M.R.O. 1—77,006—9-6-37.

(1) Number of pages 18

(2) Date of repair 18 6 42

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public works **DEPARTMENT.**

G.O. No. 2606 Press ~~Mis.~~

209-10

Dated 13 10 1897.

Not to be folded or roughly handled

No. 209. Read the following letter from the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary,—July 1871, No. 800:—

I HAVE the honour, with reference to your memorandum dated 21st instant, to submit the following report on the appeal of A. Dhurmalinga Moodelliar to your address.

2. Previous to the disposal by me of the petitions, respectively, dated the 25th January last, I had referred them to Colonel Palmer for full report, and therefore beg to draw attention to the orders as contained in my memorandum No. 2,588, dated 13th March 1871, I passed on these petitions.

3. The cases having been disposed of on their respective merits, I beg to submit, for the information of Government, the original reports received from Colonel Palmer who, to facilitate the disposal of each point, has placed the subjects categorically; it will therefore not be necessary for me to again enter into these particulars, or elaborate upon my own disposal, as I consider these disposals satisfactorily clear up the grievances complained of.

4. Government very rightly remark that Dhurmalinga Moodelliar's appeal having been sent in about the time Colonel Palmer was leaving for Europe presents a bad feature in the case. I have not the least doubt that this was intentionally done in the hope of Colonel Palmer's absence resulting in some orders being passed in his favour.

5. I am the more confirmed that this was the man's object, as he had also played a waiting game in reference to a contract he undertook in the Ghooty Range under Lieutenant Porter, and in which he failed to give satisfaction. Lieutenant Porter, in handing over charge of the range in May 1869, made Lieutenant Gray, who relieved him, acquainted with all the particulars of the case, and, although the man was invited to come and settle up his accounts, he did not put in his appearance until some twenty months had gone by, and immediately after Lieutenant Porter had left the country.

6. Lastly, I beg to observe that I have been so convinced of Durmalinga Moodelliar's unfitness to undertake works on contract from this department, that I have been obliged to interdict his employment as a contractor in any range in this division, when I found the man trying to get such work in another range.

7. In reference to Colonel Palmer's note to sowcar Bussapah, in reply to one from that individual, I beg to state that it in no way seems to compromise Colonel Palmer's subsequent refusal to make application for increased rates, as this could only have been an act of grace on Colonel Palmer's part towards the contractor. As Executive Engineer Colonel Palmer could not himself have disposed of the case by allowing the contractor increased rates, and as the application (if it were made) would have had to be sent through this Office, I doubt very much if I should have submitted the same to Government for consideration, as, apart from it establishing a bad precedent for other contractors, when they find their rates not quite so profitable, as they think they ought to be, to claim similar concessions, it would render the terms of their contract bonds worthless.

8. Dhurmalinga Moodelliar knew the rates provided for in the estimate for the different kinds of work required to the Camel sheds, and if they proved

insufficient he could only blame himself, as, before entering into the contract, he should have made himself acquainted with the difficulties he may have to encounter in having to carry out works at Sultanpoor, and it was quite in his power to undertake the work on contract or leave it alone.

9. The claim he made for Rupees 292 for repairing the Camel sheds is disposed of in paragraph 5 of my memorandum to Dhurmalinga Moodelliar, and it was scarcely possible for me to come to any other conclusion than that recorded therein. An Executive Engineer would lose all feeling of security if the unauthorized acts of his subordinates were recognized; and in this particular instance the contractor was well aware that the temporary Superintendent was not authorized to direct this and that work to be done, and, as in carrying out any such orders, he must have known that they were not received from the Executive Engineer; the contractor must blame himself for doing the work referred to. Moreover, it no where appears that there was absolute necessity for the work. I may here add that Dhurmalinga Moodelliar as well as all other contractors and executive subordinates are perfectly well aware how strict Colonel Palmer was in the matter of having all his orders written in a book, and I have personally known Colonel Palmer to be most particular upon this point; however trifling his orders may have been, Dhurmalinga Moodelliar can produce nothing of such record in support of any of the cases under reference.

10. Paragraphs 2, 3, and 4 of the memorandum referred to dispose of the claim for certain earth-work, and I would beg to draw attention to the most noticeable feature connected with the claim; it is that Dhurmalinga Moodelliar wished Colonel Palmer to accept of his (contractor's) own measurements, and pay him accordingly.

11. I do not quite comprehend why allusion is made to G. O. No. 880, dated 29th March 1870, as the subject therein referred to refers to the omission of certain items in the original estimate, whereas the appeal under disposal is in reference to—

I.—Insufficiency of rates.

II.—Claim for certain repairs executed *on completion* of the Camel sheds; and,

III.—Claim for an amount on account of difference of measurement in earth-work.

