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(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1572	Press
	~~Mis.~~
174-177	
Dated 13-6-	1871.

Not to be folded or roughly handled

K.S.R.

*Proceedings of the Madras Government, Public Works Department,
13th June 1871.*

Read the following papers :—

No. 174. From the Acting Superintending Engineer, 8th Division, to the Secretary to Government, Public Works Department, dated Palamcottah, 5th May 1871, No. 336.

In reference to G. O., 19th April 1871, No. 1,095, directing that the agreement by which Lieutenant Shepherd, R. E., entrusted the construction of the Striviguntum Anicut works to Ragavacharry is to be considered null and void, I have the honour, in continuation of my letter No. 145, of the above date, to report progress.

2. Mr. Prince, the Vakeel and accredited agent of Ragavacharry, on being informed by Mr. Rundall of the decision of Government as above, replied under date the 16th ultimo as follows :—“ I beg to intimate to you that such an arrangement not being a mutual one, and the Contractor's wishes not having been consulted in the matter, I deprecate and protest against the action Government have taken in breaking the agreement until such time as a final settlement should have been made on work done to date.”

3. Mr. Prince also stated in the same letter, “ I shall be glad to learn on what basis you propose to measure up and make a final settlement for works not yet paid for, as hitherto I cannot but consider that matters have gone on, and the Contractor treated in a very harsh and unsatisfactory manner.”

4. I accordingly arranged an interview with Mr. Prince with the view of giving him the opportunity of personally airing his grievances; and for the whole of Friday, the 28th ultimo, at the Range Office here, and the following day at Striviguntum, Mr. Prince, after having exhibited his credentials as the Contractor's Agent, was given the means of discussing with Messrs. Rundall, Shepherd, and Hughes and myself the various claims which the Contractor had put forward for payment in his memorandum dated 10th December 1870.

5. The result has been that Mr. Prince has failed to substantiate, in any one single instance, the charge of “ the very harsh and unsatisfactory manner ” in which, as he asserted, the Contractor had been treated.

6. Of the claims made by the Contractor, Mr. Prince stated that he now consented to waive or arrange them all, save that for ‘ baling,’ regarding which, as it was a large claim, he must take the Contractor's instructions.

7. He accordingly returned at once to Palamcottah so as to consult with Ragavacharry, as the following day, Sunday, is one of the two days on which he is permitted by the Jail authorities to interview bi-weekly that individual. On the same day, the 30th ultimo, he reports that the Contractor refuses not only to withdraw his claim for baling, but also to ratify the withdrawal, as consented to by Mr. Prince, of one other claim as explained below.

8. I should here mention that, in his memorandum above quoted, the Contractor put in a claim for no less than Rupees 65,000 as the cost incurred by him in excavating the foundations and baling, when putting in the masonry of the foundations of the anicut with its wing and retaining walls as executed up to date.

9. You are aware that it was originally intended to found the body of the anicut on wells sunk to a depth of 10½ feet below the sandy bed of the river,

and to top these wells with solid brick masonry for a depth of $4\frac{1}{2}$ feet below the same surface. On closer examination, however, the soil was found to consist of a stiff blue clay at a depth of 5 to 6 feet below the river bed, and the sinking of wells, as proposed, was thus ascertained to be impracticable. It was arranged, therefore, to build the foundation with brick masonry throughout to a depth of $7\frac{1}{2}$ feet.

10. It will thus be seen that the item for baling, calculated as it was for a brick foundation of only $4\frac{1}{2}$ feet on wells, was insufficient for a solid brick foundation of $7\frac{1}{2}$ feet.

11. The amount entered in the estimate for baling the whole of the foundations ($4\frac{1}{2}$ feet) of the body of the anicut with its wing and retaining walls, etc., was Rupees 4,000; but, in consideration of the extra difficulties incurred on this account by the Contractor, in consequence of the altered nature of the foundations as above explained, a sum of Rupees 8,000 additional was allowed him for baling the work executed up to 1st June 1869, and which is exclusive of the lower retaining wall. And as regards this retaining wall, of which about one-third in length has been completed up to date, the additional sum due to the Contractor for baling the lower 3 feet of the foundation was calculated by Lieutenant Shepherd to be a set-off for that portion of the item of Rupees 4,000, for baling required for the part of the retaining wall and apron still left incomplete.

12. Thus the Contractor has received in all—	RS.
• For baling, Rupees 8,000 + Rupees 4,000	= 12,000
• For excavating foundations as per measured work (at agreed rates)	4,670
Total ...	16,670

an amount which is startling in its difference from that claimed by the Contractor for the same service, namely, Rupees 65,000.

