

(1) Number of pages 132(2) Date of report 2.6.55

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.**Government of Madras.****DEPARTMENT.**

G.O. No.	Press
<u>193-165</u>	Mis.
Dated <u>10</u>	<u>18</u>

Not to be folded or roughly handled

T.S.

*Proceedings of the Madras Government, Public Works Department,
10th July 1871.*

No. 145. Read the following letter from the Acting Superintending Engineer, 8th Division, to the Secretary to Government, Public Works Department, dated Madras, 30th May 1871, No. 606 :—

With reference to G. O., No. 1,214, dated 2nd May 1871, and in continuation of my letter, No. 336, dated the 1st idem, I have the honour to submit, in original, a report* and its 27 enclosures from
• No. 32, 17th May 1871. Lieutenant F. S. Shepherd, R. E., Executive Engineer, assigning reasons why the Government would be justified in taking the contract for the Streeviguntum Anicut Project out of the Contractor's hands.

From Lieutenant F. S. SHEPHERD, R. E., Executive Engineer in charge of Streeviguntum Anicut Project, to the Officer in charge of the Irrigation Range, Tinnevely, dated Pudugudy, 17th May 1871, No. 32.

With reference to your letter No. 49, dated 9th instant, I have the honour to report that the contractor commenced work about the beginning of December 1868 and ceased working about the 20th January last, on which date he was arrested on a criminal charge, of which, as you are aware, he was convicted and sentenced to two years' imprisonment on the 11th April last. You will observe from the Memorandum of Agreement, dated 21st December 1868, that the contract was given according to the rates only, and the contractor was liable to a penalty of 5 per cent. on the rates if he failed to complete the work by 1st April last. The contractor has not only failed to complete the whole of the work by that date, but has only satisfactorily completed three small masonry works out of about thirty-five, 8 miles of channel out of about 35 miles, and 5 miles of tank bunds out of about 30 miles. Now, whatever excuses the contractor may give for not having completed some portions of the work, I submit that it is impossible to conceive any legitimate reason for having left such a large quantity of work in an incomplete state; and I shall proceed to show that had the contractor gone on in the same way as he began and continued to work during the first season, that is, up to October 1869, he would have had no difficulty whatever in completing the work within the time allowed; and that the delay is due solely to his disregard of repeated orders, and to his attempts at introducing inferior work in order that the work executed on this project might not compare favourably with that executed by Mr. Colquhoun in the same range.

I will now proceed to state what I believe to have been the true causes of delay, and quote my memorandums in the margin in support of my statements.

The work proceeded very satisfactorily until October 1869, up to which date the value of work executed was about 3½ lacs of Rupees, and the expenditure had risen to Rupees 50,000 per mensem. In November 1869, I had to call the contractor's attention to the falling off in the rate of progress of the works.

In April and May 1870, I had to begin rejecting considerable portions of the earthwork, and the contractor still continued obstinately to resist the order for completing the earthwork already in hand. From the commencement of the project up to this date not a single mile of either tank or channel had been completed, although the fullest instructions had been issued.

During the next month the contractor suddenly roused himself and appeared willing to obey orders, and to show what he could do if he chose; he finished off five miles of tank bunds and one mile of channel within the month, and promised in future to give no further trouble. Unfortunately about August an enquiry commenced into the quality of the work executed by this contractor under Mr. Colquhoun, and he has since then been endeavouring to have made up his mind that his only chance of escaping comparison on this project, shall be to compare favourably with that executed by Mr. Colquhoun in the same range.

Proceedings of the Madras Government, Public Works Department,
10th July 1871.

The consequence of the contractor's resolution was a wholesale rejection of his work and materials; (vide memorandums noted in the margin.)
L, M, N, O, P, Q, R, S, T, U, W, X.

You will observe that I have always steadily refused to allow the contractor more time than that specified in the Memorandum of Agreement, and have always kept him well supplied with work; and you are aware that he has utterly failed to substantiate, in any one instance, his charge of harsh treatment on my part.
I, Y, Z.
A, E.

It is not necessary for me to make a detailed statement of the way in which Rutna Moodelly was recognised as a partner in the contract, as, I believe, you have already obtained an indemnity against his claims.

No other individual, except Rutna Moodelly, was in any way recognised by me as a partner in Ragavacharry's contract; and all the contract certificates are signed V. Ragavacharry simply, and not V. Ragavacharry and Co.

We have then as reasons for taking the contract out of Ragavacharry's hands—

(1.) The failure to comply with the conditions of the Agreement—either to complete the whole of the work by the 1st April 1871, or pay a penalty.

(2.) Stoppage of work by the contractor for about three months.

(3.) Continued attempts at introducing bad and inferior work.

(4.) The contractor's conviction on a criminal charge.

Copies of twenty-five of my memorandums to the contractor are forwarded herewith and two original petitions from the contractor.

The contractor's arzees Nos. 40 and 55, referred to in my memorandums, I. K., have been filed in Court, and it will take some time to procure them. Their tenor may be gathered from my replies, and I do not consider them of sufficient importance to make it worth my while to delay this report until they are forthcoming.

No. 146. ORDER THEREON, 10th July 1871, No. 1,813.

IRRIGATION, No. 11.

ORDERED to be recorded with reference to the undermentioned orders:—

G. O., No. 1,572, dated 13th June 1871.

" " 1,685, " 22nd " "

" " 1,710, " 26th " "

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the Acting Superintending Engineer, 5th Division.

No 606

3 Madras
30th May 1871

From

Lieut. Col. A. Roberts A.E.

Actg. Superintg. Engineer 8th Div.

To

Colonel J. Gaspardale A.E.

Secretary to Government D.W.

Sir

Encs: 20

With reference to G.O. No. 1214 dated 2nd May 1871 and in continuation of my letter No. 336 dated the 5th idem, I have the honor to submit (in original) a report No. 3257th May 1871 and its 27 enclosures from Lieutenant J. S. Shepherd A.E. Executive Engineer assigning reasons why the Government would be justified in taking the contract for the Shivigundam Ancient Project out of the Contractor's hands.

I have the honor to be
Sir

Yours Most Obedient Servant

A. Roberts Lieut. Col. A.E.
Actg. Superintg. Engineer 8th Div.

No 32.

