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(1) Number of pages 30

(2) Date of repair 29-4-94

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public works **DEPARTMENT.**

G.O. No. 208 Press — Mis.

422-24

Dated 24 · 1 1871 .

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department,
24th January 1871.

No. 422. Read the following papers:—

From the Superintending Engineer, 3rd Division.
(Here enter No. 1,904, dated 19th December 1870.)

No. 423. From Captain J. N. HUNTER, R.E., Presidency.
(Here enter No. 1,889, dated 17th January 1871.)

No. 424. ORDER THEREON, 24th January 1871, No. 208.

ESTABLISHMENT, No. 41.

THE Superintending Engineer of the 3rd Division having, in the first of the papers recorded at the head of these Proceedings, preferred certain charges against Mr. Overseer Quinn in connection with work executed to the Nundikotkoor and Bairlooty road, while Captain Hunter was in charge of the Range, the subject was referred to the latter Officer for such explanations and remarks as he had to offer. Captain Hunter now submits a report on the portion of the complaint which he considers bears special reference to himself.

2. That report, with the original papers will be forwarded to the Superintending Engineer of the 3rd Division for such observations as he may have to make and in order that Serjeant Quinn may be allowed an opportunity of replying to the various points noticed, and with a view to Colonel Moberly reporting what evidence there is of the monies said to have been withheld by Serjeant Quinn having been permanently retained by him or ultimately refunded to the Contractor. Colonel Moberly will further state whether or not in his opinion Serjeant Quinn should be criminally prosecuted, and what probability there is of a conviction being obtained if that course be adopted.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 3rd Division, with four Enclosures.

Exd. E. C. Shunker.

No. 286. Burmool Range Office
16th October Dispatched 1st Dec. /70

From

W. Fraser Esquire C.E.
Executive Engineer Burmool Range

To,

Colonel A.S. Moberly R.E.
Superintending Engineer 3rd Div.

Sir,

On the 25th of June last (Letter No. 137) I had the honor of sending you a brief Memo: of the result of my measurement of the work done by Contractor Moteram on the Berlute road. Engagements elsewhere prevented my returning to Nandoor until last month when I completed the measurements; and I have now the honor to submit a full report.

2 By investigation of Moteram's Contract was brought about by one Kesavoolu Naidoo sending you a petition complaining

I That certain works on the Berlute road had been taken from him and given to other Contractors;

II That the Overseer refused to pay him what he had others

III That in Moteram's Contract only 4 inches in depth of gravel had been spread instead of 9 inches for which he was paid -

IV He offered to finish out where the gravel was deficient if you had the

work measured; by which you were found out "How many thousand Rupees he (Mr Quinn) himself had pocketed." This Petitioner was referred to for investigation in May last. I immediately investigated Charges I and II and I may dispose of them at once by stating that Mr Quinn was quite right in refusing to pay for the work alluded to, which was badly done; and also in transferring other work to another Contractor, as Vesavoolo Naidoo had failed to proceed with it proper time.-

3 On the 26th of March and on the 8th and 19th of April 1870 Vesavoolo Naidoo wrote to Mr Vaidon (who then had Charge of the Range) making statements similar to those in his petition hereon. These letters came into my hands during taking Charge.-

4 On the 12th of May I received a petition from Moteram the Contractor, who Complained:-

I That having done the work on the Berluti road to the satisfaction of Captain Hunter he received bill for Rs 9000-2-6 the end of January 1870; but that there was still a sum of Rupees 1500/ due to him;

II That out of the sum of Rs 9000

Mr Quinn had stopped 10 per cent or 900 Rs as Security for tools lent to him; and also a further sum of 350 Rs on a promise of giving him another Certificate for work to the value Rs 3000. Total Amount stopped by Mr Quinn Rupees 1250.

III That Mr Quinn asked him to let the whole Amount of deposit (1250 Rs) remain with him; as he had as yet been unable to clear off the debt caused by his marriage &c; and that he Moteram was greatly benefited by the work:

That another Contractor Ringapatti Naidoo had given him (Mr Quinn) a share in the road work, whilst he Moteram did not assist him: That he would give a Certificate for the remainder of the work if the whole deposit were left with him.

