MRO 1—77,006—8-6-37.

(1) Number of pages_____

(2) Date of repair_____

(3) Initials of the Referencer_____

MADRAS RECORD OFFICE.

Government of Madras.

Judicial Works DEPARTMENT.

G.O. No. 100 Press / Mis.

206 P. 208

Dated 14 - 1 — 1869.

Not to be folded or roughly handled

Read the following letters.—

No 206. From the Superintending Engineer, 5th Division.

Reporting on a letter from Mr P Lee, a Contractor for works at Bangalore } (Here enter 25th November 1868, No 157)

No. 207 From the Government Solicitor

Advises as to the agreement between Mr Patrick Lee and the Executive Engineer of Bangalore } (Here enter 18th December 1868, No. 708)

No. 208. ORDER THEREON, 14th January 1869, No 100.

MILITARY WORKS, No. 10.

1. These papers relate to claims preferred by Mr Lee on account of certain Military works at Bangalore, for the execution of which he entered into contracts with the Executive Engineer at that station

		Rs	A	P
1.	Government Bakery	25,573	10	0
2	Subordinate quarters	841	0	0
3.	Dead House	235	14	0
4	Single Cook-house . .	343	0	0
5	Double do	483	0	0
6	Magazine, New Infantry Barracks .	68	0	0
7.	Final Bill for No 1 Block, Infantry Barracks	90	0	0
8	Refundon the two wards ..	249	0	0
9	Cavalry stables .	4,254	0	0
10	Administrative Rooms	2,974	0	0

2 Mr. Lee states that the sums noted in the margin are due to him, and complains of delay on the part of the Executive Engineer in paying them His letter having been referred to the Superintending Engineer of the 5th Division, that Officer with his communication above recorded submits a report from the Executive Engineer, from which it appears that the delay complained of is owing to Mr. Lee having submitted his bills so long after the completion of the works to which they relate as to render their examination and adjustment difficult. In the case of one of these claims, the bill was not submitted until after the expiration of about two years.

3. The Superintending Engineer reports that items Nos 2, 3, 4, and 5 are in course of adjustment, and supposes that there will be no difficulty in settling them. He also states that the bill for item No 10 has been examined and paid, and that for items Nos. 7 and 8, no bills can be traced These seem to be supplementary demands preferred in connection with works which were completed and paid for long ago Bill No. 6 relates to a building which had been completed two years previously, but, if Mr Lee has any evidence to show that the work he claims to have done, as per bills 6, 7, and 8, was *bonâ fide* performed in addition to that for which he contracted, the Government are of opinion that he should be paid

4. The items which remain to be disposed of are Nos 1 and 9 The latter is for work stated to have been executed in connection with the Cavalry stables, but the Government observe that one of the sums alleged to be due, viz, Rupees 1,942-8-0, on account of dividing one of the end blocks into two, was specifically entered in the estimate of Rupees 50,400 which was accepted by Mr Lee as the basis of his tender for the construction of the stables. Of the other sums stated to be due, viz., Rupees 300 for losses on account of certain alterations ordered in March 1867, and Rupees 3,543-6-0 for extra work said to have been ordered from time to time, the Government can form no opinion, though it is likely that they also were provided for in the revised estimate of Rupees 50,400. If Mr. Lee can show that they were

not, and that extra work to the extent he demands payment for was really performed, the Executive Engineer will no doubt deal liberally with the claim.

5 For the Bakery Mr Lee claims the sum of Rupees 25,573-10-0, but his bill on examination with the estimate, and on comparison with the work done, has been reduced by the Executive Engineer to Rupees 13,408. On a careful inspection of the copy of the bill appended to Captain Wood's letter, the Government can see nothing to lead them to suppose that the reductions which have been made on Mr. Lee's charges are not strictly correct, and, if Mr. Lee is not satisfied, it is for him to show cause to the Executive Engineer to revise his calculations, and the Government have no doubt that, acting in a fair and liberal spirit, the Executive Engineer will be ready to give Mr. Lee credit for all work for which he may be able to show that he is justly entitled to payment, and for all such materials as are really of any value or use on the work.

6. With regard to the complaint of the manner in which the work at the Bakery was taken from Mr. Lee, the Government fully accept the Executive Engineer's explanations. Mr. Lee was afforded every encouragement to carry on the work in such a manner as to obviate the necessity of its being taken away from him under the terms of his contract, and it was only when the Executive Engineer had no option between allowing the completion of the Bakery to be indefinitely delayed, or of entrusting its erection to other hands, that he found himself compelled to take the action complained of by Mr. Lee, who seems to have been given every opportunity of so handing over the work, as well as the materials on the spot, as would have prevented any cause for dispute to arise.

7 The Government have as little reason to be satisfied with the character of some of the work performed by Mr. Lee at the Bakery as they have to be pleased with the great delay that has occurred in its completion. The bricks with which the main walls of the building have been faced are certainly not of the description stipulated for in Mr. Lee's agreement, nor has any attempt to point them been made as required by his contract. The painting of the doors is of the most inferior kind, and the slow progress of the building is inexcusable Under such circumstances Mr. Lee has no right to expect that he should be treated with any special favour, but as he states that he has suffered some loss by the work having been taken out of his hands, the Government, besides being willing that he should be dealt with liberally as above directed, resolve to sanction the refund to him of the fine which was very properly imposed upon him when he incurred the penalty by neglecting the urgent requisitions of the Executive Engineer to push on the work in accordance with the terms of his agreement

(True Extract)

Colonel, R. E,
Secretary to Government.

To the Superintending Engineer, 5th Division.
" Controller of Public Works Accounts
To Mr P. Lee
Exd S T Augustin.

COLONEL C A ORR, R E,
Secretary to Government, D P W.

SIR,

I beg most respectfully to lay the following circumstances before you, and to pray that you will see justice done to me

On the occasion of Lord Napier's visit to Bangalore in October 1866, tenders were called, for constructing 440 stalls 8 feet wide for Cavalry Horses on the old Race Course The Major General Commanding the Mysore Division opened the tenders, and mine, which amounted to Rs 42,070 being the lowest, was favorably recommended and duly accepted by Government in the Military Department, Order No. 3932, dated 13th November 1866

In December 1866 a revised tender was called for, and of three tenders sent in, the one amounting to Rs 50,190, which provided for 9½ feet stalls, was accepted in Military Order of Government No 4371, dated 15th December 1866

Towards the end of December 1866, a further alteration was found necessary and Government in their Military Order No 103, dated 10th January 1867, sanctioned an additional sum of Rs 1,942-8 0

In March 1867, some slight alterations were ordered by the Major General, and in reply to Memo No 301, from Lieut Pennycuick, I stated that 300 Rupees' worth of work would be rendered useless in consequence

Under these circumstances, the tender for the Stables stands as under—

Tender for 9½ feet Stalls, dated 8th December 1866 .	50,190	0	0
Fixing the bressummers in chunam	440	0	0
Dividing one of the end Blocks into two....	1,942	8	0
Loss from certain alterations ordered in March 1867	300	0	0
Extra work ordered from time to time by orders particularized in Bill... . . .	3,543	6	0
Total Rupees	56,415	14	0
Deduct value of 3 double stalls not constructed ..	651	0	0
Balance Rupees	55,764	14	0

I sent in the above claim to Captain Wood, the Executive Engineer at Bangalore, with letter No 5 (herewith attached), and that Officer having refused to entertain my claim in Memo No. 311, dated 1st October 1868, I am compelled to appeal to you.

The communication alluded to in the 2nd para of Captain Wood's Memo is Docket No. 68, dated 20th July 1867, from Lieut Pennycuick, and if I might be permitted, I would beg to point out the great injustice contained in the conditions therein laid down.

I commenced the work under my accepted tenders, but nine months after I am asked either to finish the building for 4,254 Rupees less than what I was clearly entitled to, or to give it up; receive payment for work already done at reduced rates; forego my advances for materials; and by private arrangement with the future contractor for these stables, to transfer the materials already collected, at a discount These alternate hard conditions were imposed on me for no fault of mine, as will be apparent from the correspondence

In para. 5 Lieut Pennycuick says "the completion or resignation of the work is entirely optional," and at first sight it may appear that no coercion was employed, but immediately follows "no payment will be made upon the work until this Memo is replied to." As both the conditions laid down for my acceptance involved a loss, I elected to continue the work without payment, but on the 12th August 1867, all my works were ordered to be stopped until I gave a decided answer.

Had I still resisted—which I would have been perfectly justified in doing—I have not the slightest doubt but that all my works would have been taken away from me, and that I would have been involved in a Law suit against a Government Officer, which would blast my prospects in life, as I would then probably find no more employment in the Public Works Department

To show how Contractors are dealt with, I would beg most respectfully to draw your attention to the accompanying letter No 20, addressed by me to Capt. Wood. The circumstances of the case are briefly, 1st, I was asked to repoint the walls of the Bakery. I pointed out respectfully that the estimate rate, 2 Rupees per square, would not permit of better work, and that the pointing was 18 months old, and was not objected to by three successive Engineer Officers 2nd, I was asked to sign another Agreement for this work I respectfully referred to a Deed signed by me on the 29th April 1868, and refused to sign another On this, Captain Wood was pleased to order the Sub Engineer to take a Sepoy Guard, turn out all my work people, and seize all the materials on the work field. I was thus publicly disgraced for no fault whatever.

The present Contractor is a lad who cannot distinguish between a ground plan and section, who can neither read nor even speak English; and though he has had the work since the 21st August 1868, had entered into no *agreement* up to the 4th October, when I left Bangalore.

There are now due to me the sums as per margin for Bills submitted, and as I am put to the greatest difficulty from want of funds to continue my works at Bangalore, I asked the Executive Engineer for at least a part-payment of 20,000 Rupees until my claims were properly checked; but even this has been refused me, and I shall probably be fined heavily for the non-completion of the Hospital buildings according to the dates set down in my Contract-deed;

	Rs	A	P
Government Bakery	25,573	10	0
Subordinates Quarters	841	1	0
Dead House	235	14	0
Single Cook house	343	0	0
Double do do	483	0	0
Magazine, New Infantry Barracks	68	0	0
Final Bill for No 1 Block Infy Barracks	90	0	0
Refund on the two Wards	249	0	0
Cavalry Stables ..	4,254	0	0
Administrative Rooms	2,974	0	0
Total...	35,111	8	0

though the delay, if any, will be entirely owing to my just claims remaining unadjusted.

In conclusion, I beg most respectfully to request that you will kindly see that justice is done to me speedily; and that the Government be moved to express their disapproval of the unlawful proceeding on the part of their Executive Engineer, by which I have been publicly disgraced and my reputation and prospects materially injured.

I beg leave to remain,

Sir,

Your most obedient servant,

Contractor.

MADRAS, 8*th October* 1868.

DEPY ASST. QUARTER MASTER GENL.'S OFFICE,
MYSORE DIVISION,
BANGALORE, 31*st December* 1866

From

THE DEPY. ASST. QR. MR. GENERAL,
Mysore Division

To

THE EXECUTIVE ENGINEER,
Bangalore

No 915

The undersigned has the honor to return as requested in D O of this date from the Executive Engineer, letter from Mr. Lee regarding the extra expense that would be incurred by dividing one block of the new Stabling at the Race Course into two half blocks

2 The Major General has submitted the proposal to His Excellency the Commander-in-Chief, stating that the extra cost would be Rupees 1,942-8-0 as given by Mr. Lee in his letter now returned

3 The Major General requests that the centre blocks only may be proceeded with until His Excellency's orders regarding the blocks on the flanks are received

By order,

(Signed) W. R. MESHAM, CAPTAIN,
Dy Asst Qr Mr General

(True Copy)

(Signed) H TULLOCH, CAPTAIN, R E,
Executive Engineer, Bangalore

EXECUTIVE ENGINEER'S OFFICE,
BANGALORE, 26*th March* 1867

No 301.