13. In a memorandum dated the 16th ultimo, Mr. Prince has stated that of the abovementioned amount of Rupees 65,000 "the Contractor estimates the cost of baling alone at about Rupees 40,000 to Rupees 50,000;" and to substantiate this claim he produced, at his interview of the 30th ultimo, a memorandum kept by Serjeant Hamilton, when Overseer on the work under Lieutenant Shepherd's orders, showing the actual cost of excavating and baling the lower 3 feet of a certain, and that the most difficult, portion of the anicut foundation. Calculated at this rate the cost of baling and excavating the lower 3 feet of the whole of the anicut foundations, as carried out up to 1st June 1869, would amount to Rupees 14,600.

14. It should be noted here that the season had been a remarkably dry one, or the foundations could not have been put in during one working season. The charge, therefore, of Rupees 40,000 to Rupees 50,000, demanded by the Contractor for baling alone, is simply preposterous, as it means in other words that for the 80 days during which the work in question was executed, he expended for baling alone the sum of Rupees 500 to Rupees 600 per diem, representing an average of 2,000 to 2,400 daily 'balers.' Lieutenant Shepherd assures me that, taking the day and night balers together, there never were more than one-fifth of

the above numbers employed, even when the greatest push was being made, and of course far fewer during the rest of the time.

15. In addition to this it must be borne in mind that the Contractor, whatever he may say now, accepted at the time the payment of the additional Rupees 8,000 as the full amount due to him for baling, on the distinct understanding, as Lieutenant Shepherd assures me, that he, the Contractor, would not receive any thing further on this account.

16. The Contractor has, however, the assurance to state now that he received the amount as payment, on the understanding that Lieutenant Shepherd would be able to obtain some further additional sum for him. But is it credible that he would have taken so small an amount as Rupees 12,000 as payment for a service for which he considered himself really entitled, as he now asserts, to Rupees 40,000 to 50,000 Rupees? Assuredly this is of the tales the relation of which is customarily confided to the marines!

17. Taking, however, all the circumstances of the case into consideration, and with the view of treating the Contractor with every liberality, and of removing all shade or shadow of a grievance in this connection, I offered to present him, by way of final settlement of this claim, and in spite of holding his receipt for all payment due to him on this score, with a further or additional sum of Rupees 2,150, namely, one-half of the difference of Rupees 14,600 (the sums calculated on Serjeant Hamilton's data) and Rupees 10,300, the sum actually paid for baling and excavating the lower 3 feet of the anicut foundation.

18. Mr. Prince, however, in his letter of the 30th ultimo, already alluded to, states that the Contractor declines to receive this sum in settlement of his claim, and he now, for the first time, mentions that, in addition to the sum of Rupees 900 stated in Serjeant Hamilton's account as the actual cost of excavating and baling 85 lineal feet of anicut, the Contractor expended Rupees 500 on that portion before Serjeant Hamilton commenced his reckoning, and Rupees 600 after he had left off, i.e., Rupees 2,000, in all on that portion of the work alone. The Contractor, in the first instance, led us distinctly by his agent to understand that he produced Serjeant Hamilton's data to prove that his (the Contractor's) demand was not excessive. But now that he has been shown that even these very liberal rates (which at the time Lieutenant Shepherd considered to be in excess of the actual expenditure) prove his claim for baling to be preposterous, he brings forward this fresh assertion—a demand which appears to me not very dissimilar from those fictitious claims on account of which he is now suffering incarceration.

19. Under these circumstances, I have informed the Contractor that as the offer made by me is not accepted by him, it is now withdrawn, and as he has already acknowledged, namely, in his contract certificate of June 1869, a payment of Rupees 8,000 for the baling of the lower 3 feet of masonry substituted for wells, I cannot admit any further claim whatever for that work.

20. The other claim to which I referred in paragraph 7 is that made by the Contractor for an extra rate for the brick-work executed in the Oopar Oday dam. This work was included in the original agreement made between Lieutenant Shepherd, R.E., and the Contractor, when the latter agreed to carry out the work

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13th June 1871.*

at Rupees 6 per cubic yard. During the progress of the work the Contractor represented to Lieutenant Shepherd that Mr. Colquhoun was carrying out precisely the same description of work in the neighbourhood at Rupees 8½ per cubic yard, and he requested Lieutenant Shepherd to pass him that rate. Lieutenant Shepherd informs me that, in reply, he promised the Contractor, as an inducement for pushing on the work, that should the work in question be finished up to the level of the top of the apron before the monsoon of 1870 set in, he would represent the matter for the favourable consideration of the Superintending Engineer. As these conditions, however, were not fulfilled, indeed the work is not so far completed even up to this date, and as the Contractor accepted payment for the work executed by him on the rates originally agreed upon, he has no shadow of claim for the extra demand he now makes, on the strength of the fraudulent rates introduced into the department by Colquhoun.