Shreegumbam Amunt Office -
Pudugudy 17th May 1871

From

To

The Officer in charge of
Shreegumbam Amunt Project

The Officer in charge of the
P.W. 1871 Receipt
No. of report for July
L: 2533.

Per 2nd Aug/71 No 26-27 -
L: 2526-2544 - 2556/71
15-5-95

The Superintendent's letter No. 10th Dec.

To the Secretary to Govt. works about
P.W.

Dated 30th May/71
Recd. 3rd June

No 606.
Encls: 2 P.S.

Submits a report
from Quins Stephens
a signing names why
the Govt. would be just
if in taking the Govt. work was
paid for the Shreegumbam
Amunt Project
out of the contractor's
by 1873-10th July/71

No 145

L: 30th June/71 No. 44 July

The work by 1st April last. The Contractor
has not only failed to complete the whole
of the work by that date but has only 5
bales.



No. 32.

Shreegumbum Amicut Officer -
Pudugudy 17th May 1871.

From

To

The Officer in charge of
Shreegumbum Amicut Project.

The Officer in charge of the
Irigation Punganenmully.

Sir

Enclosure No. 27.

With reference to your letter No. 49 dated 9th Inst. I have the honor to report that the Contractor commenced work about the beginning of December 1868 and ceased working about the 20th January last, on which date he was arrested on a Criminal Charge, of which, as you are aware, he was convicted, and sentenced to two years imprisonment on the 11th April last. You will observe from the Memo of Agreement dated 21st December 1868. that the Contract was given according to the rates only, and the Contractor was liable to a penalty of 5 per cent on the rates if he failed to complete the work by 1st April last. The Contractor has not only failed to complete the whole of the work by that date but has only 5

taken

Satisfactorily completed three small masonry
works out of about 35, eight miles of chan-
nel out of about 35 miles and 5 miles of bank
bunds out of about 30 miles. Now, whatever
excuses the Contractor may give for not
having completed some portions of the work,
I submit that it is impossible to conceive
any legitimate reason for having left such
a large quantity of work in an incomplete state;
and I shall proceed to show that had the
Contractor gone on in the same way as he
began and continued to work during the
1st season, that is ^{up to} October 1869, he would have
had no difficulty whatever in completing
the work within the time allowed; and that
the delay is due solely to his disregard of repeated
orders and to his attempts at introducing
inferior work in order that the work
executed on this project might not compare
favorably with that executed by Mr. Col-
quhoun in the same range.

I will now proceed to state what I
believe to have been the three ^{causes} of
delay and quote my Memoirs in the margin
in support of my statements:—

The work proceeded very satis-

satisfactorily until October 1869, up to which
date the value of work executed was about
3½ lakhs of rupees and the expenditure had risen
to Rs 50,000 per mensem. In November 1869, I
had to call the Contractor's attention to
the falling off in the rate of progress of
the works.

In April and May 1870, I had to
begin rejecting considerable portions of the
earthwork and the Contractor still con-
tinued obstinately to resist the order for
completing the earthwork already in hand.
From the commencement of the project
up to this date not a single mile of either
bank or channel had been completed
although the fullest instructions had
been issued.

During the next month the Contractor
suddenly raised himself, and appeared willing
to obey orders; and to show what he could
do if he chose he finished off five miles
of bank bunds and one mile of channel
within the month and promised in
future to give no further trouble.

Unfortunately about August an
enquiry commenced into the quality
of

the work executed by this Contractor under
Mr. Colquhoun and the former appears to have
made up his mind that his only chance of
escaping censure was to take care that the
work ~~was~~ executed on this project should
not compare favorably with that executed
by Mr. Colquhoun.

The consequence of the Contractor's
resolution was a wholesale rejection of
of his work and materials (vide Memos
noted in the margin)

You will observe that I have
always steadily refused to allow the
Contractor more time than that specified
in the Memo of Agreement and have always
kept him well supplied with work; and
you are aware that he has utterly failed
to substantiate in any one instance his
charge of harsh treatment on my part.

It is not necessary for me to make
a detailed statement of the way in which
Rutnamdasdasy was recognised as a part-
ner in the Contract as I believe you have
already obtained an indemnity against his claims.

No other individual except Rutnam-
dasdasy, was in any recognised by me as

under

E. H. R. B. P.
D. R. S. F. W.
M. A.

F. G. H.

A. E.

2

a partner in Raganachary's Contract; and
all the Contract Certificates are signed of
Raganachary simply, and not of Raganachary & Co.

We have then as reasons for taking
the Contract out of Raganachary's hands:-

1. The failure to comply with the conditions
of the Agreement - either to complete the
whole of the work by the 1st April 1871
or pay a penalty.
2. Stoppage of work by the Contractor
for about three months.
3. Continued attempts at introducing bad
and inferior work.
4. The Contractor's conviction on a criminal charge.

Copies of twenty-five of my memos to
the Contractor are forwarded herewith
with 8 true original petitions from
the Contractor.

The Contractor's Argus No. 1, 1870
referred to in my Memo's F. H. have
been filed in Court and it will take
some

some time to procure them. Their names
may be gathered from my replies; and I do
not consider them of sufficient importance
to make it worth my while to delay this
report until they are forthcoming.

I have the honor to be
Sir

Your most obedt servt.

F. W. Shepperd. Junr 1868
Executive Engineer in
Ch. of the A. S. P. S.

From

The Officer in charge
of the A. S. P. S.

To

The Officer in
Ch. of S. P. S.

Dated 14th & 15th May 1871.
Recd 19th May 1871.

No. 32

Enclosures 27.

Your letter No. 49
dated 9th Inst.

States the reasons
why the fault-
for the steam engine
Amiens. Project may
be taken out of the
for the engine hands.

No 268

Poodagood
9th March 1871

10

Memo

The contractor is reminded that

1575-75

Enclosure No 1 in a letter
from the Sup^d Engineer
to the Secretary
to Government P.W.D.
No 606, dated 20th May 1871.

received
given to
dated in
31st Dec^r 68.
to do away
the marks
before the

P.W. 2533/71

Letter from Ld^o
J. D. Shepherd P.E. to
the officer in charge of the
Irrigation Range Timewell
No 32 dated 17th May 1871.

therefore,
city of fine
des at the
be not
pril next.
to proceed
at measures
payment.
Shepherd 2nd 68
since

The Contractor

(True copy,

J. D. Shepherd
P.E.

No 268 1/2 Poobagood 10
9th March 1871.

