

(1) Number of pages _____

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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1635	Press
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Dated 21	18

Not to be folded or roughly handled

No 24

Palamcottah

2nd June 1871

4

To
The Secretary to Government
Public Works Department
Madras

Sir,

Inclosures

10

In answer to Colonel Roberts, R & report to Government No 336 dated 5th inst. I beg most respectfully to lay the following facts before you for the generous consideration of Government, for more easy reference will refer to Col Roberts' para for para

2 — Col. Roberts in his para 5. observes that I failed to substantiate in any one single instance the charge of "the very harsh & unjust & in factious manner" in which I had asserted, in my letter No 2 of the 16th ulto the contract had been treated.

3 — I certainly have to disagree with Col. Roberts on this point, I produced documentary evidence before that gentleman, copies of which I herewith enclose, which I consider fully substantiated my views. It was the tone of letters like these, and the action of Mr. Shepherd R & I chose to adopt towards the contract that destroyed all that good feeling between them, which should have existed in the carrying out of a large project like the present, thus retarded progress of work, for which he would now like to make the contract pay the penalty - I would ask what right Mr. Shepherd had, to address the contract on the terms he did, turning

A - Mr. Hughes
Memo No 221 d/ 6th Sep 1870
B - Mr. Shepherd
Memo No 804
d/ 16 Nov. 1870
C - Do - Do -
No 283. d/ 19th Oct. 1870
D - Do - Do -
No 333 d/ 15 Dec. 1870
To Contract
Letter to Mr. Shepherd
d/ 10 Dec 70 Submit
his claims.

his conduct as "unparalleled obstinacy" - marked C
the most harsh and unsatisfactory treatment.
of an after work had been completed a 12
months examined by his agent Shepherd sub-
ordinates, responsible covenanted Officers and
instances work paid for, agent Shepherd
comes to examine the works reports work
done a twelve months previously (see enclosure) marked
this, I dare say, according to Col Roberts A + B
anterior, is highly satisfactory - however
that maybe I leave government to judge
from there, a few only of the facts in question
whether there was not a sufficient prima facie
reason for my condemning such conduct as
harsh & unsatisfactory - I will however do
what Shepherd the justice to say he offered an
explanation, which if I did not believe Robert
considered satisfactory, well & good, but does
not show that my assertion was not proved,
far from it. If I had failed has Col Roberts
has observed, I would ask that for them and
why he called on agent Shepherd to clear
away what must have appeared to all
reasonable men to be the mildest terms in
a very hasty proceeding -

4 - I regret that I should thus have
to digress into a subject so purely foreign
to the subject matter of the dispute but I
felt bound to do so in the interest of clients,
more especially as Col. Roberts has in no way

varied his statement or shown facts, and thus
likely to mislead government as to the real
state of affairs -

* I _____ 5
J May No 6 to
Mr Rundall of
30 April 1891
G. His Refs No
56 of 4 May 71
H. May No 8 5th
May 71 in reply
J. His Refs No
92 of 11 May 71
K May No 14
of 20 May 71
in reply -

With reference to Col. Roberts para 6,
I need only refer you to correspondence en-
closed and marked as per margin -

Col. Roberts para 7 - a perusal of
my letter of the 30th ulto alluded to therein
& a copy of which I enclose will I hope
satisfactorily show my reasons for declining
Col. Roberts offer - My letters Nos 8 & 14 should
also be read in connection with these items.
Y - In his para 12 - Col. Roberts gives a
statement with the view to show what he

marked
E. J. H. R

* marked
G

calls the "startling difference" between the
contractor's claim & the money he has
received; by a perusal of the correspondence
marked as per margin foot will see how
erroneous Col. Roberts is. in his statement,
the difference is not between Rs 16,640 Rs &
65,000 Rs claimed by the contractor - the
difference is between Rs 16,640 Rs & ~~the~~ the
claimed by the contractor plus work not
yet calculated & paid for. (vide Mr
Rundall's letter No 56 of 4 May 71 para
3 -) and the 65,000 Rs claimed by Contractor.