IV That he (Mr Quinn) would not grant Certificates as he had hitherto done, by measuring from the plan; but would give them on actual measurements

V Moteram would not Consent to this proposal and said he would Complain to the Range Officer, if Mr Quinn did not give the Certificate

VI That on the 27th of April he (Moteram) sent an Arzi by his Peon to Mr Quinn again asking for the Certificate; but Mr Quinn gave no answer.-

VII Requests that I shall examine the work personally and pay him for it as also the deposit pt's 1250.

On the 21st of May last I investigated at Nundkothoor these charges against Mr Dunn: all the parties were present.

There was so much prevarication and self contradiction in what Moteram said that I could not believe him. He remembered nothing as to dates not even the months in which certain things took place; and several of his statements I knew were false. He denied that Hanumanta Row (the former Head Account and in the Range Office and now in the Collectors Office at Chitradoorg) was a partner in the Contract, but a few minutes afterwards he admitted that he was the principal partner.

He declared that he had asked for receipts for the sums kept back as deposits for tools: but when he saw how this bore on the question, he denied it, saying he never asked for a receipt.

He said he could produce witnesses to prove all he said; but though I told him at Chitradoorg, that I would investigate the matter on a certain day at Nundkothoor and told him to have his witnesses there he failed to produce any.

No money was kept back on the face of the Certificates as deposit for tools; and you will perceive that in the Argee to Mr Dunn marked E there is no allusion to the sum of 1250 Rs.

At the Conclusion of the enquiry I told Moteram that I would reopen the investigation if he was able to produce witnesses at any time since the 27th of last May he has not done so in the matter. In fact when he removed on the matter: In fact when he saw me digging up his work and measuring it, and how bad and deficient it was; he went away quietly and has made no Claim since for either the deposit money or the 1500 Rupees he said were still due to him.

6 Circumstances which have come to my knowledge would seem to imply that Moteram's accusations against Mr Dunn were made with the object of giving colour to a scheme against another party.

So far as I know, the facts are these. The partners in the Contract were; Hanumanta Row Moteram and Haridas Chunder Row but Moteram was the only one known to us as the Contractor: when they found that there was no chance of getting any thing more out of the Contract they stopped working; and the two former closed the partnership accounts and told the third partner that there were no more profits to distribute because of the 1250 Rs paid to

or held back by Mr Dunn.

Ramachendra Row was not satisfied and he proceeded against his two partners in the Civil Court at Shimoga for a share of the profits. The dispute was settled out of Court a few days ago, by the first two partners paying to the third a sum of 500 Rupees.

This information has reached me unofficially but I have reason to know that it is correct.

7. On the 4th of last month Mr Bowring Ramachendra Row sent a petition (marked G) to you asking for a copy of an Arzi sent to the Raiga Heer by Moloram. This is the Arzee marked E. In explaining why he wanted the Copy he says that his Partners (Channmanta Row and Moloram) have shewn false accounts in the Court as regards Coolies and the alleged 10 per Cent paid to Mr Dunn. He says, Para 2. "They have "placed false accounts to destroy the shares" "They never paid to the Overseer any amount "as I know well sir."

It appears to me that the Petition of Ramachendra Row coupled with the Circumstances related above, and the quiet way in which all the parties have abandoned the claims made by Moloram, are sufficient to shew that no reliance can be placed on Moloram's statements.

8. I now come to the statements regarding the deficiency in the quantity and quality of the gravel put upon the road by Moloram, and the over payment made to that Contractor.

Your endorsement on the Petition of Ressacoolla Naidoo (marked C) that I should investigate and report rendered it necessary to check the Overseers measurements. The work extended over about 10 miles of the road, and for the first 3 miles or so I took Check measurements only as the Overseer continued to tell me that he had measurements but could not just then produce them. Finding that the deficiency of gravel was very great I measured the remainder of the work in detail; but Rain stoke and other Circumstances already explained prevented me completing the detailed measurements of the first few miles at that time, and I considered that the matter was much too serious to finally report about until my own measurement had been carefully checked. The first opportunity I had of getting them Checked was last month and I now submit the results.