MEMO.

Mr. Lee is requested to stop *at once* all work to the last two blocks of the Stables on the Race Course, that is, to the last of the double blocks, and the single one adjoining it, the two that cross the Nullah, as the General wishes these sites to be altered

Mr Lee will be good enough to submit as soon as possible a Memo. showing the amount that has been expended on these two blocks.

(Signed) JOHN PENNYCUICK, LIEUT, R E,
Executive Engineer, Bangalore.

No 5.

To

CAPTAIN H. W WOOD, R E.,
Executive Engineer, Bangalore

SIR,

In forwarding the final Bill for the Cavalry Stables, I beg to offer the following explanation

In October 1866 tenders were called for, for constructing these Stables, and Mr. S Lee's tender being the lowest, it was accepted by Government, and he was directed to proceed with the work.

The tender was for constructing 440 stalls, 8 feet wide each, and amounting to Rupees 42,070-0-0

After a certain amount of work was done, it was thought advisable to build the stalls wider, and agreeably to instructions, a revised tender was submitted on the 8th December 1866, for the following amounts.

To constructing 440 Stalls, 9 feet wide	Rs	47,466	0	0
Do do 9½ feet do	„	50,190	0	0
Do do 10 feet do . .	„	52,708	0	0

Fixing the Bressummers in chunam, Rupees 440.

The tender for the 9½ feet stalls was approved of by Government in the Military Department, and the work was accordingly proceeded with

Towards the end of December 1866, it was discovered that the arrangement of the stalls in seven Blocks did not suit the Military authorities, and the contractor was ordered to estimate the extra cost of dividing one of the blocks into two half blocks

This was estimated at Rs 1,942-8 and was forwarded by the Major General to His Excellency the Commander-in-Chief, as stated in letter No 915, from the Deputy Quarter Master General, dated 31st December 1866, and was duly sanctioned by Government

In March 1867, a further alteration in the Stables was ordered by the Major General, and I was instructed in Memo No 301, dated 26th March 1867, to state what amount of work would be rendered useless by this alteration The estimated loss was 300 Rs

Under these circumstances, the tender for the Stables stands as under —

Tender for 9½ feet Stalls, dated 8th December 1866	Rs	50,190	0	0
Fixing the Bressummers in chunam	„	440	0	0
Dividing one of the blocks into two	„	1,942	8	0
Loss from certain alterations ordered in March 1867	„	300	0	0
Extra works ordered from time to time as particularized in Bill	„	3,543	6	0
Total Rupees .		56,415	14	0
Deduct value of 3 double stalls not built.....		651	0	0
Balance Rupees...		55,764	14	0

I have been particular in describing the various changes ordered, as there seems to have been some mistake committed in preparing an Estimate for the Stables The various tenders were, I believe, forwarded through the Military Authorities and the orders of Government passed in that Department, and consequently no record of them in the Public Works Department I am led to infer this from Docket No 68, dated 20th July 1867, from Lieutenant Pennycuick, in which that Officer ignores the existence of the orders of Government accepting my tenders, and pronounces the whole proceeding as "highly irregular," probably from an impression that the acceptance of the tender rested with some local authority, and not with their Excellencies the Governor and the Commander-in-Chief

In reply to Lieutenant Pennycuick's Memo , I was compelled to write, that I was willing to accept the Estimate, as that Officer threatened to take away the work from me. I was, however, perfectly satisfied at the time, that the Government would not break faith with me, and I now put forth my claim in the full assurance that should you not have authority to pay me the sum due, an appeal to Government would secure the payment of this Bill

I beg to remain,

Sir,

Your most obedient Servant,

P. LEE,
Contractor

BANGALORE,
28th September 1868

BANGALORE, *1st October* 1868

To

MEMO No 311

MR P LEE,
Contractor

In acknowledging receipt of a so-called final bill for the Cavalry Stables from Mr. P. Lee, the undersigned has the honor to state, 1st, That the amount sanctioned by Government for that work was Rupees 50,400.

2nd That on July 20th, 1867, and again on August 12th, 1867, Lieutenant Pennycuick, R E, then Executive Engineer, Bangalore, informed Mr. Lee that it was optional with him either to complete the work for the sum sanctioned by the Government, or to throw it up, and be paid for the work executed by Mr. Lee up to that date

3rd That by Mr. Lee's own statement he elected to complete the work for the sum sanctioned by the Government

4th That under these circumstances he (the undersigned) declines to receive any claim from Mr Lee for further payment for the Cavalry Stables.

(Signed) H. W WOOD, CAPT, R.E,
Executive Engineer, Bangalore.

P. S.—The Bill is herewith returned.

Executive Engineer's Office,
Bangalore, 20*th July* 1867

From

THE EXECUTIVE ENGINEER,
Bangalore

To

Mr LEE

No 68

With a view to avoid misunderstanding, Mr Lee is requested to state distinctly, whether he undertakes to execute the Cavalry Stables on the Race Course agreeably to the plan and estimate, finally sanctioned by Government in their Order No 1395, of 8th May 1867 Two or three so-called tenders have been sent in for this work, but these tenders were prepared and (if accepted at all) accepted in a highly irregular manner, and moreover had neither* plan nor specification attached to them

2 They must therefore be considered as altogether superseded by the final estimate above referred to

3. If Mr. Lee is willing to continue the construction of the Stables agreeably to the plan and estimate, he may go on with the work, but if not, it must be given up at once, as the undersigned cannot accept the highly irregular and unbusinesslike tenders above referred to, as any authority on the subject at all

4 If Mr Lee prefers to give up the work, such work as has been done will be measured up and paid for at the rates allowed in the estimate, but no unused materials will be paid for, though such materials as have been collected may be transferred to the Contractor by whom the stables are eventually completed by a *private* arrangement between him and Mr Lee

5. It will be understood that the completion or resignation of the work is entirely optional with Mr Lee, but if he elects to complete it, it is to be on the distinct understanding that the sanctioned plan and estimate, and not any former tender, is to be the authority for the work

Mr Lee is requested to state as early as possible whether he prefers to continue the work or to resign it No payment will be made upon the work until this Memo. is replied to.

(Signed) JOHN PENNYCUICK, Lieut, R E,
Executive Engineer, Bangalore

* There is some mistake in this statement, as there was a Plan on which Sir Gaspard Le Marchant wrote "accepted," and a Specification accompanied the Tender

PATRICK LEE

No 20.

Without Prejudice.

CAPTAIN H. W. WOOD R. E

Executive Engineer

Sir,

In laying before you my claims on the Government Bakery works, I beg very respectfully to offer the following explanation in support of my demand and with the view of placing before you, in as clear a light as I can, the legal aspect of the question therein involved

First. With reference to the fine of 1000 Rupees imposed on me —These works were contracted for by Mr Standish Lee and transferred to me in March 1867. I carried out the Contracts satisfactorily under the orders of Captains Tulloch, Pennycuick and Mead. In April 1868 Captain Mayne, the then Engineer Officer in charge, called upon me to sign the Agreement marked **A.** according to which the Bakery was to be finished by the 1st July 1868. The building was not completed on this date and the reason is the following

The Agreement distinctly says that the work is to be done, "according to *Plans* and *instructions*" The only Plans given me are those I now send you marked **B.** and **C.** in which there are not sufficient working details to construct the 40 feet Iron truss for the end rooms. "Section on E. F. " which is the largest drawing of the truss, is entirely wrong. So much for the *Plans* furnished to me The *instructions* I got is contained in the paper D and according to which all the wood work was cut up.

Having no correct Drawing of the truss and cast-iron work required, I was obliged to engage a Mechanical Engineer and through the influence of a friend, got the work designed and made at the Perambore Railway Work shop The iron truss reached Bangalore in ample time for the completion of the work according to the stipulated time, but unfortunately for me, on fitting the wood work, (which was cut according to *instruction* D), it was found to be entirely wrong, scarcely a single scantling being long enough. The proper dimensions for the wood-work of this roof are given in appendix E. (drawn up by myself) and by comparing it with D. you will be able to judge of the loss I suffered by cutting up the wood according to instructions On discovering this, I lost no time in going to Madras to purchase fresh wood and with great difficulty succeeded in getting a few logs of the required length, (33 feet), and was working as expeditiously as possible when my work people were turned out and a sepoy guard placed on the work.

Under these circumstances it is quite evident that the delay in completing the Building, is entirely owing to no intelligible *Plan* being furnished and wrong *instructions* being given. I therefore contend that I have not rendered myself liable to the fine of 1000 Rupees and that the recovery of that sum from me was illegal It has also imposed a great hardship on me, by reducing the capital available for the carrying out of other works, the non completion of which will render me liable to a fine

not, and tha
formed, the Execu

5. For the Bakery
on examination with the es
been reduced by the Executive En
of the copy of the bill appended to C
nothing to lead them to suppose that
Mr. Lee's charges are not strictly corr
him to show cause to the Fo
Government have no
Engineer will
to show

In commencing the pointing of the chimney, Captain Mayne ordered the work to be done in a style much more expensive than that provided for in the Estimate. I did the work to his satisfaction, but I find that while I draw only 56 Rupees for it, the cost has been nearly 4 times as much Sorted colored stones were used for the piers and the quoins, in rustic work. No extra allowance is made in the Estimate for this ornamental work, but it was done without any demur to please the Engineer Officer then in charge I mention these things to prove that I have always done my best, even at a sacrifice of profits, to please my employers, and should have done the same for you had not your order, with reference to the pointing, been retrospective

If the cause of the work being taken away is owing to slow progress, I can prove by the station books of the Bakery that on the day the work was taken away there were the following workpeople employed on it.

16	Bricklayers
22,	Men Coolies
17.	Women Coolies
1	Pair Mill Bullocks.
8	Carpenters
3.	Sets Sawyers
4	Maistries

and if I were allowed to continue working, it would in all probability have been finished by this time; whereas, the present Contractor has not laid a single brick as yet though 1 month and 2 days have since elapsed.

If the cause is because I did not sign an agreement; I beg respectfully to refer you to the Deed signed by me on the 29th April 1868, and to inform you, that it is not usual for contractors to sign deeds of contract every 3 months for the same work.

From what I have stated above, which are simple facts, any unprejudiced person will see that I have been dealt with most harshly and unjustly. That instead of being fined, and *disgraced* by the sepoy guard being instructed to *drive out my work people* and to prevent any of them returning, I should have been commended for getting the Truss designed at my own expense—to save time—and for making every endeavour to rectify the error committed by wrong measurements being given me for the wood work

I shall be brief on the remaining points.

Commission on balance of Estimate. The breach of Contract rests with you, and I am legally entitled to a fair profit on that portion of the work which was forcibly taken away from me

Interest on 1000 *Rupees recovered from me* Under the agreement signed by me I was not liable to this penalty From this sum being retained by you I have been obliged to borrow, and I am entitled to recover the loss I have suffered by it.

Value of *Material* on *the work at the time* of *ejectment.* I had no *formal notice* to *quit.* On my refusing to *repoint* the walls and to *sign another agreement* you gave orders to Mr. Hudson to drive out every body belonging to me from the Bakery, and to place a sepoy guard over the works, I had not therefore the opportunity of securing or removing the surplus materials, and as your people took possession and are now working up my materials, not only for the Bakery, but for other repair works, I am clearly entitled to recover their value. The work was taken away on the afternoon of the 20th, and you gave strict instructions to the Sub Engineer that my people are not to be allowed to remove a single article, and it was not until the 24th August, or 4 days after I was turned out, that I received the Docket marked G. giving me the option of removing whatever Agambrum Pillay did not choose to purchase from me.