21. I have only, in conclusion, to state that the whole of these claims have been fairly and patiently discussed and investigated without any kind of acrimony on either side, and that all the preliminary questions, with the exception of the two hereinmentioned, are either settled, or in fair process of being arranged. There only now remains for the Contractor's Agent to satisfy himself of the correctness of the measurements already made by us, and also to hand over to us, at agreed rates, the materials collected on the spot by the Contractor.

22. I trust, therefore, that under the circumstances of the case as above explained, the Government will approve of my having now authorized the work to be recommenced, and I shall use my best endeavours to see that it is prosecuted vigorously by departmental agency as directed.

No. 124.

No. 175. *Note by the Acting Chief Engineer for Irrigation.*

This is a report showing the progress made in settlement of the claims of Contractor Ragavacharry for work done on the Striviguntum Anicut Project.

2. All the claims put forward by the Contractor, except two, have been either given up, or the terms of settlement agreed upon.

3. The two claims which the Contractor adheres to, and which, after full enquiry and after having heard all that the Contractor's Agent had to urge in support of them, Colonel Roberts has refused to admit, are:—

1st.—65,000 Rupees for baling and excavating foundations, the opportunity for making this exorbitant claim occurred in this way—

The estimate, which was the basis of the agreement with the Contractor, provided for foundations 4½ feet thick on wells 10½ feet deep. When the work was commenced it was found that there is stiff blue clay at a depth of 5 to 6 feet below the river-bed; the wells were, therefore, given up, and the foundations built solid from 7½ feet below river-bed, i. e., sunk 1½ to 2½ feet in the clay. The Contractor had, therefore, to bale and excavate to a depth of 7½ feet instead of 4½ feet. For the 4½ feet he would have received according to the estimate (according to which he agreed to be paid) about Rupees 6,300; for the 7½ feet he has been paid Rupees 16,670 or 10,370 Rupees for the extra 3 feet which Colonel Roberts shows

*Proceedings of the Madras Government, Public Works Department,
13th June 1871.*

to be a very liberal payment, especially as the Contractor was lucky in having an unusually dry season, with very little water in the river, when the foundations were being put in.

The other claim which the Contractor will not give up is for an extra rate for brickwork on one of the subsidiary works of the project. It is clearly shown in the report that this claim is entirely without foundation.

The Superintending Engineer concludes by reporting that having thus come to a clear understanding with the Contractor Ragavacharry, he has ordered the Striviguntum Anicut works to be recommenced under the direct management of the Government officers. In his letter dated 19th ultimo, Colonel Roberts stated that before the works were taken out of the hands of the Contractor it would be necessary to come to terms with him and his partners; but, in the report under notice, there is no allusion made to these latter. In the Order of Government dated 2nd instant, the Superintending Engineer was directed to furnish information regarding the position of Ragavacharry's partners with respect to the Striviguntum works, and this order had apparently not been received when the report under notice was despatched.

FORT ST. GEORGE,
22nd May 1871.

(Signed) J. G. RYVES, Captain, R.E.,
Acting Chief Engineer for Irrigation.

No. 176. Telegram from Mr. PRINCE, Contractor's Agent, Striviguntum Anicut Project, Palamcottah, to the Secretary to Government, Public Works Department, Madras, dated 29th May 1871.

I RESPECTFULLY request Government will not pass orders on Colonel Roberts' report No. 336, of the 5th instant, until my reply, with enclosures, is received.

No. 177. ORDER THEREON, 13th June 1871, No. 1,572.

IRRIGATION, No. 8.

His Excellency the Governor in Council approves of the proceedings of the Superintending Engineer of the 8th Division, reported in this letter.

2. Colonel Roberts will be so good as to report without delay with reference to paragraphs 1 and 5 of his letter dated 19th April whether he still anticipates opposition on the part of the Contractor or his partners to the cancelment of the contract with respect to the execution of the remainder of the Striviguntum works. It is observed that in the report now before Government no allusion is made to the partners whose consent to the proposed arrangement Colonel Roberts stated in his previous report that it would be necessary to obtain.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the Acting Superintending Engineer, 8th Division:

" " Chief Engineer for Irrigation.

Exd. S T. Augustin.

No 12

Note by the Acting Chief Engineer for Singapore

This is a report showing the progress made in settlement of the claims of Contractor Lagava-chamy for work done in the Stungquatum ancient Project.

All the claims put forward by the Contractor except two, have been either given up or the terms of settlement agreed upon.

The two claims which the Contractor adheres to which, after full inquiry and after having heard all that the Contractor's agent had to urge in support of them, Colonel Roberts has refused to admit are

Rs 65000 Rupees for boring & excavating foundations. The opportunity for making this substantial claim occurred in this way.