9. The Estimate which was prepared by the Overseer at Hollenguvanthe in 1868, of the same for each mile of the whole 31½ miles from Nundikothoor to Berlooty at three times.

I Excavating side Channels @ 10 Cyds per Rupee
II Levelling at 8 Cyds per Rupee.
III Raising at 6 Cyds per — do —
IV Metalling at 2 Cyds per do.
V Gravelling at 3 Cyds per do.
VI Lumping @ 24 Cyds per do.
Compensation for land &c
VII Sundries at about 5 per Cent

I have to remark that the Estimate is a singular one; the rates are the same for every part of the road, and were fixed, I am told, on the supposition that all the material required should be carted from long distances

Had Mr Skellington ever had any particular knowledge of what he was doing, or had he been exercised a very little common sense he would have learned that, with the exception of a few spots there was an abundance of gravel throughout, sometimes at the surface of the land and rarely more than 2 or 3 feet below it. Probably the average depth of the bearing to the gravel is only two feet.

There is an item in the Estimate for metalling at half a Rupee a Cubic yard; but no metal was put on any part of the road.

The items Levelling, raising and Tamping, were not done any where although they were paid for.

10. Payments were made to Moteram by the Range Officer in Certificates granted by the overseer in the usual way. The first Certificate was given in August 1869 for Rs 180 by Mr Bennett (new Kindler) Overseer and paid by Mr Bade Overseer who had charge of the Range. All the other Certificates were granted by Mr Dunn the present overseer and paid by Captain Hunter AE. There are in all five Certificates the last are dated the 1st of February 1870, gives the entire quantities and amounts and is as follows:-

A	11949	Cyds of Side Channels dug @ 10 Cyds per Rupee	Rs	a. p. 1194-14-2
B	16466	of gravel dug & spread at 3 Cyds per Rupee		5488-10-8
C	1303 62/76	of small stones collected and spread @ 2 Cyds per Rupee		651-13-7
D	8800	of Tamping at 24 Cyds Do		366-10-8
E	10457	of Levelling @ 8 Cyds = Do		1307-2-0
				9009-3-4

9009-3-4.

(Do net Value of works done since last Certificate — 6009-1-4

Rupees 3000-2-0

This balance Rupees 3000-2-0 was then paid making the total amount paid Rupees 9009-3-4-

11. In the remarks I have to make I shall confine myself to the above items as they occur-

A Side Channels. The quantity paid for is about right.

B Gravel dug and spread. I must take items B and C together. There is no such item as C. ("Small stones collected & spread") in the Estimate. It is probably meant for metalling; but no such work was done on the road. There are small stones in plenty and big ones too, but they are the stones that were dug up in the gravel and thrown into it upon the road and which must be removed to make it passable. They will be useful when broken and respread. Adding these two together the whole amount of gravelling paid for is:-

B = 16466 Cyards.
C = 1304

Total 17770 Cyards. This is grossly in excess of the quantity really put upon the road. The actual quantity is only 9170 Cubic yards. This must explain that I should explain how my measurements were made. The measurement important to check was the depth of gravel. In the length and breadth there was but little chance of a mistake occurring; as the limit could be checked from the

flow and the second was known as almost a Constant quantity.

When I first measured the work in May and June last the gravel was comparatively fresh and loose, and had not been exposed to rain: when I returned to the Taluk last month having other important work to do, I sent Mr Joseph (Local Fund Overseer) to measure the whole work in detail, as a check on my own measurements. On comparing the measurements, I found that Mr Joseph's gave a lesser average depth than mine by about 3 Jan inch as there would have given a still smaller quantity of gravel. I deemed it advisable to have a further check, so I measured the whole 10 miles again myself in detail.

		Inches.
1.	By first measurements depth of Gravel	= 4.691.
2.	Mr Joseph's Do	= 4.316
3.	My second Do	= 4.450.
		13.457.

The average of the three is 4.485-66 inches or 0.3738 feet.

The average length of the three measurements is 47.315 feet, and I have taken the breadth at 14 feet which is a little over the average.

Then; 47.315 × 14 × .3738 = 247.108 Cubic feet
or 9.170 Cubic yards.