Memo

The Contractor is reminded that the Contract for the Shreejumbum Ammied Project was only given to him on the Conditions stated in the Memorandum dated 31st Decr 68.

There does not appear to be any doubt that the whole of the work will not be completed before the 1st of April 1871.

The Contractor is, therefore, warned that if, the penalty of five percent on the full rates of the Estimate, or Rs 1,580, be not paid before the 1st of April next, he will not be allowed to proceed with the work and that measures will be taken to enforce payment.

(Sd) F. S. Shepherd 2nd 68
Chce Engineer

To
The Contractor

(True copy)

F. S. Shepherd
2nd 68.

No 344 } Padagog 12
28th January 1871.

Hemas

15-5-71

Enclosure No 2 in a letter
from the Sup^e Engineer sent
to the Secretary to Govt.
P.W.S. No 666 dated 25th
May 1871-

been going
to the
proper
ess of the
not able
ersonally.
derstand
ier cannot
sent in
excuse for
way.

P.W. 2533/71

Letter from Lieut.
J. D. Shepherd R.E. to
the Contractor No 568
dated 9th March 1871-

any chance
pleased
I own that
not now
now why the
forced

The Contractor is requested to
state whether he wishes to
continue the work or to be
relieved of the contract.

(For this letter please see the)

No 344

Padagogy 12
28th January 1871.

Memo

Public or no work has been going on since the Christmas Holidays. The Contractor should make proper arrangements for the progress of the works by Agent if he be not able to attend to the matter personally.

He should distinctly understand that the Executive Officer cannot admit the fact of the present "Magisterial enquiry" as an excuse for delaying the work in any way.

There does not appear any chance of the project being completed within the time agreed on (that is before the 1st April next) nor does there appear any reason why the full penalty should not be enforced in case of failure.

The Contractor is requested to state whether he wishes to continue the work or to be relieved of the contract.

In the latter case the

Executive Officer will consider the
terms on which he may be retained.

(D) F. S. Shepherd Esq.
Esq. - Engineer.

To The Contractor

True copy

F. S. Shepherd
d. S.

Enclosure No. 3 in a letter
from the Sup^d Engineer
8th Division to the
Secretary to Government
P. H. S. No 606 dated
30 May. 1871 -

P. H. 2532/71

Letter from Lieut F. S.
Shepherd R.E. to the
Contractor No 344 dated
28th January 1871 -

Executive Officer will consider the
terms on which he may be retained.

(To) F. S. Shepherd Esq.
Esq. Engineer

To The Contractor

Truce copy

F. S. Shepherd
Esq.

No 302 Poodagoody
11th November 1870.

Memo

14

Marathony Tank

The bund from 630 to 445
Consists of large lumps.
It will have to be removed &
done over again.

From 0 to 2100 the sub-
side lumps require to be
broken up.

(To) F. S. Shepherd Esq.

Esq. Engineer

To Mr. Hughes Esq. (Truce copy)
The Contractor
Truce copy F. S. S.

Executive Officer will consider the
terms on which he may be retained.

(To) F. S. Shepherd & Co.
Esq. - Engineer

To

Enclosure No. 4 in a
letter from the Sup. Engr.
S. J. to the Secretary
to Govt. P. W. S. No. 606
dated 30th May 1871.

P. W. 2533/71

Letter from F. S. Shepherd
R. S. to W. Hughes Esq.
& to the Contractor
No. 302, dated 11th Novem-
ber 1870

Executive Officer will consider the
terms on which he may be retained.

(Do) F. S. Shepherd & Co.
Esq. - Engineer

To J.

15

Y/) Orupparum
22nd October 1870

Channel No 288
Channel round the Arcuocymangalam
Sanks.

The lumps of earth on the outside of this
banks appear to have been broken up;
but those inside are still left as first
thrown up. Some of these lumps are about
a foot square.

This Channel should be finished off
from the commencement to its patches.

Double Dam

Portions of this work have been injured by
the late rain & must be taken up and
rebuilt the upper two feet of the north east
wing wall & the upper two feet of the last 15'
from the north end of the foundations of the
Eastern dam & retaining wall, & nearly all
the upper two feet of the Western dam.

(Signed)

F. S. Shepherd
L. B. E.

To W. Hughes Esq. (per copy)
The Contractor.

F. S. Shepherd
L. B. E.

Pudugudy
20th October 1870.

Album No 285

The Executive office has
 several times had to call the Contractor's
 attention to the incomplete state of the
 tank bunds. It is now nearly a
 year since these bunds were damaged
 and; but in no part have the re-
 pairs properly completed. The heights
 of the bunds have to be raised at
 least 30% more & have been forwarded to the
 top, the ground has just been
 by rain; and the present is a
 fine opportunity for finishing
 the work.

P. 44. 25.33/71

Letter from Linell
Shepherd, R.B. to Mr.
Hughes Esq. & to the
Contractor No. 288, dated
22nd October 1870.

other hand, it is probable that these
all be considerably injured by the
if left in their present incomplete
the loss will fall upon the Contractor
tractor is reminded that it was only
special recommendation of the Executive
that he received any compensation for the
to the tank hands even when injured
ceasing flood of November last & there will
to slightest possibility of any allowance
the damage

(Signed) J. S. Stephens
J. R. C.

Lo W. Hughes Esqre
The Contractor *1 - true copy*
E. H. Whipple
RE

Pudugudy
20th October 1870.

Memo No 285

The Executive officers has several times had to call the Contractor's attention to the incomplete state of the northern tank bunds. It is now nearly a year since these bunds were damaged by the flood; but in no part have the repairs been properly completed. The heights to which the bunds have to be raised at every 200' have been forwarded to the Contractor, the ground has just been softened by rains; and the present is a favorable opportunity for finishing off the work.

On the other hand, it is probable that these bunds will be considerably injured by the monsoons, if left in their present incomplete state and the loss will fall upon the Contractor. The Contractor is reminded that it was only at the special recommendation of the Executive Officers that he received any compensation for the damage to the tank bunds when injured by the excessive flood of November last & there will not be the slightest possibility of any allowance for further damage.

(Signed) F. D. Shepherd.
L. R. S.