Increased rates charged for certain works. I did not Contract to build the Bakery for a lump sum, but on a schedule of rates, and I am entitled to receive, in-common with the other Contractors, the increased rates for works done since the receipt of orders sanctioning the revised dates. After passing these rates to me, there will be a balance of Rupees 6150 for completing the Building, which is more than ample.

Extra Works. These were all carried out on written orders, and formed no part of the original work as sanctioned.

I have endeavoured to put my case as impartially as possible before you, hoping that you will think proper to pay me without delay.

I remain,

Sir,

Your most obedient Servant.

P. T. Lee

CONTRACTOR.

Bangalore,
24th September 1868.

Second The work being taken away from me by force —I am yet ignorant of the real cause of this proceeding You asked me to re-point the walls of the Bakery and I pointed out to you the hardship that such a proceeding would entail on me, in a letter dated 7th July 1868 and now marked F I think I was perfectly justified in not doing the work over again. It was done about 18 months ago and passed by three Engineer Officers, and I had no gurantee that your successor would not order it to be done over again, flush with the wall, as it is at present The reason that I was ordered to do the pointing flush with the wall, was to prevent the lodgement of Bugs and the Insects which are so destructive to wheat The rate allowed in the Estimate is only 2 Rupees per square, and I beg to submit the work done is worth that sum fully

On my commencing the pointing of the chimney, Captain Mayne ordered the work to be done in a style much more expensive than that provided for in the Estimate. I did the work to his satisfaction, but I find that while I draw only 56 Rupees for it, the cost has been nearly 4 times as much Sorted colored stones were used for the piers and the quoins, in rustic work. No extra allowance is made in the Estimate for this ornamental work, but it was done without any demur to please the Engineer Officer then in charge I mention these things to prove that I have always done my best, even at a sacrifice of profits, to please my employers, and should have done the same for you had not your order, with reference to the pointing, been retrospective

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16 Bricklayers
22, Men Coolies
17. Women Coolies
1 Pair Mill Bullocks.
8. Carpenters
3. Sets Sawyers
4 Maistries

and if I were allowed to continue working, it would in all probability have been finished by this time; whereas, the present Contractor has not laid a single brick as yet though 1 month and 2 days have since elapsed.

If the cause is because I did not sign an agreement; I beg respectfully to refer you to the Deed signed by me on the 29th April 1868, and to inform you, that it is not usual for contractors to sign deeds of contract every 3 months for the same work.

From what I have stated above, which are simple facts, any unprejudiced person will see that I have been dealt with most harshly and unjustly. That instead of being *fined, and disgraced* by the sepoy guard being instructed to *drive out my work people* and to prevent any of them returning, I should have been commended for getting the Truss designed at my own expense—to save time—and for making every endeavour to rectify the error committed by wrong measurements being given me for [illegible] work.

I [illegible] on the remaining points.

Commission on balance of Estimate. The breach of Contract rests with you, and I am legally entitled to a fair profit on that portion of the work which was forcibly taken away from me.

Interest on 1000 Rupees recovered from me Under the agreement signed by me I was not liable to this penalty From this sum being retained by you I have been obliged to borrow, and I am entitled to recover the loss I have suffered by it.

Value of Material on the work at the time of ejectment. I had no *formal notice to quit.* On my refusing to *repoint* the walls and to *sign another agreement* you gave orders to Mr. Hudson to drive out every body belonging to me from the Bakery, and to place a sepoy guard over the works, I had not therefore the opportunity of securing or removing the surplus materials, and as your people took possession and are now working up my materials, not only for the Bakery, but for other repair works, I am clearly entitled to recover their value. The work was taken away on the afternoon of the 20th, and you gave strict instructions to the Sub. Engineer that my people are not to be allowed to remove a single article, and it was not until the 24th August, or 4 days after I was turned out, that I received the Docket marked G. giving me the option of removing whatever Agambrum Pillay did not choose to purchase from me.

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I remain,

Sir,

Your most obedient Servant.

Bangalore,
24th *September* 1868.

Contractor.

A.

I Patrick Lee Contractor residing at Choolay Bangaloie having undertaken the completion of the following buildings being erected under the Superintendence of the Executive Engineer Bangalore do now hereby agree and bind myself heirs executors &c. under a penalty of one Thousand Rupees for each work specified to complete them in a satisfactory manner according to *Plans* and *instructions* in a good and workmanlike style, agreeably to general (printed) Conditions laid down in the Office for Contractors by the several dates respectively set opposite their names and I hereby further authorize the Executive Engineer for the time being to deduct any such above mentioned fines that I may render myself liable to from any of the amounts that may fall due to me for works performed

DATES OF COMPLETION.

1	Bakery	1st July 1868.
2	Administrative Rooms and Colandes	* * *
3.	Double separate wards with cook house	* * *
4	Single cook house ..	* * *
5	Medical Subordinates Qrs	* * *

(Signed) PATRICK LEE

Witnesses.

D.

Dimensions of Timber for Two End Rooms in the Government Bakery Bangalore.

PARTICULARS OF WORKS.	Number.	Measurements		B.	H	Content	Total.
		Each	Total				
Common rafters over the Truss of the Bullock Room.	4	25'	100'	4"	6"	16 8 0	
Hip Rafters	4	29'	116'	4"	6"	19 4 0	
Jack rafters on the average.	8x14	13	1456	4"	6"	242 8 0	
Pole plate with lapping . ..	4	46	184	6"	6"	46 0 0	
Purlins with allowance for seating.	4	32	128	6"	6"	32 0 0	
Do do do	4	22	88	6"	6"	22 0 0	
Do do do	4	12	48	6"	6"	12 0 0	
Total Teakwood over 1 Truss .	. .	.			..	390 8 0	
Do do 2 do	..		.	...	.	.... .	781 4 0
Principal rafters with allowance for Seating &c	4	$25\frac{1}{2}$	102	$6\frac{1}{4}$"	$8\frac{3}{4}$"	38 8 10	
Do Hip rafters .	4	$29\frac{1}{2}$	118	$6\frac{1}{2}$"	9"	47 11 3	
Total Teak wood... ..	.. ..	. ...		.	.. .	...	86 8 1

E.

Dimensions of Timber for the Two End Rooms in the Government Bakery Bangalore.

PARTICULARS OF WORKS	Number.	Measurements. Length, Each	Length, Total	B.	H	Content	Total
Common rafters over the Truss of the Bullock Room	4	25 6	101	4"	6"	1o 10 0	
Hip Rafters Do	4	31 0	124	4"	6"	20 8 0	
Jack rafters on the average	112	14 6	1624	4"	6"	270 0 0	
Pole plate with lapping	4	44 0	176	6"	6"	44 0 0	
Purlins with allowance for seating.	4	32 0	128	6"	6"	32 0 0	
Do do do	4	22 0	88	6"	6"	22 0 0	
Do do do	4	11 0	44	6"	6"	11 0 0	
Total Teakwood over 1 Truss						416 6 0	
Do do 2 do							833 0 0
Principal rafters with allowance for Seating &c.	4	25 0	100	6¼"	9"	39 9 0	
Do Hip rafters	4	32 6	130	6½"	1"	70 5 0	
Total Teak wood for one Trusses						110 2 0	
For two Trusses							220 4 0

F.

To

CAPTAIN H W WOOD R E
Executive Engineer.
Bangalore.

Sir,

With reference to your order to repoint the walls of the Bakery I beg to inform you that I am perfectly willing to do whatever you order with reference to works *to be done* or *under execution* The pointing in question was commenced in Captain Tullock's time and has met with the approval of both Lieutenant Pennycuick and Captain Mead. *Under these* circumstances I beg most respectfully to inform you that I am sorry I cannot do the work over again

Hoping you will kindly excuse me for not answering yesterday as promised as I only returned from Madras last night.

I beg to remain,
Sir,
Your most obedient servent
(Signed) P. LEE

Bangalore,
7th July 1868

Contractor

G.

Bangalore 24th August 1868.

From

THE SUB ENGINEER,
Bangalore.

To

MR. P. LEE,
Contractor.

No 78.

Sir,

Bakery Any materials belonging to this work that Agambram Pillay may not negotiate with you for must be removed within 24 hours. This is the Executive Engineer's Orders,

I have the honor to be
Sir,
Your most obedient Servant.
(Signed) F. HUDSON.
Sub Engineer.

No. 1868 Delhi.

From No. 4086

H. P. LEE,
Commdr, Engrs

To

COLONEL C. A. ORR, R. E.,
Secy to Govt, D. P. W.

Dated 6th
Received 22 October 1868

Enclosures 1 Bill for Cavalry Stables

Sir,

Sirdar Ujjal Singh has been refused for Rupees 1250 due to him on the Cavalry Stables Tenth Bill as regard was undertaken by him, and I am, under certain circumstances, ordered, according to the agreement to pay Rupees 5111-6 Sunds the cost of the work, and I have forwarded the Bill for payment for the amount and I am unable by local enquiry to ascertain lawfully owner but must pay said sum to any one claiming the work.

Referred

Rupees 1250

Rec'd from Lieut Colonel H. P. Lee, Commanding Royal Engineers, Delhi Division the sum of Rupees One thousand two hundred and fifty only being the amount of Sirdar Ujjal Singh's Contractor's Bill for Cavalry Stables, Delhi.

Dated Camp Delhi 23rd October 1868

Witness

Sirdar Ujjal Singh

Rupees 1250

Received payment

Lieut & Adjt R.E.

FORM H.

CONTRACT CERTIFICATE.

~~Turcoman~~ Range.

Name of work - Constructing Government Bakery

Name of Contractor

Authority for work, Estimate Rupees sanctioned

Number of last Certificate granted for this work, No

Total quantity of work executed up to date

No in Progress Report.	Quantity	Items.	Rate Rs	A	P	Per	Amount Rs	A	P
		Government Bakery							
	27847	Cft of Excavation	a	a	1	Cft	145	a	7
	24942	Do Foundation Stone in Chunam	a	2	a	do	3117	12	a
	11422	Do Basement Do	a	2	2	do	1426	11	8
	~~10664~~	Do Superstructure Do	a	3	a	do	~~1999~~	~~12~~	6
	13112	Do Brick in Chunam Jaccadanted with Table Made bricks	a	2	7½	do	2376	15	a
X	7398	Cft of Ordinary Brick in Chunam	a	2	4	do	1078	9	4½
	1771	Do of Arch work Stone in Chunam	a	6	a	do	~~477~~	10	a
	982	Do of Do in Table Made Brick	a	5	8	do	387	9	a
	6	Columns 15' 4" in Diam Complete	11	15	a	Do	171	10	a
a	90 13/100	Sqre of Plastering with 2 Coats Lime mortar ceiling	1	a	a	Sqre	248	3	6
	72 27/100	Sqres of Plastering with 2 Coats	2	8		do	200	6	9
	27009	Sqre feet of Dressing Stones	a	4	a	Cft	1996	12	a
	1776	Cft of Ordinary Brick in Chunam	a	2	4	Cft	258	2	a
	587	Do for Pathways							
	687	Do of Arch work in Chunam	a	4	a	do	771	a	a
	3848	Sqre of Painting the walls	2	a	a	do	770	a	a
*	1075	Do Painting the Floor with Granite	10	a	a	do	1075	a	a
	873	Cft Fire brick masonry in Flights	a	4	6		218	8	a
	29½	Do Arch work in Fire bricks	a	8	a		14	a	a
3	33093	Do of Grancilling for the Inclosure & for the Ramps all round	a	a	5		861	11	6
	780	Rft of String Course of Cut Granite	a	10	a	Rft	487	8	a
	895	Cft of Brick Work in Mud	a	1	6		560	12	6
	1918	Rft Beading	a	3	a		359	10	a
	2145	Cft of Teak Wood wrought & put up	3	2	a		669	6	a