When I first measured the gravel it was fresh and loose when my second measurements and Mr Joseph's were taken it was partially Consolidated by rain; but the measurements were made at places where no Consolidation had been caused by traffic: in no case was the Consolidation so much as it would have been had the gravel been tamped; and therefore these measurement give a greater quantity than would appear had the pits been measured instead of the gravel upon the road. In all cases the measurements were made down to the Clay substratum, and no deduction was made for the large proportion of Clay sometimes one half, which the gravel contained.

12 As regards the rate per Cubic yard paid to Boteram for gravel I have to remark that in making out the Contractors Certificates the Overseer followed a habit which prevailed in this Range; namely that no matter how easy and cheap a work might during Construction turn out to be, the Contractor should be paid at the Estimated rates. The rates might be increased in a case of difficulty, but never diminished. Thus it was that although the gravel was got close to the road the Contractor was paid the Estimated rate of 5½ Annas per Cubic yard, and for the stone 8 Annas per Cubic yard, rates which were fixed on the supposition that both gravel and stone should be carried a Considerable distance, under the actual circumstances these rates are greatly in excess. A very liberal average rate for the whole of Mr Beams Contract would be about 3 Annas per Cubic yard:

Leaving out the questions except in the rates and taking these two items B and C at 5⅓ annas per Cubic yard the exceptionable items stand thus:-

I Paid to Roteram

B 16466 Cubic yard of Gravel at 5⅓ annas per Cubic yard — 5488 – 10 – 8

C 1304 Cubic yard of small stones at 8 As per Cubic yard — 651 – 13 – 7

6140 – 8 – 3

II Actual quantity of both items 3056 – 10 – 8
9170 Cubic yards @ 5⅓ annas. Cyd

Total exception quantity, Rs 3083 – 13 – 7

If the exception in the rates and quantity is taken into account, the amount will stand thus:-

I Paid to Roteram as above = Rs 6140 – 8 – 3.

II 9170 Cubic yards at 3 annas C.yd = 1719 – 6 – .

Total exception quantity and rate Rupees 4421 – 2 – 3

12. The next item D, is tamping @ 24 Cubic yards per rupee or 8 pice per Cubic yard.

This rate for tamping is charged on the number of Cubic yards of raising, metalling and travelling; but no Raising is charged for in Roteram's Contract:-

I am quite satisfied that no tamping was done on any part of this Road; and I therefore reject the whole of this item amounting to Rupees 366 – 10 – 8:

There can be no mistake about this – any one who understands the matter can tell, at a glance whether gravel has or has not been tamped.

14. I have a similar remark to make about the item (E) of Levelling: no levelling was ever done – on any part of the Road until after I had examined it.

By the expression Levelling is meant the cutting down of heights and filling in of hollows, using the earth excavated on the side drains for this purpose: No such work was done: The natural surface of the land was not interfered with: the earth from the side drains, in lumps as it came out, was thrown upon the Road and no attempt was made to level it or put it into shape: over this unformed and lumpy substratum the gravel was thrown; and when I made my first measurements the lumps could be seen sticking up in, and sometimes above the level of the gravel.

For these reasons I reject the item of Levelling, amounting to Rs 130 – 2 – .

The entire over payment not taking the exceptionable rates into account is as follows.

I Excep on quantity of Gravel 308 3-13-7

II Jamping 366-10-8

III Levelling 1307-2-0

Total Rupees 4757-10-3

If the excep on the rate is taken into account the whole amount will be 6094-14-1

15 The foregoing remarks refer to Moteram's first Contract of which he was paid in full, but he had a second Contract on which he was paid nothing. I measured this work also in the same way. It was as follows:-

I Side Channels 980 Cyds @ 10 per Rupee = 98-0-0

II Gravel 927 Cub yards @ 3 as per Cy = 173-3-0

Total Rupees = 271-3-0

No more than three annas a yard should be paid for the gravel on the 2d Contract. Like all the rest it is full of clay and stones which must be removed from the road before it can be put into proper shape, and made fit for traffic.

16 The amount due to Motyram on his 2d Contract may, I suppose, be put so far as it will go, as a set off against the over-payment on the first.

