44. The Director of Industries may without assigning any reason decline to put down any boring and return to the applicant any sum that may have been paid by him.

VI.—Test engines.

45. The test engines with which the department is provided are capable of pumping from 150 to 325 gallons per minute on a total lift up to 50 feet.

46. Enquiries concerning test engines should be addressed either to the local supervisor of the department or to the Director of Industries, Post Box No. 454, Madras.

47. No fees or advances will, in the first instance, be demanded, but a register of applications for the use of test engines will be maintained.

48. The order in which the registered applications will be attended to will be decided by the department with reference to locality and the applicants will be duly informed when a test engine can be placed at their disposal. Immediately on receipt of the notice, the applicants should pay a transport fee of Rs. 25 and an advance of Rs. 25. If the amount is not paid within a reasonable time after receipt of notice the application will be regarded as cancelled.

49. The department will make arrangements to carry the plant to the site. The transport fee is intended to cover the cost of the carriage of the plant. No part of it will be returned to the applicant whatever may be the cost of transport in any particular case; but on the other hand no additional charge will be made should the cost of transport exceed the above fee. The fee will be forfeited if the plant is not accepted when offered.

50. The fee for the use of a test engine is Rs. 3 a day subject to a minimum of Rs. 15. This fee covers the hire of the plant and the wages of the trained driver in charge thereof. All other charges connected with the work should be borne by the applicant.

NOTES.

51. Applicants should supply cool labourers and provide the fuel and oil required for the plant or pay the driver in charge a sufficient sum for the purchase of the necessary stores on their behalf. Receipts will be given for sums so paid.

52. The advance of Rs. 25 covers the hire of the plant for about eight days. When that sum is exhausted further advances should be paid at once. As pumping will on no account be done on credit, the work will be stopped and the plant removed immediately the advance is exhausted unless further advances are duly paid.

53. On the completion of the pumping, any sum still to the credit of the applicant will be returned subject to the deduction of the minimum fee prescribed in rule 50.

54. Fees will be charged for the use of the test engine for every day that it remains at the work-spot but as a matter of grace fees may be remitted for the time during which it is kept idle on account of accident, heavy rain or other causes beyond the control of the applicants. The time during which the test engine is kept idle on account of the exhaustion of the advance, lack of labour or other avoidable causes will be charged for in full.

55. Certain special sets of test engines working on liquid fuel are also available for monthly hire on the following terms:—

	Rs.
For one month	60
For three months	120
For six months	200

A transport fee of Rs. 25 will be levied in addition to cover the cost of carriage of the plant. The conditions of monthly hire or otherwise the same as those governing daily hire. No refunds will be made if the plant is not required for the full period for which it is hired but the applicants may extend the period of hire by paying the difference according to the above scale, provided that the hiring is continuous. In the latter case no additional transport fee will be levied.

56. The Director of Industries may, without assigning any reason, decline to lease out the test engines and return to the applicant any sum that may have been paid by him.

VII.—Blasting apparatus.

57. The blasting apparatus with which the department is provided is intended for the explosion of wells or boreholes with a view to increasing the water-supply. Blasting will ordinarily be of use only in hard rocky soils.

58. Enquiries concerning the blasting apparatus should be addressed to the local supervisor of the department or to the Director of Industries, Post Box No. 454, Madras.

59. Applications for the use of the apparatus will be registered on payment of an advance of Rs. 10. The order in which the registered applications will be attended to will be decided by the department with reference to locality and the applicants will be duly informed when the apparatus can be placed at their disposal. If the blasting apparatus is not accepted when offered, the advance will be forfeited.

60. The advance covers the cost of one blast. For each extra blast a fee of Rs. 5 will be charged.

61. The results of the blasting will be communicated to the applicants and they will be informed what further action the results obtained suggest.

62. The Director of Industries may, without assigning any reason, decline to carry out any blasting and return to the applicant any sum that may have been paid by him.

L. M. WYNCH,
Secretary to Government.

Political dept

Complaint against
the Director of Industries.

[C. 690] From the P.A. for P. K. K.

R.C. 10.303 - 0 of 3.4.16

The Pol. Agents' letter may
be sent to the Educational
dept for consideration

Off
18.4.16

Ral
19/4

Ed. no.

P. M. 11.5. 690-1
19-4-16.

C. No. 149688
20.4.16



Educational Dept

Submitted for orders whether an
explanation should be called for from
the Director of Industries.

SK
21.4.16

25/4/16

A draft endorsement is sub-
mitted for approval.