C Q

No in Progress Report	Quantity	Items	Rate. Rs	A	P	Per	Amount Rs	A	P
	14	Cft of Sea Kuwood ~~Jute gh Jamaica~~	1	0	0	Cft	14	0	0
	132 64/100	Sqrs of Terracing							
	3								
	26269	Cft Filling in Close	0	0	1½	Cft.	~~1 1~~ 08	6	2
	44,372	Rft of pipes	0	3	0	Rft.	2 2 1	4	0
		~~Trusses for the end rooms~~							
This item is included in the second Page	2	Cast & Wrought Iron trusses in the tie rods Rafter Socks to Stones Sunk cleats Nuts & ~~Cft of Teak~~	979	0	0	each	1958	0	0
	263	Cft of Seakuwood ~~Jute gh~~ Sqrs at	8	2	0	Sqr	920	0	0
	161	Cft of Teak ~~Kuwood~~ Jamaica	3	6	0	do	537	0	0
	2	Pair of Pannelled doors of the	25	0	0	each	50	0	0
	2	Pairs Pannelled & Venetioned doors ~~In Complete~~ with glazed Sashes Complete	65	8	0	do	131	0	0
	6	Pairs of Pannelled & Venetioned doors with glazed Semicircular Sashes Complete (4X8)	49	0	0	do	294	0	0
	6	Do (4X8) Not finished	46	0	0	do	276	0	0
	~~1~~	~~Do Do 4X8~~	~~43~~	~~0~~	~~0~~	~~do~~	~~43~~	~~0~~	~~0~~
	1	Do of Frames (4X8)	13	0	0	do	13	0	0
	6	Pairs of Pannelled Venetioned Doors with Semicircular Sashes Complete (4X7)	43	4	0	do	259	8	0
		~~Do Do Semi Circular Sashes~~							
	2	Pairs of Pannelled & Venetioned Doors without Sashes (4X8) Complete	42	0	0	do	84	0	0
	1	Pair of door shutters							
	8	Pair ~~Do of Partition Doors~~	37	0	0	do	296	0	0
		Pairs of casing Sashes Hung with glazed shutters inside & Venetion outside with glazed Fanlights	54	0	0	do	54	0	0
		These items put Premium vide Mem 375/81 87							

Carried Over

B Q

	2	Windows barred with glazed shutters inside & Venetioned outside with glazed fan lights (without flaps	50	0	0	each	100	0	0
	1	Door of Pantroom (3X6)	~~22~~	~~8~~	0	do	~~22~~	~~6~~	
	2	Windows Batton (3X4)	~~15~~	0	0	do	30	0	0
		~~Do with Circular top Sash~~							
	1	~~Do~~ glazed shutters (5X4)	45	0	0	do	45	0	0
	3	Do Do (4X4)	37	0	0	do	111	0	0
	4	Do Do 4X3	33	0	0	do	132	0	0
	42	Sqrs of green painting with one coat only	3	0	0	Sqr	~~51~~ 126	~~5~~ 6	0
	247	Sqrs of Wood oiling 2 Coat	2	0	0	do	494	0	0
	33	Granite plates underneath the Beams	0	4	0	each	8	4	0
	1								
9									
			550			do	550		
		~~Do Brackets~~ Intervals ~~Gable~~ this work with all the necessary Intervals	20	0	0	do	~~254~~ 20	~~5~~ 0	0

Flues

	1272	Cft of Excavation	0	0	1	Cft.	6	10	
0	3/87	do Brick in Mud Foundation and Basement	1	6	2	Cft.	~~2~~ 2 ~~2~~ 277	~~2~~ 1	
This was not done	922/2	Do do Superstructure	0	2	6	do	115	3	

Carried Over

Brought forward

12	767	Cft. of Arch work in fire bricks		3		Cft.	143	12			
	1040	Do fire Clay					156				
13	1925	Fire Bricks	2	5		100	314	8			
	5.36 22	Sqres of Plastering with 2 Coats & whitewashing					50	8			
			2	10	6	Sqres	58	7			

Chimney

	5808	Cft. of excavation			1	Cft.	30	4			
	2736	Do Stone in Chimney foundation		26		do	427	8			
	2236	Do Bricks in Chimney do		24		do	305	6 8			
	5428	Cft. of Specially prepared Bricks in Chimney for Shaft		63		do	2120	5			
	27	Cft. of Arch work in Chimney		4		do	6	12			
	28	Sqres of Pointing	2			do	56				
	130	Rft. Cornice work		80		Rft.	85				
14		~~Foundations for dressing the Stone & setting them upon the ground when required~~					775				
	part 9						2950				
	*	For Constructing 12 Ovens with foundation & Complete	485			each	5820				
		Total for Lower Story Rupees									
		Those items are charged agreeably to Items No 8 & 9 Sept 1867									
	*	There are only 11 Ovens at present ovens removed & rebuilt under the orders of Captain Baikie									

Upper Story

	2286	Cft. of Stone in Chimney			3		Cft.	228			
	2430							405	10		
	9343	Do of Table Made bricks in Chimney			27½		do	1532	13½		
	670	Do of Arch work do			5 8		do	195	15		
	602	Do Ordinary Bricks in Chimney			24		do	87	12 8		
	44	Do of Arch work in Chimney			4½		do	11			
	1815	Do of Do Stone in Chimney & Recedes of Vessels			6		do	605	10		
	81 87/100	Sqres of Plastering & whitewashing	2		38		Sqres	217	7 6		
15	6953	Sqrs ft of dressing the Stones			4		Sft.	1738	4		
	193 3/4	Sqres of Pointing the exterior of the Stone work	2				Sqres	387			
16	928	Rft of Cornice in Table Made bricks			8		Rft.	400	8		
	17	Teak wood trusses with Segmental tiles	158				each	2686			
	2	Rft trusses	119				do	238			
	13 49	Cft. of Teak wood wrought & fixing	3		8		Cft.	4728	8		
	1020 1400	Nails 9" long			9		each	54	9		
	44 2/100	Sqres of Terraceing & Complete	27		8		Sqres	1211	17		
	84 20/100	Do of roofing with one Course of Tables with Teak wood rafters Nails & Chimney boarders Complete	16				do	1347	2		

Carried Over

Brought forward

38	Stones under the Trusses		4	each	9	8
18 3.20 15.00	Sqres of green (Sundyris) Flooring 2 Coats	5	6	Sqre	165	32
1.80 1.00	Do of wood oiling	2		do	3.20	4.6
	Railing in the Verandah					
19 5.73	Cft of Teak wood curved Hand rail	3	8	Cft	258	13
892	Rft of Iron Stanchions		6	Rft	222	
12	Pairs of Pannelled & Venetioned doors with Semicircular Tops (4X8)	49		each	588	
4	Do Do (5X8)	65	8	do	262	
1	Do Do (4X6)	30		do	30	
120	Pairs of windows barred with glazed shutters inside & Venetioned outside	54	12	do	1895	
	Total of Upper & Lower Stories Rupees	3795	14	8	12779	2 4
	Sundries at 5 per cent.	177	4		639	12
	Grand Total Rupees	6207			7643	

Extra Work

Removal of Stair Case from front Verandah to Yeast room Ordered in Letter No 6178 16th July 62. from Captain Hawkes.

22 1/2	Cft of Teak wood curved Hand rail	3	6	Cft	79	10
1.52 100	Rsqres Flooring (4 ply)	2		Sqre	3	
15.32 2.00	Sqres of returning with Brickwork	27	8	do	68	12
112 1/2	Cft of Stone in Chunam removed		6	Cft	3	6 3
112 1/2	Do Do (retinth) with old Stones.		2	do	21	5 4

Carried Over

Brought forward

	Removing the flat arch over the round Case in Drawing room					10
1	Sqre Terracing round in Yeast room	2		Sqre	2	
	Sundries				6	15 6
	Total Rupees				190	

21	Circular Stair Case done in Captain Hawkes time agreeable to Letter No 5178 16th July 62.					
	Sqres of Terracing round Yeast room					
	two Stair case in Front verandah	2		Sqre	2	
60	Cft of Stone in Chunam removed		6	Cft	1	4
60	Do Do retinth		3	do	11	4
1	Sqres of returning with brickwork edge	27	8	Sqre	27	8
	Sundries				2	6
	Total Rupees				45	

Closing arches over in Drawing room Vide letter No 5178 16th July 62 from Capt Hawkes

36	Cft brick in Clay		2	Cft	1	6
132	Do Do in Chunam		2 4 2 7	do	22	11
1.52	Sqres of Plastering with 2 Coats & retinth washing	2	10	Sqre	3	8
80	Cft Brick in arch over Closing doorway on Yeast room		2 4 2 7	Cft	13	12
80 100	Sqre Plastering & retinth washing	2	10	Sqre	2	2
	Sundries				2	8 11
	Total Rupees				49	

Carried Over

Brought forward

Vide Memo No 83 dated 22nd Feby 1868.

25 7/12	Cft of brick masonry		2	9	Cft	64	4 7
3 1/100	Sqrs of plastering bottom coat & whitewashing		2	10 6	Sqrs	8	12 8
82/100	Sqrs pointing with flags		10	— —	do	8	8 4
157 1/2	Cft brick in Clay		—	1/2	Cft	39	6 —
14	Rft of Fire places		2	2	Rft	28	— —
16	do of back places		1	— —	do	16	— —
1	Baking Ovens removed to make place for the yeast room		20	— —	each	20	— —
	Sundries					7	6 3
	Estat Rupees					192	— —
	Flooring the Queen room Vide Docket No 85 dated 22nd Feby 1868						
22	19 28/100	Sqrs of preparing the floor for Asphalting by laying a levelling Course of Wood brick & Concrete	6	— —	Sqrs	96	6 4
9 64/100	Sqrs of Breaking up flooring & asphalt the Queens Vide Docket No 1838 dated 22nd Feby 1868		2	— —	do	19	5 5
110 1/2	Rft of Breaking Asphalt flooring Close to the wall to make channel		—	4	do	27	10
9 64/100	Sqrs of asphalt flooring 3/4 inch thick		20	— —	Sqrs	192	6 4
110 1/2	Rft of laying a channel with asphalt		1	10	Rft	110	8

Carried Over

Brought forward

35 1/2	Sqrs of Flag flooring removed to Construct Cross Channel with asphalt		2	— —	Sqrs	1	— —
	Breaking hole in wall for passing the channel through					1/2	— —
16	Rft of Masonry Channel		—	8	Rft	8	— —
	Constructing a Masonry Cistern 3X3 supplying under frame					10	— —
	Sundries					9	— —
	Estat Rupees					28	11 11
						506	— —
23	Fixing 2 large stones in the bullock room according to the instructions of the Mechanical Engr in charge of Bakery including 1 large stone in Machinary room					65 55 50	— —
	Removing 2 large stones in the Bullock room by order of Captain Wood Vide Memo No 225 dated 25th July 68					25 6 20	— —
	Estat Rupees					100	— —
	Stones supplied as directed in Memo No 128 dated 1st Augt 1868						
2	Stones of such size as to dress 9X4 1/2X1 1/2		121	8 —	each	243	— —
1	Do Do 10 1/2X4 1/2X1 2/3		187	8 —	do	187	8 —
	Carting 2 Stones from the Rock to Bakery		10	— —	do	20	— —
	Sundries					19	8 —
	Estat Rupees					470	— —