I do not know how far the fact of having got Regular Certificates from the

Overseer and Cheques from the Range Peons for the work done ought affect this question or that of your right of recovery from the Contractor.

The following is a Copy of the only agreement between the Overseer and Moteram

"To Contractor Moteram

"You are informed that the road work "from Bridge at Jupad to Kanloosty must "be performed by you according to estimate "exclusive of Masonry works.

"Rates will be paid according to Estimate"

(Signed) "P. Quinn
"Taluk Overseer in ch.
"of Kundrakshan Taluk

"Tengadancha
"2d August
1869.

This document is in the possession of the Contractor. It is not stamped.

No terms have been broken already by the Overseer having employed other Contractors between Jupad Bridge and Berlooty. There was no fresh agreement entered into regarding the second Contract.

Moteram is a poor man, so is his partner Ramachender Row.

The other partner, Subbummah Row, has 50 Rupees amounts on record against him in the Collector's Office; but no one of them, so far as I can understand, is in a position to repay the amount overpaid.

17 Besides the Contract of Moteram's I measured another very half a mile in length which was executed by one Daske Jada who has also been paid in full as Jaildar

880. Cubic yds of Gravel @ 5⅓ per cy. 293 – 5 – 4

440 " of Side Channels @ 2 – 1 – 6 " 44 – – –

880 " of Ramping @ 8 pies – " 36 – 10 – 8

492 " of Levelling @ 2 as. " 61 – 8 – 0

Total Rupees 435 – 8 – 0

Rather Ramping nor Levelling was done, and the Gravel actually put on the road is 322 Cubic Yards, which, at the Estimate rate of 5⅓ Annas a yard would come 174 Rupees

In this case the over payment has been :–

	Rs			
In Gravel	293	5	4	174 = 119 – 5 – 4
Ramping				36 – 10 – 8
Levelling				61 – 8 – 0
Total Excess Rs				217 – 8 – 0

The Character of this work is the same as that of all the Roads executed and undertaken

18 In conclusion I have to express my great regret at having to make a report of this kind: I would gladly avoid it if I could.

19 The following documents are forwarded with this letter

1 Letter from Kessaroo Nando to Mr Superintending Engineer in charge of this Survey

Complaining against Mr Lemin dated 26th March 1870.

B Do. to Do. on the same subject dated 8th April 1870.

C Do. to Superintending Engineer draws attention to the manner in which Moteram's Contract was executed dated 19th April 1870.

D Do. to Mr Vardon Complaining that the Range Officer has not entered in the Road Register dated 19th April 1870.

E Petition from Moteram to the 1st May 1870, Complaining about Mr Lemin having stopped money from him –

E Do. of Haridas & Nana Chenderkar 3rd Partner in this Contract to the Superintending Engineer Complaining that his partners wished to cheat him, and requesting that no more money should be paid to Moteram – not dated but received by the Superintending Engineer on the 3rd of May 1870.

G Another Petition from H. Nana Chenderkar to the Superintending Engineer on the same subject and asking for a copy of a letter sent to the Range Office.

I have the
honor William Fraser Lt
Executive Engineer.

True Copy

Lt Col RE
Superintending Engineer 3rd Div

17th December 1870 Copied MK

Enclosure to a letter from the Supdg. Engr. 3rd D. to the Secretary to Govt. No. 1904 dated 19th Decr/70

No. 1904 Superintending Engineer's Office.
3rd Division.
~~Camp~~ Bellary ~~Taluk.~~
~~District.~~
The 19th December 1870

From,
The Superintending Engineer
3rd Division.

To,
The Secretary to Government
Public Works Department
Fort St George

with Enclosures.

Sir,

In forwarding the accompanying copy of a report from the Executive Engineer in charge of the Kurnool Range I have the honor to request that Sergeant Quinn, overseer of the Nundikotkoor Taluk in the Kurnool District may be remanded to his Regiment as being utterly inefficient.

2. In the end of last month I went over the whole of the Nundikotkoor and Bailoody road and having myself taken check measurements of the thickness of the gravel spread and having carefully inspected the work can bear testimony to the accuracy of Mr Fraser's statements: in fact I generally found that his measurements had been very liberal. In many parts I found that the gravel was only an inch or two below the surface of the country and it appeared to me that the system adopted by Mr. Quinn was to measure the side channels the excavation of which had been thrown on the road and then without considering that the greater part of this was gravel to allow for this as an extra item carted from a distance.