SK
26.4.16

[Ent. No. 1496-1927-4.16]

23
C.No.1675, From the Director of Industries, No.D21,
dated 6th May 1916.

Please see the Director's letter on pages 13 to 17 of current file. The complaint made by the Pudukkottai Darbar has reference mainly to the intemperate language of the Director of Industries. On this point the Director states that such language was used by his personal assistant though the substance of the communication was approved by him (Director). The Director's letter shows that Mr. Bhujanga Rao was much in arrears in regard to his payments to the Department for services rendered and that this apparently provoked the personal assistant. The letter does not, however, convey the regret either of this officer or of the Director who does not disown responsibility for what had happened. The former merely says that he did not know the correct import of the word "budmash", while the latter complains against the Political Agent for having addressed Government.. The Director considers this interdepartmental correspondence a private one and apparently claims for it freedom for the use of loose language. It is however submitted that even interdepartmental correspondence are official correspondence and that as such strict rules of

page 5 of cf.

page 16 of cf.

page 16 of cf.

of official decorum should be observed. The Political Agent was not also wrong in addressing Government direct in the matter.

The Political Agent suggests that ^{the} Director may be called ~~for~~ upon to tender an apology. It does not seem necessary to ask the Director to do it; it may probably provoke further correspondence from him. It is for consideration whether in the circumstances the Director may be told that such intemperate language should on no account have been allowed to go into official correspondence and that ~~the~~ Political Agent ^(may be asked) to convey to the Darbar the regret of the Government for the conduct of the Director. As regards the recovery of the amount due Mr. Tressler may be told to address the Darbar through the Political Agent. The file may perhaps be sent to Revenue & Political Department for remarks.

OK
18.5.46
18.5.46

Page 2 of 4

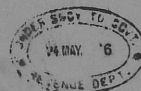
1. So far as the use of objectionable language is concerned Mr. Tressler stands condemned. He should not have used objectionable language in any communication; and if such language had crept in without his knowledge, his chief ministerial officer should be punished. Action in regard to this will be taken. In the present case it is observed that the language objected to occurs not in any communication sent by Mr. Tressler to either the Pudukkottai Darbar or to any officer of that Darbar, but in communications sent by Mr. Tressler to his own subordinate; and the latter ~~shall~~ ^{should} not have filed those communications before any officer of the Pudukkottai Darbar. This is a disciplinary matter which will be looked into.

2. In addition, there is the main question of the Department of Industries extending its pumping and boring operations into a Native State. Has this been authorized? Will Revenue please look into this matter? It is of some importance, because there may be difficulty later on in recovering advances etc. if operations are extended into

26

24

Native States over which this Government has no jurisdiction except Political. I ^{shall} ~~shall~~ mark this for H.M. (Revenue) also.

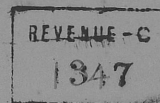


To

The Revenue Department, A.O.

23.5.16.

Vol no 1675-1
23/5/16



Recd. 24.5.16

7/2/16
25
Rect in box
29/5

Revenue Dept.

To Under Secretary

The facts of the case appear to be as follows:
M.R.Ry Bhujanga Rao of Pudukkottai State hired on 14-9-11 boring set No.3 for making borings in his land at Pudukkottai subject to the conditions mentioned in pages 6 and 7 of c.f. The period for which it was hired is not reported. The first boring was completed on 9-12-15 and a second boring was begun on the next day. When the second boring reached 100 ft. Bhujanga Rao must have remitted Rs.200 advance in accordance with clause 8 of the conditions under which boring was begun. He however refused to pay the advance on the ground that as boring had thereafter to be done on rocky soil notubes were necessary, that therefore no advance was needed and that the particular boring set viz., Relief set No.3 in respect of which he entered into the agreement was subsequently changed. The Director of Industries has not reported whether and if so why the set was changed and whether, as argued, the soil below 100 ft. was rocky so as not to require lining tubes. ^(reconsidered) If necessary the Director may be asked to forward the entire correspondence connected with the case. It may however be pointed out ^{that} the Darbar's plea that as no agreement was executed in respect of the changed set Bhujanga Rao is not bound by the original conditions is, it is respectfully submitted, in very bad grace. The Darbar appears to hold that the accident of the change of set-which by the way does not seem to have been protested against- places the Director at the mercy of the man to whom the set was lent.

2. As all charges are payable in advance and as Bhujanga Rao was already in arrears the Director ordered the boring set to be removed. Bhujanga Rao did not allow the set to be removed. When the Chief Magistrate was

p.7 p.c.f.

para.5. p.15 p.c.f.

p.3 to p.c.f.

para.2 - p.2 p.c.f.

para.2 of the rules at p.18 p.c.f.

appealed to he declined to help.