12. The whole of the enclosures received with above G. O. are returned herewith, together with the under-mentioned enclosures (to be returned).

No. 210. ORDER THEREON, 13th October 1871, No. 2,606.

CIVIL WORKS, No. 18.

THESE papers relate to certain claims, preferred by A. Dhurmalingum Moodelly, late contractor in the Bellary Range, the substance of which may be stated as follows:—

I.—Claim to an additional payment of Rupees 636 on account of earth-work executed in connection with the Alipoor Project.

II.—Do. do. of Rupees 292-2-0 stated to be due for repairs to the Camel sheds at Sultanpore; and,

III.—The alleged insufficiency of the estimated rates for both the above-named works.

2. The correspondence having been referred to the Superintending Engineer of the 3rd Division for full inquiry and report that officer submits, among other documents, the original memorandum, in which, after the several claims had been fully reviewed and investigated in detail, Colonel Moberly recorded his final decisions, against which the contractor now appeals.

3. After a careful consideration of the petitioner's claims as exhibited in the papers now before Government and an attentive scrutiny of the arguments upon which the Superintending Engineer based his conclusions in the original disposal of the case, the Government are of opinion that claims I. and III. are inadmissible, and they accordingly see no reason for interfering with the decision of the Superintending Engineer. With regard to the repairs said to have been executed to the Camel sheds at Sultanpore at an outlay of Rupees 292-2-0, the petitioner alleges that those repairs were rendered necessary by the sheds having been occupied before they were formally handed over to the Department Public Works, and that Serjeant Swallow, who superintended the works, promised to obtain payment. Lieutenant-Colonel Palmer states that he did not authorize these repairs, and that the contractor was fully aware that no work could be done without a regular estimate and a written order or sanction. It appears that Lieutenant-Colonel Palmer believed that the sheds were completed when he ordered their occupation, and the Superintending Engineer remarks that it no where appears that there was any absolute necessity for the repairs.

4. The contractor produces Serjeant Swallow's certificate which testifies to the repairs having been executed, and to their having become necessary by the camels having been ordered to occupy the sheds before they had been handed over. Although the contractor produces no documentary proof that he was promised payment for work done, there seems no reason to doubt his statement, and as he appears to have acted under instructions from an accredited agent, his claim to payment would seem to be a fair one and should accordingly be adjusted.

(True Extract.)

(Signed) R. F. OAKES, Captain, R.E.,
Offg. Joint Secretary to Government.

To the Superintending Engineer, 3rd Division.
" Controller of Public Works Accounts.

Exd. F. R. Bantleman.

No. 800.

Superintending Engineer's Office.
3rd Division.

~~*Camp*~~ _____, _____ ~~*Taluk*~~
Bellary ~~*District.*~~
The 16th 18 11.

From,
The Superintending Engineer
3rd Division.

To,
The Secretary to Government
Public Works Department
Fort Saint George.

Enclosures.
Nos 1 to 5.

Sir,

I have the honor, with reference to your Memorandum dated 21st instant to submit the following report on the appeal of A. Shunmaga Nayak Moodr, to your address.

2. Previous to the dispersal by me of the petitioners respectively dated the 25th January last, I had referred them to Colonel Palmer for full report, and therefore beg to draw attention to the orders as contained in my Memorandum

No.

No 2,588 dated 13th March 1871, I passed out these petitions.

3. The cases having been disposed of on their respective merits, I beg to submit for the information of Government the original proposals received from Colonel Palmer which, to facilitate the disposal of each petition I have placed the subjects categorically at will therefore not be necessary for me to enquire into these particulars or elaborate upon any case disposed, as I consider these disposals satisfactorily clear up the grievances complained of.

4. Government may rightly remark that Dhunmalinga Moodr's appeal having been sent in about the time Colonel Palmer was leaving for Europe, presents a bad feature in the case. I have not the least doubt that this was intentionally done in the hope of Colonel

Palmer's

Palmer's absence resulting in decree orders being passed in his favor.

5. I am the more confirmed that this was the man's object, as he had also played a waiting game in reference to a contract he undertook in the Ghooty Range under Lieut. Porter, and in which he failed to give satisfaction :— Lieut. Porter in handing over charge of the Range in May 1869, made Lieut. Gray, the relieving Officer, acquainted with all the particulars of the case, and although the man was invited to come and settle up his accounts, he did not put in his appearance until June 20 months had gone by, and immediately after Lieut. Porter had left the Country.

6. Lastly, I beg to observe that I have been convinced of Dhunmalinga Moodr's unfitness to undertake works on contract from

this

this Department, that I have been obliged to interdict his employment as a Contractor in any Range in this Division, when I found the man trying to get such work in another Range.

