M.R.O. 1—77,000—3-6-37.

(1) Number of pages 20

(2) Date of repair 25-4-

(3) Initials of the Referencer

# MADRAS RECORD OFFICE.

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## Government of Madras.

Public works **DEPARTMENT.**

G.O. No. 280 Press Mis.

558-59

Dated 30 1 1871.

***Not to be folded or roughly handled***

*Proceedings of the Madras Government, Public Works Department,*
*30th January* 1871.

No. 558. Read the following letter from the Superintending Engineer, 4th Division, to the Secretary to Government, Public Works Department, dated Madras, 23rd January 1871, No. 4,282:—

I HAVE the honour to bring to the notice of Government the following irregularities in the 2nd or Chendragherry Range of North Arcot District, and would strongly recommend that the services of Mr. Supervisor R. H. Hayes, Executive Officer in charge of this Range, be at once dispensed with.

1 Statement.
1 Bill.
1 Voucher.

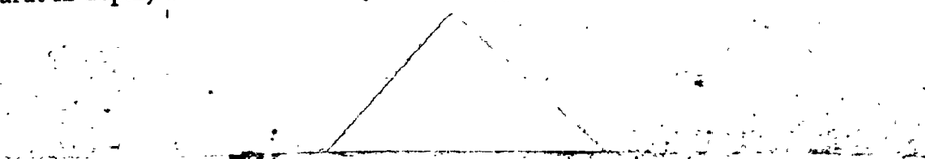
2. The circumstances of the case are as follow: Mr. Hayes, in November last, sent in an emergent estimate for Rupees 350 for the repair of the Singara Calvoy spring channel, on receipt of which, observing that the revenue was only Rupees 19, I sent it back for further report and told him to stop all work. Shortly after this, on a reference to my office records, I discovered that an estimate of Rupees 1,300 had been last year sanctioned for the same work and executed with a promise of an increase of revenue of Rupees 110. I then wrote to the Collector who had inquiries made, and who reported that the repairs already made on the emergent estimate were not emergent repairs at all, and that the extensive repairs said to have been carried out last year could not have amounted to the large sum said to have been expended. He further requested that an experienced officer should be sent to the spot to make inquiry.

3. I accordingly proceeded to the spot in company with Mr. Hayes, and the result of my inquiry was that I thought that the first estimate of Rupees 1,300 for clearing the Singara Calvoy spring channel ought never to have been sent in by Mr. Hayes as a repair estimate, being nothing less than the restoration of an old work many years out of use, and that, in classing it as a repair work, he was deceiving the Superintending Engineer.

4. That bills had been sent in by Mr. Hayes, as for a contract work, amounting in all to the exact amount of estimate, namely, Rupees 1,300, founded on vouchers which Mr. Hayes handed over to me. These bills were passed by the Controller; but when I came to measure up the work pointed out by Mr. Hayes, which was greatly in excess of what ryots maintained had been done, and in excess of what from appearances I should judge was done, I found that my measurements only gave a total of 10,575 cubic yards of earthwork, against 15,440 cubic yards charged for, and paid for, by Government, or that Mr. Hayes has made a charge of Rupees 380 in excess of what was actually carried out, a result which has been calculated from measurements pointed out by himself.

See separate Memorandum marked A.

5. Mr. Hayes could not in any way explain these differences, but said, from the time the estimate was made in 1865, that the channel had considerably silted up; in fact, it was making a new one, but even this would not account for the difference, and I could not find out from inquiries that the channel had silted; in fact, in the original estimate the old channel was shown to be from 6 yards to $1\frac{3}{4}$ yards in depth, which could hardly have disappeared.



6. I asked Mr. Hayes for his measurement books, but he owned he had not taken any measurements, but that he trusted to the Maistry's measurements, only "checking" them. On inquiring what he meant by checking them, he said, seeing here and there, that the measurements were right. As these statements only consisted of three or four items, and he could not show me a single one he had checked, the check could only have consisted of calculations in the office, certainly not on the work. I observed in the vouchers that the measurements on addition came to a certain number of yards that cost a round sum of Rupees in hundreds; from this it was quite evident that these were forged either by the Maistry or Mr. Hayes.

7. With regard to the emergent estimate for Rupees 350 which I had stopped, Mr. Hayes showed me a bill for Rupees 211 already expended. With the exception of one item for stone-work, which was fraudulently entered 16 yards in the bill in excess of the work actually carried out, the whole of the estimate was for new work; in fact, deepening the channel which ought to have been done in the original estimate, and for throwing up a bund. This after Mr. Hayes had written to me that the safety of the channel depended on this estimate being carried out.

8. Mr. Hayes, on being asked for an explanation, said it was only an error of judgment. On examination of Mr. Hayes' books, I found them kept very well, but in three cases which I asked for vouchers for work done no measurements had been taken, and only "checked" written across the Maistry's bill, evidently done in the office.

9. In certain road-works carried out by Mr. Hayes, not on contract, the vouchers were there; but the figured abstract that ought to be kept up daily, and the number of coolies entered daily, evidently were not so, as the paper was not soiled, and all written by the same pen and ink showing clearly that it was made up at the end of the month.

10. On several former occasions the Collector of the District has complained of Mr. Hayes, and both Colonel Boileau and Colonel Bean have made inquiries which have terminated in not being able to prove anything against him. In the present case fraud is undoubted as to the amount of work done, but I doubt if any case in Court would hold, as Mr. Hayes would plead too much confidence in his Maistry, and that he was only guilty of carelessness in not measuring up the work; therefore, I only recommend that the services of Mr. Hayes be dispensed with.