To
W. Hughes Esq.
The Contractor
J. R. S.
W. R.

Yr
Fridgesday
10th October 1870

Memo No 271
Cannon Drop.

The wing walls of this work are rejected. They are built with bad Chumam masonry appears to have been used and not properly cleaned; & the Chumam has not been properly ground.

Enclosure No. 6 in a letter from the Sup. Engr. 8th Nov to the Secretary to Govt. P. W. D. No. 606 dated 30th May 1870

ly & Apron of this work will be used as soon as the wing walls are completed.

Sancken Lunk
which is thrown up in lumps in repeated orders.

Must be sufficient merely to bank lumps on the outside of the bank; lumps are discovered inside the work & will be rejected.

P. W. 2503/71

(Signed) F. S. Shepherd
L. B. E.

Letter from Lieut. Shepherd R.E. to Mr. Angus Copps & to the Contractor No 285, 20th October 1870.

Supr. Seton
Contractor (true copy)

F. S. Shepherd
R.E.

41

Poughkeepsie
10th October 1870

Memo No 271

Chumam Drop.

The wing walls of this work are rejected. They are built with bad Chumam. The Chumam appears to have been mixed with sand not properly cleaned; & the Chumam has not been properly ground.

The body & Apron of this work will be inspected as soon as the wing walls are removed.

Clappanishew Lumps

The earth is thrown up in lumps in spite of repeated orders.

It will not be sufficient merely to bank up the lumps on the outside of the bank; but if lumps are discovered inside the work ~~the work~~ will be rejected.

(Signed) F. S. Shepherd
L. B. E.

To

Mr. Supr. Sifton
The Contractors (true copy)

F. S. Shepherd
L. B. E.

No. 263

Shreegumbhara Office
Darsur 6th October 1870.

Memo

F.L.

Sagarampadam Bridge

Enclosure by in a letter
from the Sup. Engr. 8th Dec
to the Secretary to Govt.
S.P.O. No. 606 dated
30th May 1871.

ected plastering has not yet
moved and nothing has been
done during the last three months.

alare Bridge

hole of the plastering should be
before the work is recommenced.

phon Lucies

P. W. 2533/71

Letter from Lieut
Shepherd R.E. to Mr. Supr.
Deton & to the contractor
No. 271 dated 10th October
1870.

ricks and brick culms brought
of these works are re-
of inferior quality and are
once removed.

Draw Head Lucies

ricks brought to the site
are of very inferior

not one percent of them
at to the average brick
made during the 1st season.

They are all to be rejected.

To Mr. Supr. Engr.
Darsur

For F.L. Shepherd
J. H. C. C. C.

No 263

Shreejimbhamb Office
Pune 6th October 1870.

22
Memo

Colasagarampalam Bridge

The rejected plastering has not yet been removed and nothing has been done during the last three months.

Tricalare Bridge

The whole of the plastering should be removed before the work is recommenced.

S. Syphon Sluice

The bricks and brick culis brought to the site of these works are rejected as of inferior quality and are to be at once removed.

Pareur Head Sluice

The bricks brought to the site of this work are of very inferior quality. Not one percent of them are equal to the average brick made during the 1st season. They are all to be rejected.

To W. Hughes Esq
Superintendent
The contractor

For F. S. Shepherd Esq
J. H. C. Esq
268

Pudugudy
27 Sept^r 1870. 24

Memo No. 253.

Mr. Seton's letter No. 40 dated 22 Inst.

Mr. Seton will state why the Executive

Enclosure No. 8 in a letter is order contained in memo No. 124
from the Sup^r Engineer the July 70 has not been enforced
to the Secretary. The Executive Officer is not aware
to Genl. S.P.M. No. 606 the Contractor means by 2 d.
dated 30th May 1871. bricks. No such distinction is

in the Estab.

Bricks are not Classified, but put
in a Bill. The quality of bricks re-
as clearly defined in memo No. 244.

Mr. Seton will be careful
more that do not come up to that
d.

P. W. 2533/71

Letter from Mr. Shepherd
R. S. to Mr. Hughes Esq.
Mr. Sup^r Seton & to the
Contractor, No. 263. &
6th October 1870

Contractor has delayed the preparation
also this season; excusing himself
on account of the loss sustained in this
or account of the prevalence of
He now brings up a number of inferior
in the season; expecting that they
passed to save delay in the exe-
of the works.

(Signed)

F. S. Shepherd
L. R. E.

To
Mr. Sup^r Seton
The Contractor. (In copy)

F. S. Shepherd

Piedmont
27 Sept^r 1870. 24

Memo No. 253.

Mr. Seton's letter No. 40 dated 22 Inst.

Mr. Seton will state why the Executive
officer's order contained in memo No. 124,
dated 11th July 70 has not been enforced.
The Executive Officer is not aware
what the Contractor means by 2^d.
Clay bricks. No such distinction is
usual in this Locality.

The bricks are not Classified, but sorted
from the kilns. The quality of bricks re-
quired was clearly defined in memo No. 244,
dated 17th 9. Mr. Seton will be careful
to pass none that do not come up to that
Standard.

The Contractor has delayed the preparation
of materials this season; excusing himself
partly on account of the loss sustained in the
flood, & partly on account of the prevalence of
Cholera. He now turns up a number of inferior
bricks late in the season; expecting that they
will be passed to cause delay in the exe-
cution of the works.

(Signed)

F. D. Shepherd
L. R. C.

To Mr. Sup^r Seton
The Contractor. (In copy)

F. D. Shepherd



Peru

P. W. 2523/71

Letter from Lewis
Shepherd, R. C. to Mr.
Supt. School & to the
Contractor No. 253. of
27th September 1870.

(sd) F. L. Shepherd 21/6/68
Executive Director

Hughes Esq^r
The Contractor
Mex. Terranaque Pelay
1. Enc copy.

J. L. Shepherd

No. 261 (17) Pour 26
6th October 1870

Memo

Annexed

The bricks now being brought to
Site are far ^{inferior} quality to those usually
made & the work is to be stopped
until better ones are supplied.
No more bricks are to be made on
the North side of the river. The
bricks should be made on the
South side under the superintend-
ence of the Officer on the spot.
A ring bund 16' high should be made
without delay round the North
Head Sluice.