In reference to Colonel Palmer's note to Sawcar Bussapah, in reply to one from that individual, I beg to state that it in no way seems to compromise Colonel Palmer's subsequent refusal to make application for increased rates, as this could only have been an act of grace on Colonel Palmer's part towards the Contractor. As Executive Engineer, Colonel Palmer could not himself have disposed of the case by allowing the Contractor increased rates, and as the application (if it were made) would have had to be sent through this office, I doubt very much if I should have sub-

mitted

mitted the same to Government for consideration, as, apart from it establishing a bad precedent for other Contractors, when they find their rates not quite so profitable, as they think they ought to be, to claim similar concessions, it would render the terms of their contract worthless.

8. Dhunniahinga Macca. Knew the rates provided for in the estimate for the different kinds of work required to the Canal-Sheds, and if they proved insufficient he could only blame himself, as before entering into the Contract he should have made himself acquainted with the difficulties he may have to encounter in having to carry out work at Sultanpoor; and it was quite in his power to undertake the work on contract, or leave it alone.

9. The

9. The claim he made for Rs. 292/- for repairing the Camel-sheds, is disposed of in para. 5 of my Memorandum to Dhurmalinga Mooda, and it was scarcely possible for me to come to any other conclusion than that recorded therein. An Executive Engineer would have all feeling of security if the unauthorized acts of his subordinates were recognized, and in this particular instance, the Contractor was well aware that the temporary Superintendent was not authorized to direct this and that work to be done, and, as in carrying out any such orders, he must have known that they were not received from the Executive Engineer, the Contractor must blame himself for doing the work referred to. Moreover, it nowhere appears that there was absolute necessity for the work. I may here

here add that Dhurmalinga Mooda as well as all other Contractors and executive & subordinates are perfectly well aware how strict Colonel Palmer was in the matter of having all his orders written in a book, and I have personally known Colonel Palmer to be most particular upon this point, however trifling his orders may have been - Dhurmalinga Mooda cannot produce nothing of such record in support of any of the cases under reference.

10. Paras 2, 3, & 4 of the Memorandum referred to, dispose of the claim for certain earthwork, and I would beg to draw attention to the most noticeable feature connected with the claim, - it is, that Dhurmalinga Mooda wished Colonel Palmer to accept of his (Contractor's) own measurements, and pay him accordingly

11.

17. The claim he made for
Rs. 292/- for repairing the Camel-
sheds, is disposed of in para. 5 of
my Memorandum to Dhurmalinga
Moodr, and it was scarcely possible
for me to come to any other conclu-
sion, than that recorded therein. An
Executive Engineer would lose all
feeling of security if the unauthorized
acts of his subordinates were recogniz-
ed, and in this particular instance,
the Contractor was well aware that
the temporary Superintendent was
not authorized to direct this and
that work to be done, and, as in
carrying out any such orders, he
must have known that they were
not received from the Executive
Engineer, the Contractor must re-
blame himself for doing the work
referred to. Moreover, it nowhere
appears that there was absolute
necessity for the work. I may
here

here add that Dhurmalinga Moodr
as well as all other Contractors and
executive & subordinates are perfect-
ly well aware how strict Colonel
Palmer was in the matter of having
all his orders written in a book, and
I have personally known Colonel
Palmer to be most particular upon
this point, however trifling his orders
might seem. Dhurmalinga Moodr
can produce nothing of such record
in support of any of the cases under
reference.

10. Paras. 2, 3, 4 & 5 of the Memo-
randum referred to, disposes of the
claim for certain earthworks, and I
would beg to draw attention to the
most noticeable feature connected
with the claim, - it is, that Dhur-
malinga Moodr wished Colonel
Palmer to accept of his Contractor's
own measurements, and pay him
accordingly.

11.

11. I do not quite comprehend why allusion is made to G.O. 880 dated 29th March 1870, as the subject therein referred to, refers to the omission of certain items in the original estimate, whereas the appeal under disposal is in reference to—

I Insufficiency of rates.

II. Claim for certain repairs executed on completion of the Canal sheds.

and,

III Claim for an amount to account of difference of measurement in earthwork.

12. The whole of the enclosures received with above G.O. are returned herewith together with the undermentioned enclosures (to be returned).

I have the honor to be,
Sir,
Your most obedient Servant

Lieut Col R.E.
Superintending Engineer, 3rd Divn

Enclosures.

Enclosures received with Memorandum No 1126 dated 21 July 1870, which includes the Memorandum dated 13 March 1871, No 2338 under original signature of Deputy Engineer referred to in para 2 of this letter.

Letter No 561 dated 9 March 1871, with 3 enclosures (in original) from Lieut Colonel Palmer Executive Engineer of Bellary — Returned.