In his para 13 Col. Roberts alludes
to the production of Sergeant Hamilton's

Memo on para 18 states as follows: "The Contractor on the first instance led us distinctly by his Agent to understand that he produced Sergeant Hamilton's data to prove that his the Contractor's demand was not excessive - With reference to this I have to state that I told Col. Roberts at the time that I was not in possession of all the facts of the case, & did not leave him to understand that Sergeant Hamilton's data was produced with the knowledge of the Contractor had I done so. I should have undoubtedly closed with Col. Roberts on the spot, it was more for the want of further proof and information, that the matter was left open. On my further consultation with the Contractor speaking with him for the first time in reference to Sergeant Hamilton's data that the Contractor informed me that he would accept that data but that 1100 Rs would have to be added on, being 500 Rs spent on that same portion previous to Sergeant Hamilton commencing the work & 600 Rs spent to complete it after Sergeant Hamilton stopped by order of Lieut. Shepherd who did so because he found the experiment too costly. The mere fact of Lieut. Shepherd staying the work while on forenoon of a test, is of itself a sufficient proof that Sergeant Hamilton's Memo is not a complete data - and

even taking it at the rate of 2,000 Rs for the 85 lineal feet, it even then falls below the mark of the actual cost of 65,000 Rs. whereas the Contractor claims; but, with the view to an amicable arrangement we are willing to forego the difference & accept of the data shewn by Sergeant Hamilton plus 1100 Rs expended by the Contractor.

9 - In para 14 Col. Roberts states, that the reason was a remarkably one, during the 86 days the foundations were put in, but this statement is erroneous - The Contractor worked up & was putting on foundations up to 31st Oct^r which is 150 days in excess of that calculated by Col. Roberts - now this latter statement of mine has never been denied yet, & taking round numbers, instead of finding the large amount of Rs 500 to Rs 600, per diem you would only get from 95 to 215 Rs daily - or an average of 900 to 850 coolies per diem - which when compared with the magnitude of the work is very small indeed.

10 - Para 15 of Col. Roberts report - I must emphatically deny on behalf of the Contractor that he accepted the 8000 Rs. as a final payment of this work - The Contract Certificate does not shew it as a final payment - had it been a final payment Lieut. Shepherd would have taken a receipt to that effect, or had it signed on

* See Encl^o: marked I & II

completion certificate.

11 — I take decided objection to the latter part of Col. Roberts para 16 — It may or it may not be, 'a tale the relation of which is customarily confided to the marines', however it is a tale which was capable of being tested, the offer of having it tested was proposed, & I consider that was the proper line of conduct for Col. Roberts to pursue before making the imputation he has.

12. The latter part of para 18 — Col. Roberts here state as follows — "he bungled 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". This remark I consider quite uncalled for on the part of Col. Roberts, or to say the least looks very unhandsome on his part. The charge against the Contractor is not yet decided, a higher tribunal than the partial one that sat upon him in unrevell has to decide that question. I certainly cannot hold to Col. Roberts remark while the case is yet pending an appeal — but it only shows how ready parties are to paint people blacker than they really be; It is got to be seen that the charge was not a false one.

* marked
E. J. G. H. S.
R.

* marked
H

and got up to serve a purpose. 13 — In reply to Col. Roberts para 20 — I have only to refer you to the correspondence on record on this subject and to add in reply to the remark made about the fraudulent rates introduced by Mr. Colquhoun to inform you that Col. Roberts is again in error — here the 8/6 rate for the bridge work alluded to, was not fixed by Mr. Colquhoun but by Capt. 'Tom' Napier & Prendergast — Col. Roberts predecessor.

14 — Before concluding I should make reference to claim No 1 para 3 of my letter of the 5th, that for Sampson well sinkers — this item altho' waived by me was nevertheless a fair claim on the Department to prove this I forwarded for Col. Roberts perusal the original stamped Registered Agreement between the Contractor and the well sinkers — As soon as there are returned I shall forward them for the consideration of Government — Not that I wish to withdraw from the agreement I have already concluded but merely to show Government that our claims were not what Col. Roberts would insinuate them to be.