(Sd) F. S. Shepherd Esq
Executive Engineer

To

W. Bushe Esq
The Contractor
Messrs. Carrington & Pelly
1. Encopy

F. S. Shepherd Esq

23

11. - No issue for the replastering of
in a better bridge.

the orders issued by Mr. Petron

F. S. Shepherd
L. R. E.

Mr. Sup^r Sisson.
The Contractor.

(Some copy)

A. L. Shephard
N.E.

Letter from E. B. Shepard
R. E. to W. Hughes Esq.
Contractor & to the
Overseer Veeravazoo Pillay
No. 261, dated 6th October
1870.

(17)

Pudugudy

27/9/70.

28

Memo No 248.

M^r: Sison's letter No 41 dated 21st Inst.

The Contractor appears to have disregarded the orders issued for the replastering of Ticalur bridge..

The portions replastered contrary to orders is to be removed and the work is to be done in strict accordance with the orders issued by M^r: Sison

(Signed)

J. S. Shepherd

L. R. E.

To

M^r: Sison.

The Contractor.

(Same copy)

J. S. Shepherd
R.E.



Marthiny Palingulak

Enclosure No. 11 in a letter from the Supt. Engineer & Mr. James Calingula to the Secretary Govt. I.O.M. No. 606. dated 30th Nov. 1879.

Enclosure No. 11 in a letter from the Supt. Engineer to the Secretary Fort S. B. No. 606. dated 30th May 1861 is little better than sand pits are of enormous thicknesses of unburnt & inferior bricks lying near this work & should be removed & delay. The work is to be stopped until this is removed well around stopped so as to proper junction with the retaining wall will leave to be taken down & take the bond.

№ 2503/7

Dray Law

many rejected bricks lying at
this work.

Letter from Mr. Shepherd
R. E. to Mr. Supervisor
Seton & to the Contractor
No. 2518, dated 27th
September 1870.

hile inferior material is at Liko.

Stone work should proceed as rapidly as possible. At least 3 yds in width of rough stone boulders should be completed throughout the

(F) Pullamullay. 20th Sept^r 1870. 20

Memo No 247

Marthandapuram Calingulak

The portion lately built of the right wing wall of this Calingulak is very badly executed & should be removed without delay.

The Churnam is little better than sand & the joints are of enormous thickness.

Pottalacalum Calingulak

A number of unburnt & inferior bricks are lying near this work & should be removed without delay.

The brick work is to be stopped until this is done. The wing wall is to be stopped so as to form a proper junction with the retaining wall. A portion will have to be taken down to complete the bond.

Oppar Adiy Dam

There are many rejected bricks lying at the site of this work.

These, together with the debris of the rejected work, should be removed without delay. The brick work is to be stopped until this is done.

M^r Hughes should not hesitate to stop any work while inferior material is at site.

The rough stone work should proceed as rapidly as possible. At least 3 yds in width of rough stone boulders should be completed throughout the

12/1/71
whole length of the dam before the monsoons.
The Contractor will be held responsible
for any damage to the foundations if this
order be not immediately attended to.

More attention should be paid to the bond in
the brick work, & the thickness of the joints
should not exceed $\frac{1}{4}$ inch. The brick work
of the wing walls is very rough.

(Signed)

L. S. Shepherd

L. R. E.

To. W. Hughes Esq.
The Contractor.

Same copy.

L. S. Shepherd
V. R.

Shrippuram

15th September 1870

Memo

Enclosure No. 13 in a
letter from the Sup. Engr.
S. Engr. to the Secretary
to Govt. S. P. W. No. 606
dated 30th May 1871

31

Syphon Sluice at Gaud.

have been issued to remove cuttings
and bricks from the work spots
at Calingulab at Gaud.

Foundation should be excavated
to the rock, or about 1' more than
sent.

P. W. 2533/71

Sicthunder Bridge

Letter from L. S. Shepherd, R. E. to Mr.
Hughes Esq. & to the
Contractor No. 247. dated
20th September 1870.

It appears to have been done for
months. The alignments should not
be higher until the flooring is complete.
Now as some had bricks near this,
more, this should be removed without
delay.

whole length of the dam before the front one.
The Contractor will be held responsible
for any damage to the foundations if this
order is not immediately attended to.

More attention should be paid to the bond in
the brick work, & the thickness of the joints
should not exceed $\frac{1}{2}$ inch. The brick work
of the wing walls is very rough.

(Signed)

J. S. Sh

L. B.

To. W. Hughes Esq.
The Contractor.

Yours copy

J. S. Sh

Suppuram
15th September 1876
No 216

Memo

Syphon Shuco at Grant.

Orders have been issued to remove certain
overburnt bricks from the work Spout

Bridge & Calingulab at Grant.

The foundation should be excavated
down to the rock, or about 1' more than
at present.

Sicthender Bridge

Work appears to have been done for
some months. The Abutments should not
be raised higher until the flooring is completed.

There are some bad bricks near this
work, these should be removed without
delay.

Doubt's Claim.

The bricks on the work spot are of inferior quality. These should be removed & the work stopped until better ones are obtained.

Paliacole road bridge.

The bricks brought to site are all of inferior quality and are to be rejected.

North Channel

The work in the portion of the North Channel round the Arumogamungalam

Sank is proceeding very unsatisfactorily.

The Contractor has been repeatedly warned that if earth were thrown up in lumps it would be rejected, notwithstanding which he continues to neglect for providing rammers for breaking the lumps.

We should distinctly understand that

all lumps containing unbroken lumps of earth will be rejected, however far advanced towards completion. The work is to be stopped until rammers are provided.

(Signed) F. J. Shepherd
Ex. Engr.

To
Mr. Dykes Esq.
The Contractor
True copy,
F. J. Shepherd
Ex.

Muzgalacorchy
P. 211 17th September 1870

Memo.

Enclosure No 13 in a
letter from the Sup.
Engineer 8th Dec to the
Secretary to Govt. No. 80. 88
No 606, dated 30th May/71

The bricks brought by the
to the works have latterly been
rior in quality to those made in
the first season.

P. W. 2500/71

Letter from Lieut
Shepherd R.E. to Mr
Hughes Esq. & to the
Contractor No. 246,
dated 15th September/70.