Carried Over

			Brought forward														
			Chimny - Vide Memo No 84 of the 9th Sept/67.														
25																	
	1444		Cft of removing Bricks in Chimney				6	Cft	45	2							
	902		Do of reloading excatd Do				26	do	140	10							
			Sundries						8	4							
			Total Rupees						194	0							
			Hip rafters Made thick vide														
			Memo No 7728-8-67														
	92/4		Cft of Teak wood brought & put up			3	8	Cft	34	2							
			Sundries						1	14							
			Total Rupees						36								
			Converting doors into windows vide														
26			docket No 72 dy 5-8-67														
	150		Bricks in chunam Jandsmith														
			Table Inside bricks				27/4	do	22	29							
	3/4		Type of Plastering & whitewashing			2	10	Type	1	15							
	1		Windows with glazed shutter (5x5)			29	4	each	29	4							
	5		Do Do (4x4)			20	-	do	100	-							
			Sundries						8	25							
			Total Rupees						164	0							
27			Asphalt floor for Granary vide														
			docket No 183 dy 22-2-68 -														
	3-40/100		Type of preparing the floor for Asphalting			3	8	Type	190	00							
	5-30/100		Sqrs of Asphalting with 3/4 inch thick			20	-	do	1084	-							
			Sundries						63	153							
			Total Rupees						1340	-							
			Carried Over														

			Brought forward														
			Supplying Lightning Conductor to the														
			Chimny Vide Memo No 2087 15th April/68														
28	115		Rft of Copper Lightning Conductor														
			3/2 inch broad								1	8	Rft	172	8		
29	30		Rft of Iron rods attached to the														
			end of Conductor								-	8	do	15	-		
	180		Cft of Excavation								-	1	Cft	-	15		
	180		Do of Filling in trench with										Cft	22	8		
			gravel & charcole								-	2	Rft	10	8		
	4		Cast Copper rod Conductor								2	8	Rft	10	8		
			Cooly for putting up scaffolds from														
			60 ft above the ground upto 100 ft														
			which had been taken down														
			when the order was given for														
			the Conductor													40	-
			Connecting the Chimney for receiving														
	2		Ds Wooden blocks for fixing														
			the Conductor								-	8	each	12	-		
	35		Copper cleats								7	-	do	35	-		
			Insulator Coats for putting up 115														
			feet of Conductor								-	40	Rft	28	12		
	330		Rft of 1/4 inch iron rods fixed														
			in the interior of Chimney								-	8	-		165	-	
			Sundries												22	14	
			Total Rupees												500	-	
			Carried Over														

Brought Forward

Cleaning archeways up stairs where the Railway passes on to the North Verandah.

165		Cft. Brick in chimneys	0	2	4/8 cft.	28	5/9
2	20/100	Lgths of Plastering & whitewashing	2	10	6 lgth	5	
						1	12/9
						36	

Sundries

Total Rupees

33		Covering the archways over the Centre doors & (5X8)	4	0	each	20	
		Raising the Sills of 4 Windows in the upper floor of Machinery room	8	0	do	32	
						8	
						60	

Sundries

Total Rupees

Folios Vide docket No 7285 25th July 68

34	155	Cft. of Brick in Chimneys	0	2	4/8 cft.	322	4
	10-9/-56	Do of Arch work in do	0	4	0	266	6/4
						141	12
						28	11/9
						20	13/6
					606	429	

Sundries

Total Rupees

Bullock room. This work was rendered necessary from the Plan being wrong.

112		Cft. brick in Chimneys round at the 4 Corners for imbedding the Irons	0	0	6	5	8

Carried Over

Brought Forward

112		Cft. of rebuilding with Brick in Chimneys	0	2	4/8 cft.	18	
65		Cft. of brick in Chimneys for raising the walls all rooms	0	2	9 do	11	2/9
16		Stones at the Corners for supporting the Iron bresses	0	8	each	8	
						2	5/6
						43	

Sundries

Total Rupees

Supplying stones vide docket No 2260 25th July 1868.

1		Stone to dress 3X3X1.4/12"	12		each	12	
3	Do	1X2X0-8"	2	8	0	6	8
2	Do	1/2X2.1/2X1'	1/2	0	8	8	
		Dressing				2	
						28	

Sundries

Total Rupees

Extra Work - Abstract

Items

Items	Quantity	Total Quantities	
Removal of Stair Case from front Verandah	190		
Alteration & Erection of Circular Stair Case	45		
Closing archway in Machinary room	49		
Necessary room			
Flooring the Oven room	192		
Fixing & removing Large stones	505		
Stones supplied	100		
Chimney	2140		
Fix rafters Made thicker	194		
Converting doors into windows	36		
Flooring the granery with asphalt	16½		
Supplying Lightning Conductor to Chimney	1142		
Closing Archway Upstair	300		
Louvering & arches over the large doors	86		
Flues	21		
Bullock room	65		
Supplying stones	555		
	41½		
	28		
Total Rupees			

No in Progress Report	Quantity	Items	Rate Rs.	A	P	Per.	Amount Rs	A	P
		Abstract of Bill							
		Total for upper and Lower Stories					7626	0	0
		Commission at 10 per Cent on Balance at Estimate (Rs 8845)					885	0	0
		Amount of fine illegally imposed					1000	0	0
		Interest at 12 Per Cent for 3 Months					30	0	0
		Extra work					4326	0	0
		Materials on the works at the time it was forcibly taken away as per list attached					2002	0	0
		Grand Total Rupees					34482	0	0
		Deduct amount received					5890	0	0
		Balance now due					25573	10	0

W. S. Lee
Contractor

Taluq Overseer

Certified that the preceding claim is correct, that the measurements have been made by me, and that the work has been satisfactorily performed.

Taluq Overseer.

REMARKS BY RANGE OFFICER.

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Range Officer.

MEMORANDUM OF PAYMENTS MADE.	Rs.	A	P	Rs	A.	P
Total value of work done						
Amount of previous payment, from last Certificate				24482	10	
Payments now made ...	58909					
	25573	10				
				81482	10	
Balance due to me				None		

Received Rupees ~~Twenty five thousand Five hundred & Twenty three~~ ~~only, on account of this work~~ ten only on account of final settlement of all demands.

186 .

L & P Lee
Contractor.

Bangalore
21st September 1868

Materials on Hand. 19

Particulars		Rate	Amount
5 Large water Casks		7 - 0	35 - -
2 Rules		- 12 -	1 - 8 -
1 box Rule		1 - -	1 - -
2 Sets of Chunam Mills with Chains Complete		25 - -	50 - -
2 Sets of Chunam Mills		1 - -	31 - -
31 Jungle wood Posts		1 - -	9 - 0
63 Flooring Flags (large) @ 7 per Pc		1 - 0	10 8 0
40 do do small @ 10 -		1 - 0	3 8 0
27 do do @ 7/6 -		1 - 0	2 8 0
70 Dressed flags @ 6 -		1 - 0	6 - 0
30 Carts of Sand @ 5 -		1 8 -	36 - 0
31 Carts of Chunam (Morton) per cart.		2 - 0	2 - 0
1 Cart of grains & Cheeman		- 8 -	7 8 0
15 Carts of granite Jetty per cart.		1 12 0	6 2 0
3500 Ogre tiles	per 1000	1 12 0	1 6 0
500 Cantiles		- - 0	1 4 0
375 Wall bricks Best	per 1000	2 - -	120 0 0
600 Fire bricks	per 1000	1 8 0	16 - 0
3000 Stones for foundation	per 100	25 - -	104 4 0
417 Scaffolding Jrattungahs		- - -	2 4 0
18 Pieces of do	each	10 - 0	80 - -
8 Casuarina Posts		3 - 0	24 - 0
7 do		3 - 0	6 - -
2 Pair of Jungle wood	per 100	1 8 0	30 0 0
2000 Scaffolding ropes	each	- 3 0	37 8 0
200 Pairs of Slaps	pair	- 12 0	24 - 0
32 Pairs of Iron Hinges	each	1 - 0	9 - 0
9 Empty Oil Iron Drums		- 6 0	5 10 0
15 Pairs of large wooden Hooks			

~~1 Iguetite frame~~		4 —	4 —	
7 Asphalt Caldrons (Large		5 —	35 —	
2 Do Do small		2 —	4 —	
4 Large ropes each		2	8 —	10 —
200 Venetian Hasps	per 100	4 —	8 —	
2 Iron Jack Iron Bolts		8	1	
6 " 1 1/2 Do Do		6	2	4
2 " 1 Do Do		4	12	
6 Carts of Teakwood shavings		2 —	12 —	
~~133~~ Cft. Teakwood wrought		3 4	5	5
~~132~~ Do of Sawn Teakwood in pieces		2	8	4 30 —
~~100~~ Cft of Teakwood rafters		2	8	102 8
11 Cft of Teakwood for the Machine room		3	8	38 8
2 Common Carts		20 —	40 —	
Sundry articles of Handware			16 —	
	Total Rupees		2002	

True Copy

Exd. Engr. Bangalore

Copy of

attached to the agreement

Articles of Agreement ~~entered into the~~

signed this day of 29th April in the year one thousand eight hundred and sixty eight ~~Between~~ by

Patrick Lee

of the one part, and the Executive Engineer of Bangalore, on behalf of the Government of Madras of the other part.

WHEREAS the said Patrick Lee

(hereinafter called Contractor)

proposed to the said Executive Engineer of Bangalore in consideration of the payment of the sum of Rupees Two thousand two hundred and eight (Rs 2208) Current Coin on the undermentioned works to be made to him as hereinafter mentioned, to execute the works, to abide by the forms, and fulfil the terms, agreements, conditions, and provisions hereinafter set forth, (that is to say).

To complete the following Buildings as specified in the agreement attached viz

	Date of completion
1 Bakery	1st June 1868
2 Administrative Rooms with steades	1st November 1868.

		Date of completion
3. Double separate wards with Cook house	——	10th May 1868
4. Single — Do —— Do ——		10th —— Do ——
5. Medical Subordinate Quarters	— 10 R —	Do —
6 Out houses & Dead houses	- 10 R —	Do —

GENERAL CONDITIONS.

Interpretation

1. In this Specification the word "Government" shall be held to mean the Government of Madras, and the word "Engineer" shall be held to mean Captain Jasper Otway Deane of the Royal Engineers or other the Engineer for the time being duly authorized by the Government to act as Engineer in the construction of the intended works.

Drawing and Specification

2. The Drawing and Specification are to be considered as explanatory of each other, and should anything appear in the one that is not described in the other, no advantage shall be taken of any such omission, and the Contractor so to consider in forming his Estimate The written dimensions on the drawings are in all cases to be preferred to the scales in computing the quantities Should any discrepancies, however appear, or should any misunderstanding arise as to the meaning and import of the said Specification or Drawing , or about the quality or dimensions of the materials, or the due and proper execution of the works, or as to the measurement or quantity and valuation of the works executed under this contract, or as extras thereupon, or deductions therefrom, the same shall be explained by the Engineer, and this explanation shall be final and binding upon the Contractor, and the Contractor shall execute the work according to such explanation and with or without charge or deduction to or from the Contract, as the Engineer shall decide and assess

Contractor to verify the Drawing

3 The Drawing is supposed to be correct, but the Contractor to verify the same should he think fit so to do. as he will be held responsible for the consequences of any error contained therein, or omission therefrom

Foreman

4. The Contractor shall, during the progress of the works provide and keep one or more competent foreman or foremen to be approved by the Engineer to superintend the works and to remain constantly during the hours of work upon the premises. Should there be no foreman or foremen on the premises while the works are in progress, the Engineer shall be at liberty, and he is hereby authorized, to employ a foreman or foremen at the expense of the Contractor .