15 — I have now to respectfully request that Government will be pleased to give

this letter with enclosed correspondence, due
 consideration, and in laying our claims
 before them for their generous consideration,
 I trust that Government will be pleased either
 to sanction to us the payment therein
 claimed or otherwise to order the proposal
 made by me in my letters Nos 6, 8 & 14 ^{marked} ^{& H and K} ^{respectively}
 to H. Cundall - to be taken into the view
 to further consideration hereafter - I am
 doing so I further trust Government will
 generously consider the peculiar unfortunate
 position of the contractor in not being able,
 personally, to advocate his own claims.
 Further I need scarcely add the pleasure
 I shall have in doing all in my power to
 ward the furtherance of a speedy settlement
 of accounts & thus helping to forward the
 progress of the work

They remain
 Sir
 Your most obedt servant
 J. H. Prince
 Agent for V. Rajarajah
 contracts.

D. O. 1871 ¹⁸⁷¹ ¹⁸⁷¹ ¹⁸⁷¹
 Thoni, 1871 ¹⁸⁷¹ ¹⁸⁷¹ ¹⁸⁷¹
 Mr. H. H. Prince
 Agent of Contracts
 & Rajarajah
 the Secretary to Govt
 Madras
 No 24 - m. 10
 Order Palace
 2nd June 1871
 Received
 I have the
 pleasure to
 acknowledge
 the receipt of
 your letter
 of the 27th
 inst. & in
 reply to inform
 you that the
 same has been
 forwarded to
 the proper
 authorities for
 consideration.

since which, taken in connection with the
 correspondence, makes it difficult to understand
 how the latter could refer to it in support of the
 statements in his letter of appeal.
 It shows that (as reported by the
 Superintendent Engineer in his letter dated 2nd
 ult.) there remains only two claims viz 1 &
 2 & 8 (in the abstract appended) insisted
 upon by the contractor but altogether inadmissible.

of accounts other belonging to forward the
progress of the work

Very remain
Sir

Your most obedient servant
J. H. Prince

Agent for V. Rajarashan
Contractor.

N^o 132
Note by the Acting Chief Engineer for
Contractor

Having gone carefully through the correspondence
forwarded by the Contractor's Agent and his own
letter to the Secretary, P. H. P. I can find no
thing to modify in any way the decision arrived
at in this case is the approval of the Superintendent
and Engineer's proceedings expressed by Government
in their order dated 20th ultimo.

Case number
K

2. I append an abstract of the correspond-
ence which, taken in connection with the Contract
or's agent's letter dated 20th ultimo (which closes
the correspondence) makes it difficult to understand
how the latter could refer to it in support of the
statements in his letter of appeal.

3. It shows that (as reported by the
Superintending Engineer in his letter dated 20th
ultimo) there remains only two claims viz. 1st
2 & 8 (in the abstract appended) presented
upon by the Contractor but altogether inadmissible
the

the remainder have either been given up or settled.
 or are in a fair way towards settlement.
 In his letter dated 11th May the last on this
 side of the correspondence, the Executive Engineer
 reminds the Contractor that he is liable to the
 penalty of 5 percent reduction on the valuation
 of work executed by him, in case if the two
 claims above referred to being pressed against
 Government, it may be expedient to enforce
 this penalty as a set off.

Fort St George, N.Y. Captain H.B.
 10 June 1871 Chief Engineer for Irrigation

The Secretary of Government
 Off. Dep.

Abstract of Correspondence referred to on pages 5 to 7 9 11-13 14-15 of Contractor's Claims Letter

Claim	Contractor's Agent	Executive Engineer	Agreed
1. Drywall & well-sinkers	Drywall and by mutual consent		
2. Baling & Excavation	Claims the 65000 as for excavating & baling the foundations to the audit.	Claims, excavating 120000 already paid 10 full payment. In all work done under this head	
3. North Head Sluice	North Head Sluice (baling for this at hand for repair except the lower portion of 25 feet being well repaired but not yet paid)	10 below	
4. South Head Sluice	South Head Sluice - In the whole of this work he has only been paid as follows	As regards the statement that the work was carried on at heavy expense during the S. Lord's term. The Contractor was warned by V.L. Shepherd not to continue the work in the last of the rains after the 1 st June	
5. Total for remainder work	149360 credits paid - 119902. 50. Bank	For the lower portion of the second retaining wall payment will be made at the rate of 12000 - 12000	
6. Difference between 149360-119902	29458. 50. 1	1862 - 1200	
7. Work was carried on at heavy expense during the South Head Sluice	29458. 50. 1	1862 - 1200	
8. While regard to Sargent Hamilton's date - the	29458. 50. 1	1862 - 1200	