The bricks made at Shintapary
to United Head Slives where the
too formerly obtained his supply
at in quality to those used in the
only differing from the latter
a thickness of 2 $\frac{1}{2}$ inches instead

as such bricks were supplied the
Executive Officer had no trouble in passing
the material and the masonry work
progressed rapidly. During the present season

Mungalakorby 23
P. 214 17th September 1870

Memo.

Enclosure No. 13 in a
letter from the
Engineer 8:30-10:15
Secretary to Govt. 3:30-5:00
No. 608, dated 17/9/70

The bricks brought by the
Contractor to the works have latterly been
far inferior in quality to those made
during the first season.

The bricks made at Shuntispari
near the Antro Head Shiva where the
Contractor formerly obtained his supply
were equal in quality to those used on the
Acicout, only differing from the latter
in having a thickness of 2 $\frac{1}{2}$ inches instead
of 3".

As long as such bricks were supplied the
Executive Officer had no trouble in passing
the Matijal and the masonry work
progressed rapidly during the present season.

P. 2500/71
Letter from Mr. C. H.
Shepherd 10:15-11:15
Hughes Esq. 4:15-5:15
Contractor 10:15-11:15
dated 15th September 1870.

11/14/11
the work has been repeatedly delayed by the
Contractors attempts to introduce inferior
bricks.

To avoid any misunderstanding
in future, the Contractor is informed that
no bricks will be passed unless equal in
quality to those made at Shentirpary
during the first season.

(Signed) F. L. Shepherd Esq
Cm. Engineer

To Mr. Hughes Esq
Contractor
F. L. Shepherd Esq
Cm. Engineer

No. 336 & 11 Mangalakurichy
14th December 1870
27

Memo

Incalore Bridge

The Chunnam brought to this work
appears to have deteriorated from
having been kept too long.

It must be removed at once and
fresh chunnam provided.

Poreur Head Sluice

Bad bricks continue to be
brought up for this work
delayed on that account. Fresh chun-
nam is to be provided and the old
Chunnam rejected.

Carum Calugulak

The stones rejected have not
yet been removed.

(Signed) F. L. Shepherd Esq
Cm. Eng^r

To The Contractor

(True copy)

F. L. Shepherd Esq

Al. 217. (V) Paddagood 39
5th September 1870.

Memo

The undersigned has observed that the earth is put in large lumps in the bunds of Chennasamy Naiken and Karampullam Eanks. The Contractor is requested to issue immediate orders to his subordinates to have the lumps of earth now in the bunds properly broken.

The Contractor's attention has frequently been called to the use of such work. If the use of putting the earth in such large lumps is persisted in, it will be necessary to bring new earth until the lumps are broken.

(Sd) Mr Hughes
Agent Engineer in charge

The Contractor
True copy,

C. H. Shepherd

P. W. 2502/71

Letter from Sub. 7.

S. Shepherd P.E. to Mr.

Contractor No. 336 dated

17th December 1870.

Memorandum No. 141

Contractors Day, Nov 26, 1869

The method in which payments were to be made was left entirely to the discretion of the Executive Officers. From the first, such actions were made to get the Contractor to finish off the work & not more than 75 per cent was at any time paid for incomplete work. When it was found that a deduction of 25 per cent for incomplete work was not sufficient to induce the Contractor to finish the work the Executive Officer was compelled to issue the order No. 247 dated at Washington 1869. The Contractor is bound to obey the orders of the Chief Engineer & Superintending Engineer unless contrary to agreement. More than eight months have been elapsed since the flood in November last & yet not one mile of Channel & only about two miles of bank work have been completed.

The Executive Officers cannot understand how it will cost the Contractor more to finish the work in hand than to carry on the earth work in the present manner. Full payments will be made for work completed mile by mile, while, at no time, was more than 75 per cent paid for incomplete work.

The Contractor would find no trouble
 in executing the work if he would
 strictly carry out the orders of the
 Executive officers. Instead of doing so,
 however, he often prefers to forfeit
 thousands of Rupees in order to have his
 own way in a trifling matter.
 The Superintending Engineer does not
 prohibit advances altogether; but he
 considers that the contractor, by making
 proper arrangements, might dispense
 with them in the majority of instances.
 If the Contractor were not subtle,
 but executed under the Contractor's own
 subordinates, as in the case of the Amman
 advances would not be necessary.
 Any change in the arrangements for
 the supply of the material would cause
 considerable delay and the season is too far
 advanced.
 The Executive officer also considers that it
 would be more advantageous to employ the
 Contractor's work than in the labor
 of preparing materials.

P.D. A.S. Shepherd Esq.
 Secy. Engrs.

To The Contractor
 (True copy)

F. L. Shepherd
 P.E.

Memorandum 43
 No. 38 (f) 25th April 1871

Memo

Enclosure No. 17 in a letter
 from the Supy. Engineer
 to the Secy. to Govt. D.P.M. No. 606
 dated 30th May 1871.

P. 4. 2533/71

Letter from Smith
 Shepherd Esq. to the
 Contractor No. 1111. dated
 22nd July 1870.

The Northern Channel has been
 cut in many places where the slope
 have been cut, although the
 has been warned of this several
 times. This will render the work liable
 to be stopped. The Southern end of
 the arrangement Bridge has been
 with the material. Two feet
 of the bridge being small to be at once
 inspected by the Assistant Engineer.

The work stopped until it
 is inspected by the Assistant Engineer.

No progress has been made since

The Contractor would find no trouble
in executing the work if he would
strictly carry out the orders of the
Executive officers. Instead of doing so,
however, he often prefers to forfeit
thousands of Rupees in order to have his
own way in a trifling matter.

The Superintending Engineer does
prohibit advances altogether; he
considers that the contractor, by
proper arrangements, might do
with them in the majority of cases.

If the Contractor were not to
but executed under the Contractor's
subordinates, as in the case of the
advances would not be necessary.

Any change in the arrangements
the supply of the material would
considerable delay and the season
advanced.

The Executive officers also consider it
would be more advantageous to employ
establishment in Superintending
Contractors work than in the
of preparing materials.

(Sd) F. S. Shepherd
Secy. Secy.

To The Contractor

(True copy)

F. H. Shepherd
P.E.

Propaganda 43
No 38 () 25th April 1870

Memo

The Northern Channel has been
filled in in many places where the slopes
should have been cut, although the
Contractor has been warned of this several
times. This will render the work liable
to be rejected. The Southern buttress of
the Saramangalam Bridge has been
built with abundant brick. Two feet
of the buttress & wing wall to be at once
removed, & the work stopped until it
has been inspected by the Assistant Engineer.
Master Sivasubramaniapillay is to be
fined five Rupees for not reporting bad
work.