Setting out Works

5. The Contractor to set out and keep correct the works in every particular, according to the Drawing herein specified, or to drawings that may be supplied, or the directions that he may receive from time to time, and to be held responsible for the correctness of the same throughout the whole term of this contract.

6. The Contractor to be at the expense of all materials, labour, carriage, implements, and other matters and things of every description, that may be requisite for executing, constructing, carrying on, and completing the works, and to pay the wages of all the people employed on the works. Providing materials, labour, &c

7. All the works are to be executed in the best, most sound, and most workmanlike manner with materials of the very best quality of their respective kinds in order to ensure which they are to be tested from time to time during the execution of the works, by such machines, instruments, appliances or means as the Engineer may direct. Work to be done in best manner

Materials to be tested

8. The Contractor shall commence the works and carry them on at whatever point or points the Engineer may point out, but none of the works are to be commenced without a written order, signed by the Engineer, and the time hereinafter specified for the completion of the works is to be computed from the date of the first of such orders Commencement of works

9 The care of all the works, until their completion, is to remain with the Contractor and he shall be held responsible for all accidents of whatever nature or kind that may occur during the progress of the works, and for the making good of all damage and defects occasioned by carelessness, or from bad, or insufficient, or improper materials, bad workmanship, or any other cause whatsoever, and whether such damage or defects may be or might have been discovered during the progress of the said works, or in consequence thereof, or shall appear or be known after the completion thereof, or whether payment may have been wholly or partially made, or the works approved as supposed to have been properly done; and no certificate or approval of any work or portion of the work, or bill passed for payment by the Engineer or overseer or maistry or other Officer employed under the Engineer shall affect or prejudice the right of the Government against the Contractor , or be considered or held as at all conclusive as to the sufficiency of any works or materials Responsibility

10 No materials, matters, or things brought on the premises, which shall be suitable and proper to be used in, or about, or for carrying on, the works, shall on any account or pretence whatsoever be taken away by the Contractor without the special consent of the Engineer in writing, such materials, matters and things being the property of the Government The Contractor shall moreover be responsible and chargeable for any thing that may be stolen, removed, broken, or destroyed during the progress of the works. Materials not to be removed from works

Contractor answerable for things stolen, &c.

Openings for examination

11. Should the Engineer require it for his more perfect satisfaction, the Contractor shall, at any period during the continuance of this contract, make such openings, and to such extent, through any part of the works as the Engineer may direct, and which he shall make good again to the satisfaction of the Engineer Should the works be found faulty in any respect in the opinion of the Engineer, the whole of the expenses thereby incurred shall be defrayed by the Contractor , but if otherwise, by the Government.

Contract not to be assigned or underlet.

12 The Contractor not to assign or make over this contract to any other person, nor to underlet to, nor make a subcontract with any workman or workwoman, for the execution of any part of the work, but he is to employ his own workpeople for the labour thereof, who are to be paid by him in wages by the day And in case the Contractor assign or make over this contract, or underlet or make a sub-contract contrary to this agreement, he shall forfeit to the Government the sum of

Rupees, which shall be deemed liquidated and ascertained damages, and may be recovered by action, or deducted by the Government from any sum or sums due, or to become due to the said Contractor under this contract, or otherwise, howsoever, and should the Contractor or his agent give any gratuity to any Officer or Servant of the Government, the Government shall be at liberty to determine this contract, and the Contractor shall forfeit to the Government the sum expressed in his bond, as liquidated damages for the non-performance of this contract

Gratuities not to be given

Specification and Drawing to be adhered to

13. No part of the work shall be altered from that shown on the Drawing or described in this Specification, without the express sanction of the Engineer in writing, but should it be deemed expedient by the Engineer, at any time while the works are in hand, to increase or diminish the dimensions, quantity of material, or work, or alter the situation, or vary the form or dimensions of any part of the said work, he shall have full power so to do, and to order and direct any such increase, diminution, or alteration to be made and that without in any way vitiating or affecting this contract, and the Contractor shall in pursuance of such order and directions as he may receive in writing, but not otherwise, execute the works thereby ordered and directed, and in conformity therewith, and the difference of expense occasioned by any such increase, diminution or alteration so ordered or directed, shall be added to or deducted from the amount of this contract agreeably to rates to be decided by the Engineer, but if any extra, or additional, or different works be proceeded with or executed by the Contractor , without previous orders given in

Alteration of work

Written orders for extras

writing under the hand of the Engineer, no charge for the same will be allowed

Monthly account of extras

14 The Contractor shall deliver to the Engineer on or before the 10th of every month an account of all extra or omitted work of the previous month, duly ordered in the manner hereinbefore mentioned, and no claim will be entertained for works not included in such accounts

Expedition in carrying on the works

15 The Contractor shall commence and carry on the works with due diligence, and with as much expedition as the Engineer shall require: and in case the Contractor shall fail to do so, or shall neglect to provide proper and sufficient materials, or to employ a sufficient number of workpeople to execute the works which he shall be ordered to execute with due diligence or the despatch required, then the Engineer shall be at liberty, and he is hereby authorized, to employ other Contractors or workpeople, and to provide the necessary materials, and to charge the extra expenses incurred thereby to the account of the Contractor, and to deduct the same from any sum or sums due, or to become due under this or any other contract with the Government.

On neglect of Contractor Government may do works

16. If at any time the works or any part thereof are, in the judgment of the Engineer not executed, or not being executed in a sound and workmanlike manner, and in all respects in strict conformity with this contract and to his satisfaction, the same shall be intimated to the Contractor in writing or otherwise and in case he refuse to take down, rebuild, repair, alter, or amend any defective or unsatisfactory work, or comply with any order he may so receive to that effect, or in case the works, from the want of sufficient or proper workmen or materials, are not proceeding with all the necessary despatch, then the Engineer shall, after giving three days notice thereof in writing to the Contractor, his agent or maistry, have full power without vitiating this contract, to take the works wholly or in part out of the hands of the said Contractor, and to engage or employ any other person or workpeople, and procure all requisite materials and implements for the due execution and completion of the said works, and the costs and charge incurred by him in so doing shall be ascertained by him and paid for or allowed to the Government by the Contractor; and it shall be competent to the Engineer to deduct the amount of such costs and charges out of any moneys due or to become due from them to the said Contractor under this or any other Contract.

Removal of improper materials

17 Should any materials which the Engineer shall deem of an inferior description or improper to be used on the works, be brought on the ground the same shall be removed entirely away therefrom within twenty-four hours after orders have been given by the Engineer

to that effect, and in case of non-compliance with any such orders, the Engineer may cause the said inferior or improper materials to be taken away at the Contractor expense, and the Contractor shall forthwith pay to the Government, the amount of such expense, and also at the rate of Rupees per day for every day subsequently to the expiration of the said twenty-four hours during which the materials shall not have been removed, such sum of Rupees to be deemed liquidated damages

Suspension of works

18 Should the Government or their Engineer at any time suspend the execution of the works or any portion of them, any claim for compensation in respect thereof or in respect of any advances made for materials and labour which the Contractor may set forth shall be submitted (with such documentary evidence to establish the claim as he may think necessary) to the Government for their consideration and the decision of the Government shall be positively binding on the Contractor and conclusive in respect of the said claim

Discharge of incompetent workpeople, &c

19 If, in the opinion of the Engineer, the overseer, maistry or any one or more of the work-people employed by the Contractor on the works, be found incompetent, or act in an improper manner, the Engineer shall be at full liberty to discharge or order him or them to be dismissed forthwith, and the Contractor shall not employ him or them on the works again without the permission of the Engineer in writing.

Superintendence in absence of Engineer

20 In the absence of the Engineer, the overseer or maistry or any other person whom the Engineer may appoint to superintend the works, is to have full power to decide as to the manner of conducting and executing the said works in every particular, and the Contractor shall follow the instructions or orders of the person so appointed

Recovery, &c, of moneys payable to the Government

21 All moneys payable to the Government by the Contractor under any stipulations herein, may be recovered by action by the Government, or the same may be retained out of any moneys then due, or which may hereafter become due from the Government to the Contractor under this or any other contract or otherwise howsoever; and the Government or the Engineer shall have full power to withhold payment of any moneys to the Contractor after circumstances shall have arisen which may give rise to such retention as aforesaid, until after disposal or settlement of such circumstances, though the sum to be retained may be unascertained at the time of such withholding

Completion of the works.

22. The Contractor shall finish the whole of the works embraced in this Specification, and deliver up the same in a complete, perfect, and clean condition on or before the dates specified ~~day~~ ~~186 , and shall pay~~ ~~of~~ ~~Rupees~~ in the agreement attached ——— as liquidated damages for each and every day any part of the said works shall remain unfinished after that time. But in the event of Strikes, &c delay to the works, by reason of strikes, combinations of the workmen employed, or any unforeseen cause, the Engineer may, if he think fit, allow such additional time as he may deem fair and reasonable, but the Contractor cannot claim this additional period as matter of right.

Payments

Advances of money at the rate of ninety per cent on the value of the work executed as certified by the Engineer (whose certificate shall be final and binding for the purpose of determining the amount of the advances to be from time to time made under this Clause, but shall not affect or prejudice the right of the Government against the Contractor or be considered or held as at all conclusive as to the sufficiency of any works or materials) will be made to the Contractor as the works proceed until the whole of the works are completed, but such advances shall not, except the Engineer shall decide otherwise, be made at more frequent intervals than monthly; and they are in no way to affect any question in the ultimate settlement of the accounts, or to be considered as proof or admission of any particular work or amount of work having been executed The balance of ten per cent will be paid one month after the date of the completion of the works, provided that on the date on which the Contractor report in writing the completion of the works shall deliver to the Engineer a full account in detail of all claims ha on the Government in respect of the works, and that the Engineer certifies in writing to the correctness of such claim; and provided also that the Engineer is satisfied that the works are in good and substantial order, and that all refuse materials and things have been removed away from the premises and the works left in a clean and orderly state. But should the Engineer doubt the stability of the works, or that they are built with good materials and workmanship, he shall have power to withhold the final payment until such time (which shall not exceed three calendar months) as he can test the stability, materials and workmanship of the works; and should he at any time within that period be satisfied that the works are unstable or have been built in an inferior manner or with bad materials, the matter shall be submitted to the Government, and the decision of the Government on the subject shall be absolutely conclusive and binding on the Contractor .

The payments to the Contractor are to be made out of the funds under the control of the Engineer in his official and public capacity, and no member of the Government, whether or not a party to this Contract, is to be personally responsible to the Contractor, nor is the Engineer to be so. Payments out of public Funds

And whereas the said Executive Engineer has accepted on behalf of the Government of Madras the said proposal, the said

Patrick Lee

executors, administrators, or assigns, being to be paid for the said works as hereinbefore mentioned. **Now these Presents Witness,** that in consideration of such acceptance as aforesaid, and of the payment to be made for the execution of the said works as aforesaid, the said Patrick Lee

do*es* hereby for *himself, his* heirs, executors, and administrators, covenant and agree with the said Executive Engineer and his successors that the said Patrick Lee

his heirs executors or administrators, will execute the works mentioned in the ~~said Specification~~ agreement attached in all respects in strict conformity therewith, and in all things, fully, completely and faithfully regard, observe and perform ~~the said Specification and all~~ the terms, agreements, conditions, provisions thereof and therein, on their part to be regarded, observed and performed; and that all powers, liberties, rights and privileges hereinbefore mentioned shall and may be exercised and enjoyed according to the true intent and meaning thereof. ~~In witness whereof, the said~~

~~hereunto set hand and seal, and the said Executive Engineer has affixed the seal of his office, the day and year first above written~~

Signed, ~~sealed and~~ delivered by the said

These are the general conditions referred to in any agreement signed this day & hereunto attached.