3. The Director would seem to admit the language employed in his instructions to his supervisor. As pointed out in the Educational notes supra the language would seem to be improper. The supervisor is partially to blame in that he appears to have filed the Director's telegram along with the complaint filed by him in the Pudukkottai Magistrate's court. The best thing to be done in the circumstances would seem to be to explain the matter to the Darbar in the light of the explanation given by the Director in the first portion of para.10 of his letter. This is however a matter to be dealt with more by the Political and Educational departments than Revenue.

4. The Director states that he is unable to re-move the set as the Darbar does not help him. From the Director's report it will be seen that ^{Bhupanga Rao} did not re-gularly pay the charges. He is now refusing payment on technical grounds. He does not appear to deserve consi-deration. The Political dept. may be requested to move the Darbar to see that the set is handed over to the Director along with the arrears due to him.

5. The question raised in para.2 of Educational Secy's note above ~~as to whether the pump should be considered before~~ does not appear to have been considered before. No restriction appears to have been laid down that the pumping and boring operations should not be extended to Native States. From the report of the miscellaneous work done by the Director of the Industrial and Technical Inqui-ries for the year 1906-07 ^{it appears} that the department undertook the purchase and erection of a 3½ H.P. engine and piston pump for the Mysore Fruit Growers Association. This appears to be the only other instance in which the department extended its operations to a Native State. In

para. 10 - p. 16 of
c.f.

p. 4 of c.f.

p. 16 of c.f.

para. 12 at p. 12 of
c.f.

vide item (1) in para. 9
at p. 24 of 20.11.07
26th Dec. 20.11.07

NOTES.

Page 8

In view of the difficulties experienced in the present case, it is submitted that the extension of the operations to Native States may be prohibited except through the medium of the Government and the Native State concerned.

Recd. 5-6-16.

T.S.R.
8-6-16.

As far as Mr. Tressler's language is concerned Revenue may agree with Educational. No further noting is needed thereon. Educational will take the necessary measures.

2. As regards the sum at present involved it is difficult to gauge exactly how matters stand, without the correspondence which passed between the Director and Bhujanga Rao. The weak point in the case appears to be that the agreement was executed with regard to one particular set. But Bhujanga Rao apparently never objected to the change of set, and no doubt his present objection is an after thought.

From rules 26 and 39 (pp 19 - 20 c.f.) it is clear that the Department does not undertake to work on credit, and that plant is removed where payment in advance is not made. Bhujanga Rao was bound by these rules, I take it. The Political Dept. may be asked to request the Darbar to see that the plant is handed over to the Director, and that the arrears are paid.

3. For the future, it would be well ~~not~~ to prohibit the extension of pumping and boring operations to Native States, unless those states accept the rules of the department.

A.H.A.T.
12-6-16.

I agree with Paragraph 3 of the Under Secretary's note.

As to Mr. Trumbull's action, the terms of the contract and the Department's power of recovery in a Native State have to be examined, before any conclusion can be arrived at.

Mr. Trumbull's excuse for the language employed in the communication from his office is that his Personal Assistant wrote them. This is no excuse. He is of course technically responsible for communications issuing in his name, and this particular matter was clearly one of exceptional delicacy and ^{one} in which he should therefore have been particularly careful.

On the other hand, I cannot see that the Under Secretary has the slightest claim to an apology. In fact, this attitude seems to me very understandable. Whatever is the legal position, it ^{seems} clear that Mr. Dhegyanga has a moral obligation to pay up, and the Under Secretary is backing him up in his attitude.

I suggest that it is important that the Department ~~should~~ cannot undertake to do further work in Andakthis State, unless the Under Secretary enforces compliance with the Director's demands in the present case and pledges themselves to support his just claims in future.

case. Mr. Treadwell's remarks in Para: 11
and 12 of his letter run to me essentially
around.

Under the HTR (Resumes) will be the paper
upon further action is taken

02001
02/15

Printed (00)

12/6

12/6

Rev. no. 1347C/1

1. 6. 16

CURRENT NO.
1034
POLITICAL

Ray 13. 6. 16

Political Department

As regards the intemperate language
used by the Director the Educational deptth
proposes to take disciplinary action, ~~but~~
L. 12

vide para. 9 of 13
sup. note on p. 4

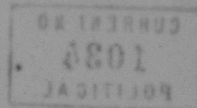
f p 3 ante
g p 9 ante

P

pp 13-17 cc

(a) p 9 ante

vide Rev Camp
note on p 9
ante



~~with out department and Revenue~~
Considers that the Darbar has ^{no} ~~any~~ claim for an apology from the Director. It is, however, submitted that the regret of the Govt may be conveyed to the Darbar for the language used by the Director, and the Director's letter may be communicated to the Political Agent who may be requested to explain to the Darbar the facts of the case and ~~to~~ ^(a) also to inform it ^{as proposed by Rev} that the pumping and boring deptth cannot undertake to do further work in Pudukkottai state unless the Darbar enforces compliance with the Director's demands in the present case and pledges itself to support his just claims in future cases. ~~the~~ ^{also} The Director may be instructed not to extend the department's operations to any native state without the permission of Govt.