Progress has been made since

Act on the following works.

Serenthondoo Bridge.

Aroorogamungalam Dam.

Paliacoi Road Bridge.

(Signed) F. S. Shepherd Esq.

Esq. Esq.

To Mr. Hughes Esq.

The Contractor.

(True copy)

F. S. Shepherd
Esq.

15-5-95

Enclosure No. 18 in a letter
from the Supy. Engineer
to the Secretary
to Govt. S.P. No. 606
dated 30th May 1871.

P.W. 2533/71

Letter from Vaitt. Aqueduct
Shepherd Esq. to Mr. Hughes
Esq. to the Contractor.
No. 38. dated 25th April
1870.

See during

12/7/47

Act on the following works.

Serethondoo Bridge.

Aromozamungalam Dam.

Paliaco

To Mr
The

44

P. 33

Providence
23rd April 1874

Memo

Your Memo of 10th dated 23rd Instant
The Contractor has no claim to have the
time for completing the work ~~extended~~ beyond
the 1st of April next for the following reasons—
Although delay occurred on account of the
well-sinking of the flood a great saving of
time will be effected by taking the Channel
through, instead of round the Caclambas Tank,
and by the omission of Subbarai Aqueduct
& the Shintrowarry Siphon Sluice.

There was no reason why the following
works should not have been finished during
December.

Channel round the Aromozamungalam
Tank.

Caclambas Channel.

Sulukin Channel.

Sulukin Tanks.

Ellapanackin Tanks.

Anayadiav Tanks.

But these works are still incomplete.

Ample work was thus provided for all
available labor in December and although
the estimates for North Channel & Tanks
& the Antoon Channel were sufficient
to that Contractor till January he had

no right to expect that these Channels
should be laid out until he had
taken up the work already given him.

And some of the work provided for
him in December is not yet taken up.

Before any claim for delay can
be admitted the Contractor must
show that the work in hand was
completed so that there was no

works for his Critics

(Signed) J. S. Shephard & Co.
Concurrence Copy.

To The Contractor

(True copy)

J. S. Shephard
R.E.

Before any claim for delay can
be admitted the Contractor must
show that the work in hand was
completed so that there was no

1870.

Pl. 349

50

Dec 19th Sask.

Sent orders

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The Chief Engineer has sent orders
 to the same effect, so that the
 Executive Officer is unable to
 comply with the Contractor's
 request to lay out new mark. The
 Contractor agreed to take up
 the mark in the order pointed
 out by the Executive Officer,
 but although orders were issued
 nearly four months ago to complete
 certain portions of the earth
 work and the fullest directions
 were given about the Carnum's
 Channel, Fuluken Channel, Aso-
 diar, Fuluken, Cellaapparaiken
 and other banks, not one mile
 has

has yet been handed over. It is im-
possible for the Executive Officer
to afford the time necessary for
a proper examination of the
work, if less than one mile be
taken over at a time.

(D) F. S. Shepherd 2066
Executive Eng.

To The Contractor.

True copy,

F. S. Shepherd
A.E.

No 324.

Good & good
14th February 1870

Memo

The following is extract from

15-5-75

Enclosure No. 21 in a letter
from the Sup. Engineer
to the Secretary to
Govt. P.W.D. No. 606 dated
30th May 1871.

to be
The Co-
insider
and he
was
the old

P.W. 2533/71

Letter from the Sup. Engineer
to the Contractor
No. 319 23rd February
1870.

herd 2066

Desaf

has yet been handed over. It is im-
possible for the Executive Officer
to afford the time necessary for
a proper examination of the
work of less than one mile he
taken or

To The

17/2225 1/2

51

No 324. Prodoogoody
1st February 1870

Memo

The following extract from
a memo by the Chief Engineer for
Irrigation is forwarded for the
information of the Contractor.

"The earthworks have been pushed
on vigorously but the importance
of finishing up work mile by
mile has been overlooked. The Ex-
ecutive Engineer's attention has
been called to this point, and he
has been instructed to allow ^{work} ~~work~~
to be undertaken until the old
shall have been properly and
fully completed.

(To) J. S. Shepherd Esq.
Executive Officer

To The Contractor
(True copy)

J. S. Shepherd Esq.

No. 377

H. C. C.

54

புதுவாத்தியை உத்தரவிட்டு
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5-12-69
புதுவாத்தியை உத்தரவிட்டு

J. P. S.

No 272. Campat Pallipul
8th December 1869

Memo
Urgi No 317 dated 5th Dec from

15-5-75 Enclosure No 23 in a letter from the Sup^r Engineer to the Secretary to Government P.W.D. No 606 dated 20th May 1871 -

P.W. 2533/71

Letter from Lieut J D Shepherd. P.W.

Larnedhak
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Dure's
occurrence
recharge of
to Tulukem
hasaikesa,
as soon as
supply any
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formation
and com -

pleting the Antoor Channel.
The Bank Bunds on the North
side will be examined as soon
as possible and the damage done
by

Alb. 272. Camp at Pullipul
8th December 1879
56

Memo
Circular No. 317 dated 5th Inst. from
the Contractor.

The Contractor is informed that
no new work can be laid out
until the works in hand are
further advanced. The Executive
Officer is ready to receive charge of
the Carnase Channel, the Pulukem
Channel, and the Cellapparaiken,
Arcoo can & Pulukem Sanks as soon as
they are completed, or to supply any
additional information regarding
the levels &c. Mr. Hughes has been in-
trusted to mark out the North's
Channel as fresh, and the South's
Channel as far as Alwardumvelly.
Mr. Bell will furnish information
required for clearing out and com-
pleting the Aukoor Channel.

The Sank Bunds on the North
side will be examined as soon
as possible and the damage done
by

by the floods carried & estimated.
If the Contractor takes up the
above marks as quickly as they
are laid out he will find ample
employment for all available
labor.

(Ct.) F. L. Shepherd Esq.
Executive Com.

To
F. M. Bell Esq.
W. Hughes Esq.
Contractor

(True copy)

F. L. Shepherd
Ct. Sec.

No. 260

(11) Goodaagoody 58
29th November 1869.