(Signed) Patk Lee
Contractor.

Bangalore
29th April 1868
True Copy
W. Brooke Capt. R.E.

No 157.

Supdg. Engrs. Office, 5th Divn.
Salem, 25th November 68.

From

The Superintending Engineer,
5th Division.

To

The Secretary to Government
P.W.D.

Sir,

With reference to your endorsement dated 23rd ultimo on a letter from Mr Lee, a Contractor for works at Bungalore, I have the honor to forward a letter from the Executive Engineer, showing that the amounts, claimed by Mr Lee, are not due to him. In addition, I have only a few remarks to offer.

2. Mr Lee claims sundry sums of money on account of different works. The bills for the 2nd, 3rd, 4th & 5th in the list were submitted by Mr Lee, long after the completion of the buildings. The amounts admitted by the Executive Engineer are

Enclosures 5
1 Letter to Govt. returned.
1 Letter from Exec. Engineer.
2 Bills.
1 Copy of articles of agreement.

are less, in each case, but I do not suppose there will be any difficulty, in adjusting these claims. Bill No 6 was referred to me, and I decided it should not be paid, as it was not submitted till two years after the completion of the building. Bills 7 and 8 cannot be traced in the office, and as the buildings they respectively were completed one in March 1867, and the other in May 1868, the bills should have been submitted long before. Bill No 10 for work executed and paid for in 1866 remains then only the claims on account of the Cavalry Stables, and the Government Bakery. As regards the former, Mr Lee has shown himself shown, that he has been paid the full amount for which he agreed to execute the work. He can claim nothing further as a right, and there-

is

is no reason for his being paid more, as a favour. The Executive Engineer has only the amount sanctioned by Government to guide him, and as soon as he ascertained that there was a possibility of a misunderstanding on the subject, he informed the Contractor, most distinctly, what the amount was, and gave him the option of persisting, or going on with the work. The Contractor chose to go on with the work, and the claim he now puts forward is preposterous. Of this he appears to have been well aware; or he would have made it in the completion of the work.

The amount of Mr Lee's bill for the Bakery is Rs 26573-10-- the amount admitted by the Executive Engineer is Rs 13402— the difference owing to many of the items in the bill being incorrect, to a fine of a thousand rupees having been imposed, by the

claim

claim to Commission on the balance of the estimate, and to interest being disallowed, and to the materials at the work, available for completing it, being overpaid by the Contractor.

5. Mr Lee in his letter, complains of being called upon to repoint the walls of the Bakery, and of the work being taken out of his hands. He must know very well that the walls have not been built in accordance with the Estimate, which provided for a facing of tablet tiles. Tricks showing the actual joints. He has not washed the walls, and the joints are merely streaks of whitewash, which can be easily rubbed off. He further states that as this portion of the work has been paid for, it cannot now be objected to. But payments made, during the progress of a work, are merely payments on

on account, and not final payments for work done up to date. As to the work being taken out of his hands, this was not done without due notice being given him. And at the last, the Executive Engineer gave him the opportunity to enter into a fresh agreement, and offered to refer the subject of the fine to the Superintending Engineer

6 Mr Lee has alluded to the present Contractor, so I will add that the work done in his name, by the Executive of the late Contract, is about the best; and that done by the Messrs Lee, about the worst, at the Barracks at Bangalore.

I have the honorable
Sir,
your most obedt servant,

Colonel R.E.,
Superintg Engineer, 5th Div.

Rec'd 1st Dec. 1868
From Lt. Col. Stewart Supt. Engr. 1st Div.
No. 3,13
The Supt. Engineer.
5th Dn.

To The Secy. to Govt.
B.P.W.

Dated 25th Nov. 1868
Rec'd 2nd Dec. 1868

No. 157.

Have received 5/-
for Copies

Respecting one a letter
from the Supt. Engr. 1st Div.
Ld. Contractor for works at Banda
&c. &c.

£2400-14 Stamps 14/-

Mr. Tilt

2.23 Wks. Oct. 8th Jan. 69.

of accepting the sanctioned revised estimate or of rejecting it.

3d. That McKee elected to complete the work for the declined sum.

4th. That he never did anything more in the case.

5th. That although Pennyquick on any being his opinion on the case agreed with me in it, he never did any act in the matter and unjustly demanded of me to state that the tables were sent back to the Military authorities about 15th February 1868, that the cheque payment to McKee on account of the Cavalry Stables was not made until March 1868, while the present Public Buildings Estimate was submitted by McKee on the 28th September 1868. That McKee completed the contract by the 15th March 1868, and that Pennyquick on any being his opinion on the case agreed with me in it, he never did any act in the matter and unjustly demanded of me to state that the tables were sent back to the Military authorities about 15th February 1868, that the cheque payment to McKee on account of the Cavalry Stables was not made until March 1868, while the present Public Buildings Estimate was submitted by McKee on the 28th September 1868. That McKee completed the contract by the 15th March 1868, and that

Government Factory

instead that McKee seriously intended to prejudice his claims, but that it is merely an after thought used in order to enter into the Factory affair which I now proceed.

This building commenced in December 1865 appears to have progressed very slowly and McKee and Pennyquick were very much annoyed with the way in which McKee worked that he invented an agreement being entered into regarding the completion of the various works to be executed by McKee and accordingly stipulation agreement by which he was bound to finish the Factory by the 1st July 1868. On this day Colonel Chapman of this Office from Captain Thwaites who strongly advised me to keep McKee strictly to his contract as the building was of great importance to the Service, which was accordingly done, the Factory being completed on 1st July 1868 seeing that the work was not being done according to the stipulated agreement I ordered the Clerk of Works to report progress daily and to keep a diary of the same which he did and which I have produced before the Court. Colonel Chapman also took over charge of the Factory on taking over charge of the

Bengalore Range, my attention was drawn
to the Valley Style of brick work and the body
of the building was compared with that of the
chimney, which is built of good bricks
and pointed. The brick work of the walls
and the other parts found to be covered over
with a red wash, having their joints painted
and with whitewash. On referring to the
Estimate, it found that the brick work of the
walls was proposed to be faced with table
made bricks and to be painted. For this description
of brick work extra rates were allowed in the
Estimate, and had been fixed by the Superintending
Engineer, who allowed for the walls and that
this reduced rate was proposed, because it was
used to be executed by the Jail Prisoners, who could from
time to time be employed, as may be necessary
for this description of work in the Estimate.
All the requisite Engineering Establishments
were allowed for and have been provided
may be seen from the Abstract and

from the Contract Agreement.

"The care of all the works until their completion, to remain with the Contractor and he shall be held responsible for all accident or violence or nature or weather that may occur during the progress of the works and for the making good of all damage and defects occasioned by carelessness, or from bad or insufficient, or improper materials, bad workmanship, or any other cause whatsoever and whether such damage or defect may and shall not have been discovered during the progress of the works or shall appear or be discovered after the completion thereof whether payment shall have been wholly or partially made or not provided such defect or damage shall not have been occasioned by ordinary wear and tear, and no certificate or approval of any work or portion of the works or bill passed for payment by the Engineer or any other officer employed by the Company shall exonerate the Contractor from responsibility as aforesaid.

Contractor, or his conceived or held as at all conclusive as to the sufficiency of any work or material &c."

Mr. Lee had thus violated his contract 1st by failing to hand over the Bakery on 1st July and 2nd by refusing to make good defective work. Although to avoid the inconvenience of employing another contractor I attempted to arrange matters with Mr. Lee; and again and again during the month of July I did I beg of him to get on with the work, but with little success. On the 15th August I wrote to him as follows "I told you when you presented the bill for the Administration Offices, that you must enter into some fresh engagement as regards the Bakery, and any further delay on your part so, will have the effect of [illegible] among the works, by the terms of your agreement, to be done by somebody else at your expense. I will give you till Wednesday evening next to make some such arrangement, failing that on Thursday morning I will take the Bakery work out of your hands." Mr. Lee refused to make any agreement as to the

date of the completion of the work, and wished to be allowed to carry it on at his own leisure and complete it when he thought fit. I accordingly ordered Mr. Sub Engineer Hudson to take the work out of Mr. Lee's hands, and to receive from him all materials on the work which might belong to Government. The orders issued to Mr. Sub Engineer Hudson were as follows.

"Take charge of all materials which may belong to the Executive Engineer's Department at the Government Bakery and take the work out of Mr. Lee's hands from tomorrow morning." These orders were dated 8th August last. On receiving them Mr. Hudson proceeded to Mr. Lee's residence and showed him the order. Mr. Lee declined to give over any materials on the work and told Mr. Hudson they were all the property of Government. [illegible] Mr. Lee withdrew his workmen from the work, but on the contrary increased the number of workpeople, in that as detailed in his letter dated 24th September lately addressed (a copy of which forms one of the enclosures of your letter under reply)

Bakery building. I then instructed one of my
Peons informed pasted on to the guard by the
Commissariat Conductor. Ascertaining the
materials and the weight, the Sub Engineer Hudson
by my order respectfully invited him and
Peon and asked him to accompany him to the
spot and hand them over to him to obtain
which request Mr Peon gave permission
and as I am informed by various concurrent
reports. Yet again another man to whom
the man I sent by a certain Telugu
to purchase and obtain information
to offer to purchase any of the materials
of the Bakery and in case of refusal
refused to have anything to do with the
matter. Notwithstanding this circumstance
Peon have entered his bill for the Bakery
all sorts of articles and which he alleges
on the ground and which are taken
pursuant of specification which being done
accordingly, Mr Hudson gave him the
materials as valuable and thereby
which was accordingly

he may possibly have had about seventy
men working at the Bakery on the day the
work was taken out of his hands.

Regarding the alleged published proceed-
ings circumstances are as follows.

The Commissariat Stores at Bangalore are
situated on the Buildings formerly occupied
by the European Infantry and are entered
by two gateways at each of which sentries are
posted. A third sentry is also posted in the
Bakery building itself which stands
within the compound by the Commissariat
Stores. This third sentry was placed there
before my arrival in Bangalore to prevent
as I presume that no person took away any of
the Contractors materials from the works.

The Answer to Mr Peon's statement respecting
his publishing the proceedings as follows.

Mr Peon on making my visit to the Bakery
in company with Mr Sub Engineer Hudson
explained to the Commissariat Conductor
the fact that such arrangements were
about to be resorted to for the Bakery
and that until these were completed no
people were to be allowed admittance to the

the present Boundary Commissioners
to the Queen's Most Excellent Majesty
in Council on the 21st September last
their letter of Jan. 2nd copy of the bill shewing
the corrections required to be made in it
and submitting that consideration all the circumstances
of the case there has been
considerable reluctance in passing the bill
On the 23rd October last Surveyor Mr Lee
offering his Report of 13th Dec. 1872 in favour of
all the claims but informed them of my
intention to submit any objections which
might be made (regarding the return of the
Jews disqualified) and which might
be considered available language to the pre-
judice

I beg to say that the delay in completing
the Boundary was caused by many unforeseen
circumstances over which the Commissioners
had no control

As regards any instructions to be given to the
Commissioners to be sent from this
office, I hear that a letter to this effect
and also from the Chairman a copy of the

[illegible] from the Colonial Secretary
improper proceedings on his part, and their
contract agreement specially provides that
the Contractor shall make his own estimate
also that the drawings is supposed to be correct
but that the Contractor will be held responsible
for the consequences of any error contained
therein or omission therefrom

Separating the qualifications and
Contractor under the style of Thiers and
in general in Congress to objections employers
you are probably more conversant to speak
than I am. I will merely remark that
Lieutenant Governor and Chaplain Head
and Mayne only remained sitting in
their Legislature three years and that
between April 1869 and 1st Jan 1870 there
were but twenty-six Members present
on the average of the sittings of the
House of Assembly more than half were
absent while being counted
by the Speaker
Hearing this that Executive officers

A very slight delay has been caused in the
instance, in consequence of the Barrack Master
complaining that the premises of the Wesleyan
Chapel & the Dead House could not be
spared because they were occupied by the troops
having joined in the riots and he was desirous
to have to be vacated for military purposes
& hence they commenced pulling away
by which stoppage proceeds of the
to bring into the building.