Unfortunately, however, was the basis of the agreement with

with the Contractor, provided for foundations $1\frac{1}{2}$ feet thick on wells $10\frac{1}{2}$ feet deep. When the work was commenced it was found that there is stiff blue clay at a depth of 5 to 6 feet below the surface. The wells were therefore given up and the foundations built solid from $7\frac{1}{2}$ feet below the surface bed is sunk $1\frac{1}{2}$ to $2\frac{1}{2}$ feet in the clay. The Contractor had therefore to take account to a depth of $7\frac{1}{2}$ feet instead of $1\frac{1}{2}$ feet for the $1\frac{1}{2}$ feet he would have received according to the estimate (according to which he agreed to be paid) about Rs 6300 for the $7\frac{1}{2}$ feet he has been paid Rs 16,670 or 10370 Rs for the extra 3 feet which Colonel Roberts seems to be a very liberal payment especially as the Contractor was lucky in having an unusual dry season with very little water in the river. When the foundations were being put in. The other claim which the Contractor will not give up is for an extra rate for brickwork masonry

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of the subsidiary works of the project it is clearly shown in the report that this claim is entirely without foundation. The Superintending Engineer conclusively reports that having thus come to a clear understanding with the Contractor Rajarachan he has ordered the Stunguntum Ancient works to be recommenced under the direct management of the Government officers. In the letter dated 19th ultimo Colonel Roberts stated that before the works were taken out of the hands of the Contractor it would be necessary to come to a terms with him and his partners - but in the report under notice there is no allusion made to these matters. In the Order of Government dated 2nd instant the Superintending Engineer was directed to furnish information regarding the position of Rajarachan's partners with respect to the Stunguntum works and

The undersigned, J. C. Johnson, do hereby certify that the
 above is a true and correct copy of the original as the same
 appears in the records of the County of [] State of []
 this [] day of [] 18[]

P. H. Rees.

Proceedings of the Madras Government.
Under date the 13 June 1871.

May 1871

[Signature]

[Signature]

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Roberts will
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to the cancelment of the
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15-5-95

John J. Bennett

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11 June 1964

Attest

Wm. S. Phillips

Wm. B. E. B.

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Public Works 1871. Department
 of the Interior
 From the Chief Engineer
 for Irrigation.
 To the Secretary
 of the Government.

Sailed 22nd
 Arrived 30th } May 1871
 Rev. 2nd } June 1871

7-12-11
Enclosure One

Note on the Report by the
Superintending Engineer show-
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settlement of the claims
of Contractors. Nagpur
for work done on Stringent
Project
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Journal of Management Education 30(6)

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Year	Actual (%)	Projected (%)
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1960	8.0	8.0
1970	9.0	9.0
1980	10.0	10.0
1990	11.0	11.5
2000	12.0	13.0
2010	13.0	15.0
2020	14.0	17.0
2030	15.0	19.0
2040	16.0	20.0
2050	17.0	20.0

15-5-95

P. J. Deft

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No 1572

Proceedings of the Madras Government
Under date the 18 June 1871.
Read the following

From the Supy Engineer 8:00	H. E. No 336 of 5 May 1871
From the Asst Chief Eng for Irrigation	do 1871-22 do
From Mr. Prince Contractor, Rynt Naryankum	do 22 May 29 do
Amount Payable Palamcottah	

His Excellency the
Governor in Council
approves of the proceedings
of the Safe Engineer & th
Division reported in
this letter.

N.

Colonel Roberts will
be so good as to report
without delay with reference
to paras 1 & 5 of his
letter dated 19th Aprilth when
he still anticipates opposi-
-tion on the part of the
contractor or his partners
to the cancelment of the
contract.

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contract with respect to the
 execution of the remainder
 of the Struvguntum work.
 It is observed that in the
 report now before Lord
 no allusion is made to
 the persons who consent
 to the proposed arrange-
 ment. Colonel Roberts
 stated in his previous
 report that it would be
 necessary to obtain

15/19/95
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and I am
 of the opinion
 that the
 arrangement
 is not
 satisfactory
 and I am
 of the opinion
 that it is
 not
 satisfactory
 and I am
 of the opinion
 that it is
 not
 satisfactory

The Super 8" and
 Chief Engineer for
 Dept. 14/3/71

Further Note 16.5.71
 17.7.71

Genl No 2456, 2526, & 2144

Govt of (1871) Madras.

PUBLIC WORKS.

To The Dy. Superintending
Engineer (Civil)

Dated

Recd.

Encl. /

G. O. 15th June 1871, No. 1572.

Nos. 174, 177.

Contractor Ragavachari
opening sides on cores.
Providence respecting the
proposed cancellation of
the Ragavachari's contract
for the construction of
the Strivisomtham
Ancient Works in the
Trincomelly Dist.

W. 14/5/71