4. As you will observe from Para 15 of Lt Bassi's letter there does not appear to have been any regular Contract and the only document of any kind in the way of agreement is that entered in Para 16 and which the Sale Range Officer, Captain Hunter, appears to have accepted as the made payment.

5. In my Calling on Mr Quinn for his Measurement book in which he had prepared the Bills which Captain Hunter said, he admitted that he had not got one and at first tried to make out that it had not been customary to keep one, but afterwards admitted he was wrong, when his attention was called to a Circular of Captain Hunters directing all Overseers to keep Measurement Books ready for inspection of the Range Officer when called for. The unfortunate thing is that Captain Hunter never called for them and as he does not appear to have ever made any check measurements himself, all payments were made on whatever the Overseer chose to submit.

6. A great part of the work will have to be pulled up and redone as no attempt was made to screen the gravel or to remove the stones, although every Subordinate in the Division is amongst order not to allow any stones larger than 1½ Inch Cube to be placed on the road.

The lining out of the road more particularly to the east of Goolow has been done very badly it having been taken straight through low ground although good ground was available within one hundred yards. The consequence is that parts have been completely washed away.

7. From what I have seen of Mr Quinn I am decidedly of opinion that he would never make an efficient Overseer however long he remain in the Department; he is too Careless negligent and hairbrained and does not seem to see the necessity of keeping his papers carefully and in order correctly and when spoken to by me about not doing that he appears to think very trifling and Chirpedly, he appear to think there was nothing wrong in having allowed a lot of the papers to be lost. Under these Circumstances

I Can do nothing else but recommend his immediate removal from the Department and remand to his Regiment.

Shamee Lee

Lt Col

Supt of Engineer Estn

P.W. Dept
No 1205

Proceedings of the Madras Government

Under date the 4th January 1871

From the Supdg Engr. 5th Circle
No. 19 dated the 2nd Inst

To the Chief Engr. & Secy to Govt
P.W.D.

Sir,

I have the honor to forward herewith, for the information of these Proceedings, the accompanying letter No. 5 dated the 2nd Inst from Captain J. H. Hunter R.E. Exg. 1st Class

---

From, 1870 - 71 Dept
The Superintending Engineer
3rd Division.

To,
The Secretary to Govt
P.W. Dept
Fort St George

No. 1904

Dated 19 December 1870.
Received 24 1-8-1871

Ref. No. 5. P.W. 256/71

Forwarding copy of a report against Sapper Corporal Quinn, requesting that he may be remanded to his Regiment as being utterly insufficient.

No 2 of Proceedings dated 6/1/71.

Referred to Capt. Hunter for such observations and explanations as he may have to make.

Mark A. H. Cubbon
Secretary to Govt
Public Dept.

13th January 1871.

No 422
6 11th Jany 1871 R. 13

report on the portion of the complaint which he considered bore on special references to himself.

That report with the original papers will be forwarded to the Supt. Engineer of the 3rd. Division for such observations as he may have to make and in order that Sergeant Quinn may be allowed an opportunity of replying to the various points noticed and with a view to Col. Inglerly reporting what evidence there is of the monies said to have been with-held by Sergeant Quinn having been permanently retained by them or ultimately

ultimately refunded to the Contractor. Colonel Inglerly will further state whether or not in his opinion Sergeant Quinn should be criminally prosecuted, and what probability there is of a conviction being obtained if that course be adopted.

To
The Supt Engr 3rd Div
with Encl
U.S Desp 24/4/71 P.C. Desp 3/4/71.

No 5230

Govt of Madras.

PUBLIC WORKS.

To The Superintending Engr
3rd Division

Dates.

Recd.

Read

G. O. 24th June 1871, No. 208.

Nos. 422 & 424

Mr Spencer Quinn. Pairing

Orders on Papers relating
to certain charges preferred
against Mr Spencer Quinn,
~~Asst Engr~~ Kurnool Dt,
in connection with work
executed for Irrigation
& Fairbairn Canal.