[illegible] have been received
[illegible]

This was not completed on 28th September last
& 28th September last & transmitted the
bill for payment which came duly
[illegible] 2nd October
and communicated to Mr Stevenson
[illegible] 1st October 1868.

[illegible] Chas Mitchell is to be found
[illegible] the Barracks quarters
[illegible]

[illegible] Bill for
[illegible]

[illegible] probably [illegible]
[illegible] verbally [illegible]
[illegible] recorded by [illegible]
[illegible]

[illegible] Barrack purposes
[illegible] Bill was
[illegible] 28th September last
[illegible] 2nd October
[illegible] 1st October 1868
[illegible] Mr Stevenson
[illegible] Bill of Expenses 28th
[illegible] Expenses 17th
[illegible] 2nd November
[illegible]

for computation. The final bill for Rupees 3423-6-11 was paid on 18th March 1867 and a saving of Rupees 20-2- [illegible] thus appears on the estimate. The saving arose from the basement of the building having been reduced in height of timber [illegible]. In the absence of the bill required by Mr. Lee, I am unable to say anything more on the subject.

Separation Wards

No trace of such a bill is to be found in the office. The said [illegible] were handed over for computation last May, the final bill amounting to Rupees 3242-6 was paid on 1st June 1868, the saving being of Rupees 174. On the other hand I recently found on inspecting these buildings that according to the [illegible] still remains to be done. Again the Barrack Master on 12th Sept. last brought to notice that the plaster [illegible] by Mr. Lee on the doors and windows of the Single Separate Ward is falling out of the frames and that the doors and windows [illegible] badly fitted that they will not close. On the whole therefore perhaps Mr. Lee has got much right to the amount he claims for these but being still in the absence of the bill I am unable to pronounce decisively on this point.

Administration Rooms

The bill amounting to Rs. 297 [illegible] reached this office in the first week of October was checked and paid on 9th October.

The plan [illegible] requiring [illegible] delay in passing the Lee's bills. As I have [illegible] the greater part of these bills ought to have been submitted months ago, otherwise [illegible] the many of the [illegible] works performed by Mr. Lee on the Executive Engineer's orders for some of these works [illegible] for some [illegible] to give him authority for the extra works, he says has been executed [illegible] I saw the [illegible] obtaining in the office is that bills for extra works [illegible] are [illegible] submitted with the vouchers [illegible] for the same in the months [illegible]

thankfully which the work was executed. The
Executive for the Bakery establishment item of
Rupees for the extra work of which the Items
mentioned in the Bills of Nearly
the whole of this Extra Establishment in
eight months ensuing during the last 2½
years and the whole standing by the terms
of the contract of the agreement of original right
to payment for such extra work if he did
not submit the Bills for the same within the
due course of post at which time it was
impossible: After this the Allowance
was duly agreed upon and fixed. but there
had been sufficient cause to shew that
the Bills for the Extra work of the
Bakery for the Cavalry Stables were
delayed by the Executive Engineer
by his not submitting the Bills
for the Extra work of the Bakery
as he ought to have done
I beg to append a statement showing the several
Bills submitted by Mr Lee and how they have

been disposed of. In all cases, the amounts
shown in this statement agree with
those mentioned in the body of this letter
as since drafted. The Bills have been
received and again returned for recovery
with an offer of payment. I also append
a copy of the Bakery bill to show the quantity
of work entailed on this office by Mr Lee's
calculations in submission of this bill. A
copy of the last payment made in connexion
of the Cavalry Stables is also submitted. By
this it will be seen that Mr Lee accepts
the sanctioned estimate of Rupees 50,000,
and is paid for extra work ordered since
the date of such sanction.

In conclusion I beg to submit a copy of
Mr Lee's agreements with the Executive
Engineer Bangalore: I do not like this
clause I would die as well before Colonel
Ross' papers are drawn and Mr Lee's letter that
the opinion of the Government has appeared
to be taken as to the legality of these agreements
entered into. It is most important that
the Executive Engineer at Allur should

should be aware of what is in this letter not
a binding contract or contractor, it is
but a mark to mark the [illegible] people
are to entertain

I have the honour to be

Sir

Your most obedient Servant

[illegible] Consul

Consulate Register Bengal

No. 708.

High Court House, Madras,
18th December, 1868.

From

H. S. Brockman
Government Solicitor, Madras.

To

Colonel C. A. Orr R. E,
Secretary to the Government,
Public Works Department,
Madras.

Sir,

1. I have the honor herewith to return the Copy Agreement between Mr. Patrick Lee and the Executive Engineer of Bangalore on behalf of the Government of Madras, dated the 29th April 1868, which accompanied your Memo dated the 9th December 1868 No. 165, wherein I am requested to advise whether the Agreement is legally binding on the party executing it.

2. In reply, I have the honor to advise that (although some of the blanks in the Agreement are most carelessly and informally filled up,) and although the execution of the Agreement by Mr. Lee seems to be defective in that he appears to have only signed, instead of having also sealed and delivered it, it is sufficiently binding upon him.

3. From the Copy Agreement herewith returned

From
The Hon'ble Chief Secretary
to the Government of Madras
Fort St. George

Dated 13th November 1868
Rec'd 17th Dec. 1868
No. 1921

Submitting a Report on the letter of Messrs. Taylor & Co. dated 9th Dec. 1868 No. 165 addressed to the Government

By P. P. Lee

returned, it does not appear whether the original was stamped. Inasmuch as the latter does not appear to have been executed by or on behalf of the Government, a Stamp was clearly requisite. This point, however, becomes important only in the event of its being found necessary to take any proceedings against Mr. Lee, or in any proceedings taken by him, to produce the original agreement.

I have the honor to be,

Sir,

Your most Obedient Servant

W. T. Brodhurst.

Government Solicitor.

Public Works Department

No 100

Proceedings of Madras Government

Dated 18th Dec. 1868

Read the following letter from the Govt. Solicitor

To The Secy to Government P. W. Department

Dated 18th Dec. 1868

Rec'd 19th Dec.

No 708

Enclosure

No 708

Advises as to the Agreement between Mr. Patrick Lee and the Executive Engineer at Bangalore.

No 100 - 14 January 1869

No 207

23rd Dec. 1868

at that Station.

Mr. Lee states that the sums noted in the margin are due to him, and complains of delay on the part of the Executive Engr. in paying them. His letter having been referred to the Superintending Engineer of the 5th D., that Officer, with his communication above recorded, submits a report from the Executive Engineer, from which it appears that the delay complained of

1	Cook's Bakery	25,573—10—
2	Unbonnaded Quarters	841—"—
3	Lead Houses	235—14—
4	Single Cook-houses	343—"—
5	Double do do	483—"—
6	Magazine, new Infantry Barracks	68—"—
7	Tidal Mill for Nos. 1 & 2 Block Infantry Barracks	90—"—
8	Return Work to the Stairwards	249—"—
9	Cavalry Stables	4254—"—
10	Administrative Rooms	2974—"—

P.T.O.

of is owing to Mr. Lee having submitted his bills so long after the completion of the works to which they relate, as to render their Examination and adjustment difficult. In the case of one of these claims, the bill was not submitted until after the expiration of about two years.

The Superintending Engr. reports that items Nos. 2, 3, 4 and 5 are in course of adjustment

adjustment, and suffi-
ciates that there will
be no difficulty in
settling them. He also
states that the bill
for item No 10 has been
examined and paid,
and that for items
Nos 7 and 8, no bills can
be traced. These seem
to be supplementary
demands preferred
in connection with the
works which were
completed and paid
for long ago. Bill
No 6

No 6 relates to a building
which had been completed
two years previously, but
if Mr Lee has any evidence
to show that the work
he claims to have done
as per bills 6, 7 and 8
was bona fide performed
in addition to that for
which he contracted, the
Govt are of opinion that
he should be paid.

The items which
remain to be disposed
of are Nos 1 to 9. The
latter is for work stated
to have been executed
in connection with the
Cavalry

Cavalry Stables, but the
Government observe
that one of the sums alleged
to be due viz Rs. 1942-8-
on account of dividing
one of the end blocks
into two was specifically
entered in the estimate
of Rs. 50,400 which was
accepted by Mr Lee
as the basis of his tender
for the construction
of the Stables. Of the
other sums stated to
be due viz Rs. 300 for
losses on account of
certain

certain alterations ordered
in March 67, and Rs. 3543-6
for extra work, said to have
been ordered from time
to time, the Govt can
form no opinion, though
it is likely that they also
were provided for in the
revised estimate of
Rs. 50,400. If Mr Lee can
shew that they were not
and that extra work,
to the extent he demands
payment for, was
really performed, the
Executive Engineer will no
doubt deal liberally with
the

the claim.

for the Bakery

Mr Lee claims the sum of Rs 25,573—10—which his bill on examination with the estimate and on comparision with the work done, has been reduced by the Executive Engineer to Rs 13,408. On a careful inspection of the copy of the bill appended to Captn Wood's letter the Govt can see nothing to lead them to suppose that the reductions which have been made on Mr Lee's charges are not strictly correct, and if Mr Lee is not satisfied, it is for him to show cause to the Executive Engineer to revise his calculations, and the Govt have no doubt that, acting in a fair and liberal spirit, the Executive Engr will be ready to give Mr Lee credit for all work for which he may be able to show that he

he is justly entitled to payment, and for all such materials as are really of any value or use on the work. " "

With regard to the complaint of the manner in which the work at the bakery was taken from Mr Lee, the Board fully accept the Executive Engineer's explanations. Mr Lee was afforded every encouragement to carry on the work in such a manner as to obviate the necessity of its being taken away from him under the terms of his Contract, and it was only when the Executive Engineer had no option between allowing the completion of the bakery to be indefinitely delayed, or of entrusting its erection to other hands, that he found himself compelled to take the action complained of by Mr Lee, who seems

seems to have been given
every opportunity of
handing over the
work, as well as the
materials on the
spot, as would have
prevented any cause
for dispute to arise.

The Govt have
as little reason to be
satisfied with the cha-
racter of some of the
work performed by Mr
Lee at the bakery, as they
have to be pleased
with the great delay
that has occurred
in

Pg 7/

in the completion. The
bricks with which the
main walls of the building
have been faced are cer-
tainly not of the descrip-
tion stipulated for in
Mr Lee's agreement, nor
has any attempt to point
them been made as required
by the contract. The pain-
ting of the doors is of the
most inferior kind, and
the slow progress of the
building is inexcusable.
Under such circumstances
Mr Lee has no right to expect
that he should be treated
with any special favour,
but as he states that
he

he has suffered some
loss by the work having
been taken out of his
hands, the Govt. besides
being willing that he should
be dealt with liberally
as above directed, re-
-solve to sanction the
refund to him of the
fine which was very
properly imposed upon
him when he incurred
the penalty by neglecting
the urgent requisitions
of the Executive Engineer
to push on the work
in accordance with
the
terms of his
agreement.

To the Secy. Engrs. &c.
" Controller &c.
" Wm. P. Lee

Decr. 15/1863

2
4

Rec 46.

Govt. of 1865.

PUBLIC WORKS.

To The Superintending Engr.
5th Division

Dated

1867 to 6

6 0 Hs Jan 1867 to 70

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