under dispute. Only, being interested as far as labor & damage work, the contractor expended \$200.00 on it. The extra work mentioned this amount by the crib and also after being agreed upon by the contractor the cost of the work was \$100.00 and the contractor should be allowed for the work at \$200.00. The contractor should be allowed for the work at \$200.00. The contractor should be allowed for the work at \$200.00.

Extra Rate for moving Channel with Channel - Has been referred to Chief Engineer for signature.

3 Extra Rate for excavation - Rates for excavation to be those already accepted in other cases on this work by the contractor for the various kinds of soil - the rates provided by agreement, would give the contractor a smaller payment than those above referred to.

Reason of damage will be paid for damage.

According to the rates of the punctured estimate

- 6 Extra Rate for Elliptical section work - agreed
- 7 Extra Rate for excavating, bank Channel & damage allowance - Rates to be allowed according to (same as for 5 above) -
The estimate for this work was framed before the agreement with the contractor, and was included in the general estimate referred to in that agreement.
- 8 Extra Rate for 2 1/2 cubic yard per cubic yard will be allowed for cut stone in amount for other stone the estimate rates for cut stone will be adhered to. These rates at 100.00 per cubic yard with the distance from the quarries.
- 9 Extra Rate for Cut Stone - understands that 1800 will be allowed for cut stone in amount of 1200 agreed to by Contractor initially, and for other works according to distance.

10 Excavating funds. Excavation by measurement -
tion of ~~part of~~ ^{the} estimate at 5 per cent in the amount of
-phon (the estimate)

11 Paving at 20 per cent in the full amount of the
• full amount of the estimate - subsequently reduced to 5 per
cent

12 Payment for materials remaining under stands is admitted
on work

14 Compensation for claims for losses sustained by him in the
• matter of advances to subcontractors

Claims will be submitted to the
• of Government -
In each case the Contractor will have
to justify the Superintendent Engineer that
the advance was a bona-fide advance for
the purposes of the work and will have to
produce the part by whom the alleged
irrecoverable balance is due.

W. R. Reynolds. Captain R.C.
Acting Chief Engineer for Irrigation

W. Department.
 The Government
 Under date the 22 June 1871

Read the following

From
 Mr. J. B. French, Agent for
 V. Nagavachary, Contractor
 As Chief Engineer for Irrigation

C. 47 & 24 dated 2nd June 1871
 C. 128 132 dated 10th June 1871

Resolved that the
 above letter and its accom-
 paniments be sent to the
 Super Engineer of the 8th
 Division for disposal.
 Government have already
 expressed their approval
 of the steps taken by that
 officer towards settling the
 claims of the Contractor
 Nagavachary and find
 nothing in the correspon-
 dence forwarded by the
 Contractor's agent to in-
 duce them to modify
 the decision they have
 come to - or to shake their

15 13 June 1871

15 13 June 1871
 The Asst Chief
 Engineer for Irrigation
 The Secretary to
 Govt of Madras

15 13 June 1871
 15 13 June 1871

15 13 June 1871
 - no Agent after 9 April
 in connection with the
 Stungunur Canal
 Contract - 22 June 1871

confidence in Colonel
Roberts ability to deal
with the case.

As regards the forfeiture
of 5 per cent for non com-
-pletion of the works within
the specified period His
Excellency the Governor
in Council observed
with approval that it
is not proposed to enforce
payment of this penalty
except in the last resort
it being necessary to do so
as a set off to exorbitant
claims on the other side.

M.
14.6.71

Y

12.5.
3
The Super Engineer & District
" Chief Engineer for District
Defd. 27/6/71

19 June 1971

Cost of (1871) Madras.

PUBLIC WORKS.

1. The Superintendent Engrs
8th Division

Date

Recd

G O 22 June 1871, No 1685.

Nos. 442 & 443

[Faint handwritten notes, possibly describing public works or drainage]