Enclosure

15-5-71 The Contractor is informed that a
letter from the Subj. Engr. is executed
8th Dec. to the Secretary to the rate
Govt. S. P. M. No. 606. D. that the
30th May 1871. these in
his Office
arrangements
carried
the expendi-
ture appears
to be 3,000.

P. W. 2533/71

Letter from F. L. Shepherd
Ct. Sec. to J. M. Bell Esq.
W. Hughes Esq. & to the
Contractor, No. 272, dated
8th December 1869.

The Contractor

(True copy)

F. L. Shepherd
Ct. Sec.

by the goods correctly estimated. 24/7/44,
If the Contractor takes up the
alone marks as quickly as they
are laid out he will find ample
employment for all available
labor.

To
Sir
Per
S.

(11) Goodaagoody 58
29th November 1869.

Memorandum

The Contractor is informed that a
balance of Rs 1,45,000 remains to be
expended within the current official
year. Very little work was executed
last month and at the present rate
of progress it is impossible that the
money can be spent. Under these
circumstances, the Executive Officer
will have to make arrangements
for having the work carried
on Departmentally if the expendi-
ture during the next month appears
likely to fall short of Rs 30,000.

Signed, F. S. Shepherd Esq.
Assistant Engineer.

To
Mr. Hughes Esq.
J. H. Bell Esq.
The Contractor

(True copy)
F. S. Shepherd Esq.
11/12

184

66
Camp Corum-pullana
15th September 1869.

Haroon

13-5-75

Enclosure No. 25 in a letter
from the Sup^d Engineer
to the Secretary to
Government P.W. &
Hob dated 20th May 1871 is: like

ted to have been
of the
of the river
the mark
3 causes
significant
the Executive

P.W. 2533/71

Letter from Lieut
F. J. Shepherd P.E.
to the Contractor No
265 dated 29th November
1869.

ark on
ted to
Execution
to have been
ancee
has returned
liability.

(Sd) F. J. Shepherd
Assistant Engr^r

To
The Contractor
(Enclosed) F. J. Shepherd

184

Camp Cozumpullam
15th September 1859.

Memorandum

The Contractor is requested to hasten the completion of the whole of the work on the South side of the river. He will be held responsible for any damage caused to the work by rain or any accidental causes until he receives a certificate of completion from the Executive Officer.

As soon as the work on the South side is completed to the satisfaction of the Executive Officer the work will be taken over a maintenance allowance applied for. The Contractor retains from further responsibility.

(Sd) J. Shepherd
Executive Officer

To The Contractor

(Sd) J. Shepherd

Enclosure No. 26 in a letter
from the Sup. Engineer
8^o L^y to the Secretary to
Government P. W. S. No.
606, dat. d 30th May 1871.

P. W. 2533/71

Letter from Vicutt
H. S. Shepherd Esq. to
the Contractor No. 184
dated 15th September 1869.

20/1/18

No 116. 3. Villamally 62
14th July 1869.

Memo

The Contractor is requested to proceed as quickly as possible with the construction of the Opari Adang Dam. The next three months are the most favorable time for completing the work and if there is any delay extra rates will be allowed for difficulties that may occur at any subsequent period. The repair of the Churnasarry Tank should also be proceeded with as rapidly as possible as this work is in black cotton soil which must be excavated in the dry season. Care should however be taken in forming the

the land within the of the
a par delay lest it be swept
away by a sudden freshet.

Signed F. S. Shepherd Esq
Assistant Engineer

To

The Contractors.

(Enclosure)

F. S. Shepherd
A.E.

No. 4

A. Poodegoady 64
2nd April 1869.

Messrs

Enclosure No 27 in a
letter from the Sup^r & Eng^r
to the Secretary to
Government P. W. D. No
606, dated 30: May 1871.

P. W. 2533/71

Letter from Lieut
F. S. Shepherd Esq
to the Contractor No 116
dated 14: July 1869.

is not considered advisable to
renew the dam across the
delay until June. There are
thousand lakhs of rupees worth
laid out for completion.
Contractor is requested to com-
plete the work on the channel
Poodegoady to Cadamban
at once. This channel contains
much water to be cut at any
except during the month of
April and May.

Signed, F. S. Shepherd Esq
Assistant Engineer
in charge of S. P.

The Contractors of S. P.
True copy.

Shepherd
A.E.

the land within bed of the
Opar delay lest it be swept
away by a sudden fresh.

Signed J. S. Shepherd

Assistant

To
The Contractor

(True copy)

J. S. Shepherd
A.

Vol. 4 D. Poodoogady 24
2nd April 1869.

Message

It is not considered advisable to
commence the dam across the
Opar delay until June. There are
more than 2 lacks of rupees worth
already laid out for completion.
The Contractor is requested to com-
mence the work on the channel
from Poodoogady to Cadamban's
Tank at once. This channel contains
too much water to be cut at any
time except during the months
of April and May.

Signed J. S. Shepherd
Assistant Engineer
in charge of the

To
The Contractor of S.P.

(True copy)

J. S. Shepherd
A.

P 11 Dept.
No 1813. 1871

Proceedings of the Madras Government
Under date the 10th July/71.
Read the following

Enclosure No. 28 in a
letter from the Sup^d
Engineer to the
Secretary to Government
P. W. D. No 606 dated
30th May 1871 -

of 30 May/71.

1 to be

with reference

mentioned

P. W. D. 2533/71

Letter from Lieut
+ J. Shepherd R.E.
to the Contractor No 4
dated 2^d April 1869

of 13th June 1871

of 22nd June 1871

of 26th June 1871

28.6.71

P 11 Dept.
No 1813. 1873

Proceedings of the Madras Government.
Under date the 10th July/71.
Read the following

From the Supg Engineer { H.E. No 606 of 30 May/71.
8th Dec

Ordered to be
recorded with reference
to the undermentioned
orders -

G. O. No 1572 of 13th June 1871
" " - 1685 of 22nd June 1871
" " - No 1710 of 26th June 1871

28. 6. 71

Jobt of 1871 Madras.

PUBLIC WORKS.

*The Ag. Superintending Engr.
8th Division*

Date.

Recd.

Page.

28

G. O. 10th July 1813.

Nos. 145 & 146.