Diary Number 170 for 1873-1874

From, The Superintending Engineer
3rd Division.

To,

The Secretary to Government.
Public Works Department.
Fort Saint George.

No. 860

Dated 7th July 1874.
Received 8th July 1874.

Enclosures 42.

Dept
Letter
No. 3641.

Giving required
report regarding the
proposal of A. Shan-
mugha Pillai & Co.
Contractor, for paying
certain claims for
completing the
Canal Sheds at Sul-
lurpettah &c &c.

No. 269

Sullurpettah

before they were formally handed over to the A. C. E.,
and that Sergeant Lovallow,
who superintended the works,
promised to obtain payment
Lt. Col Palmer states that
he did wish authority these
repairs, & that the Contractor
was fully aware that no
work could be done without
a regular estimate & a
written order or sanction.
It appears that Lt Col
Palmer believed that the
Sheds were completed when
he ordered their occupation,
& the Engr Engr remarks
that in one where appears
that there was any absolute
necessity for the repairs.

Superintending Engineer, 3rd Div.

The Contractor pro-
duces Serjt Lovallow's Cer-
tificate which testifies to
the repairs having been exe-
cuted, and to their having
become necessary by the
Camels having been ordered
to occupy the Sheds before
they had been handed over.
Although the Contractor
produces no documentary
proof that he was promised
payment for work done,
there seems no reason to
doubt his statement, and
as he appears to have
acted under instructions
from an accredited Agent,
his claim to payment
would seem to be a fair one

J. J. Sf. 21

17

P W Dept.

No. 2606.

Proceedings of the Madras Government
Under date the 13th ~~October~~ August 1871
Read the following

From the Supg Engineer
3d Division

P.W. No 800 dt 28th July 1871.

These papers relate
to certain claims preferred
by T. Durmalingum
Moodelly late Contractor
in the Bellary Range,
the substance of which
may be stated as follows.

I. Claim to an additional
payment of Rs 636 on
account of earth work
executed in connection
with the Alipoor project.

II — do — do of Rs 292-2
stated to be due for repairs
to the Camel sheds at Sultanpore and

III ~~dood~~ the alleged

I must withhold for the
the advice of the
Camel shed.

I think so

A.F.

insufficiency of the estimated rates for both the above named works.

2. The correspondence having been referred to the Supt Engineer of the 3rd Division for full enquiry and report, that officer submits, among other documents, the original Memorandum, in which, after the several claims had been fully reviewed and investigated in detail Col. Moberly recorded his final decisions, against which the Contractor now appeals.

3. After a careful consideration of the Petitioner's claims as exhibited in the papers now before Govt and

and an attentive scrutiny of the arguments upon which the Supt Engineer based his conclusions in the original disposal of the case, the Govt are of opinion that ~~the~~ I & III claims are inadmissible, and they accordingly see no reason for interfering with the decision of the Supt Engineer.*

To

The Supt Engineer 3rd Div.

Ordered that the following endorsement be sent to the Petitioner (H.C. para 3 above).

Acted

* With regard to the repairs paid to have been executed to the two Canal Sluices at Pallanjee at an outlay of Rs 292-2-

Superintending Engineer 3rd Div.

the petitioner alleges that those repairs were rendered necessary by the sheds having been occupied before they were formally handed over to the D.P.W., and that Sergeant Swallows, who superintended the works promised to obtain payment. Capt. Col. Palmer states that he did not authorize these repairs, and that the Contractor was fully aware that no work could be done without a regular estimate and a written order or voucher. It appears that Capt. Palmer believed that the Sheds were completed when he ordered their occupation, and the Superintending Engineer remarks that it no

Asst Adjt Genl

Superintending Engineer, 3rd Divn

where appears that there was any absolute necessity for the repairs.

The Contractor produces Sergeant Swallows Certificate which testifies to the repairs having been executed, and to their having become necessary by the Canals having been ordered to be occupied the sheds before they had been handed over. Although the Contractor produces no documentary proof that he was promised payment for work done, there seems no reason to doubt his statement, and as he appears to have acted under

instructions from an accredited Agent his claim to payment would seem to be a fair one and should accordingly be adjusted —

Ufft 2d

To

The Supt 3rd Div
"28. Ludlow
Street

Desire 12/10/71
Returned 14/10/71 to Section Commander 6th Section Office
Chief Supt 26th Feb 1872

Superintending Engineer, 3rd Div

C. No. 3841

Govt. of {1871} Madras.

PUBLIC WORKS.

To The Superintending Engineer
3rd Division

Dated

Recd.

Encl.

G. O. 13th Oct. 1871, No. 2606.

Nos. 209 & 210

Contractor Dharmalingam
Pondelly — Palaiyancodes
re the claims preferred for
work done in the Bellary
Range —