For orders.

25/10/16
20/10/16

C.S.

The style of this memo at page 90, should have convinced anyone that it was not written by the Director.

Moreover, the memo was not directed to the
Barbar or to any of its officials; so there can
be no question of an apology. We might
explain that the Director's intention
was merely to authorize his subordinate
to engage coolies for the removal of the
set and then point out that the Director
is acting against the interests of its
subjects by not assisting the Dept.

RKC
23/6

That is the point. Mr. Madhavan
Prasad's Assistant may well be
admonished for his "exuberant
"phrasology"; but the memorandum
was addressed to a supervisor &
ought never to have been shown
to any of the Director's officials

LV
25.6.16

Polkno: 1034-1827. C. U.

Education Dept.



Educational Dept.

A draft order is submitted below.
The file may be submitted to H.E.
The

the Governor & the Hon'ble Member (Res)

EX
28.6.16. CR
29.6.16

Box MD 13
13.7.16

H E (tho' H. I. Res)

1.9.16.

The Memo^e was obviously not written or passed by Mr. Tressler but by some one whose knowledge of English is defective, & whose misuse of the word 'budmash' was obviously due to ignorance. The Darbar w^d have shown more sense therefore, in taking notice of the ~~form~~ ^{form of the} Memo^e, esp^l as it was not addressed to any of its officers & ~~it~~ it is curious that Mr. Lloyd did not notice this. I have slightly revised the draft.

3.7.16.

Draft approved.

P.
4.7.16.

5/7/16

Read:-

From the Political Agent for Pudukkottai, R.C.No. 3036/16 dated the 3rd April 1916.

C.No.1675 From the Director of Industries, D.21, dated the 6th May 1916.

ORDER- 100.740 2nd. 16
Mis.

page 9 of 11

The Government consider that the language of the Memorandum of the Director of Industries, No.D.21, dated the 10th March 1916, was objectionable and Mr.Tressler should take due notice of the conduct of his personal asstt.

who was responsible for it. The Govt. also consider that the supervisor to whom the memorandum was addressed should not have filed it before any officer of the Pudukkottai Darbar.

The Director should ^{warn} take the necessary disciplinary action against this subordinate also.

2. The Political Agent for Pudukkottai will point out to the Darbar that the language objected to by it occurs not in any communication sent by the Director of Industries to either the Darbar or to any of its officers but in a communication sent by the Director to a subordinate of his ^{own}. The Director states that the ^{main} ~~From the explanation~~

-2-

in question was issued by his Office ~~Asst~~ who did not
offered by the Director it is observed that
know the meaning of the term budmash & merely meant
his intention was merely to authorize the local

subordinate to engage coolies for the

removal of the boring set.

Govt desire that the

3. The Political Agent will ~~be~~ further ~~represent~~

represent to the Darbar that ~~he~~
~~will be unable to~~

Department of Industries ~~will not undertake~~

any more work in the Pudukkottai State

~~unless the Darbar can find a way to secure~~
~~the Director's demands for the recovery of~~

arrears and return of plant in the present
case, ~~and also to support his just~~

~~claim in future cases.~~

~~in consequence of the behavior~~
~~of Mr B~~

Mr. Bujanga Rao is still indebted
to the Industries Dept in a sum of
Rs. 45 & is in possession of a set of
boring tools belonging to this Govt.
The P.A. Should request ~~that~~
the Darbar to secure the payment
of this debt & the immediate return
of the tools, failing which it will be
impossible ~~to~~ for the
Industries Dept to undertake further
work in the State.

To the Director of Industries. (gk)
Political Agent for (gk)
Pudukkottai through the
Poll. Dept.

Copy to the Poll. and Rev. Depts.

(pages 1 & 3, page
13 of 17 of ap. & order)

1-7-16

Subd
2-7-16

KP

When given for copying _____
 When copied _____
 When examined _____
 When signed _____

191

READ AGAIN G.O. No. 191

DATED

OFFICE No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

LETTER OF GOVERNMENT

STATEMENT WITH DITTO

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N.B.-

A = Copy in full.
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A A A A A A A