11. I would now bring to the notice of Government the check, or rather want of check, in the Controller's Office, more especially in cases of work when the Range Officer says the work has been done on contract. I enclose a bill that has passed the Controller's office; no vouchers are required of any sort, only this bill, when the work is finished, with the last contractor's bill a completion certificate is sent in, but no measurement of any kind; it only states that the work has been done according to the sanctioned estimate.

12. I have no doubt that in this case, as well as in many others, that fictitious contracts are made with Maistries or others, so that the bill sent into the Controller's Office cannot be checked, as there is nothing to check in them.

13. The Code requires that a report should be accompanied by a defence, but I have not called for one in this case, as all that I have now reported was from my



own personal inspection, and founded on my own measurements. At the time I read out to Mr. Hayes the gist of my inquiries, and he could give no answer. He has since written to me concerning the stone-work in the emergent estimate, trying to show that the total was right and not as I had measured it; but even this only agrees with the total of the stone-work, but not in the items or in the proportion of old and new stone in the bill given me as made out by the Maistry and checked by Mr. Hayes.

14. I am of opinion that it would be most difficult to make out a clear case of fraud against Mr. Hayes, but from all that I have seen and heard in the Range, I think his proceedings, with regard to carrying out works, is open to the gravest suspicion, and, in the case under report, there is not the slightest doubt that the Government have been imposed upon.

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No. 559. ORDER THEREON, 30th January 1871, No. 280.

ESTABLISHMENT, No. 57.

BEFORE passing final orders on this letter the Government consider it only fair to Mr. Supervisor Hayes that he should be afforded an opportunity of submitting such explanations as he may have to offer regarding the charges preferred against him. Colonel Wilkieson will accordingly obtain and submit the Supervisor's defence, and the Controller of Public Works Accounts will, with reference to paragraph 11, forward to Government the contract and completion certificates in connection with the work executed to the Singara Calvoy spring channel.

(True Extract.)

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

To the Superintending Engineer, 4th Division, with three Enclosures.
,, Controller of Public Works Accounts.

Exd. E. C. Shunker.

Govt. of {1871} 30[illegible]s.

# PUBLIC WORKS.

To

THE SUPERINTENDING ENGINEER,

4TH DIVISION.

&c., &c., &c.

*Dated January 30th.*

*Recd.* *Encl.*

*G. O., 30th January 1871, No. 280.*

**JANUARY.**

**Nos. 558-559**

*Mr. Supervisor Hayes.*—Passing orders on the letter from the Superintending Engineer of the 4th Division preferring certain charges against Mr. Supervisor Hayes and recommending his services being dispensed with.

No. 4282 Superintending Engineer's Office
4th Division
Madras 23rd January 1871

From

Colonel C. V. Wilkinson R.E.
Superintending Engineer 4th Division

To

Colonel C. A. Orr R.E.
Secretary to Government P.W.D.

Sir,

I have the honor to bring to the notice of Government the following irregularities in the 2nd or Chembragherry Range of North Arcot District; and would strongly recommend, that the services of Mr. Supervisor R. H. Hayes, Executive Officer in charge of this Range, be at once dispensed with.

Enclosures 3
1 Statement
1 Bill
1 Voucher

2 The circumstances of the case are as follows. Mr. Hayes in November last, sent in an emergent estimate for Rupees 350 for the repair of the Singara Calvoy Spring Channel, on receipt of which, observing that the revenue was only a Rupees 19, I sent it back for further report and told him to stop all work. Shortly after this, on a reference to my Office records, I discovered that an

estimate

estimate of Rupees 1300 had been last year sanctioned for the same work and executed with a promise of an increase of Revenue of Rupees 110. I then wrote to the Collector who had inquiries made, and who reported that the repairs already made on the emergent estimate were not emergent repairs at all, and that the extensive repairs said to have been carried out last year could not have amounted to the large sum said to have been expended. He further requested that an experienced Officer should be sent to the spot to make enquiry.

3 I accordingly proceeded to the spot in company with Mr. Hayes and the result of my enquiry was that I thought that the first estimate of Rupees 1300 for clearing the Singara Kalvoy Spring Channel ought never to have been sent in by Mr. Hayes as a repair estimate, being nothing less than the restoration of an old work many years out of use and that in classing it as a repair work he was deceiving the Superintending Engineer.

4 That bills had been sent in by Mr. Hayes, as for a contract work, amounting in all to the exact amount of estimate viz Rupees 1300 & founded on vouchers which Mr. Hayes handed over to me. These bills were passed by the Controller, but when I came to measure up the work pointed out by Mr. Hayes which was greatly in excess of what ought to maintained had been done, and in excess of what from appearances I should judge was done, I found that my measurements only gave a total of 10,575 Cubic Yards of Earthwork against 15,440 Cubic Yards charged for and paid for by Government or that Mr. Hayes has made a charge of Rupees 380 in excess of what was actually carried out- a result which has been calculated from measurements pointed out by himself.

See separate memo marked A.

5 Mr. Hayes could not in any way explain these differences but said

from

from the time the estimate was made in 1865 that the channel had considerably silted up, in fact it was making a new one but even this would not account for the difference and I could not find out from enquiries that the channel had silted, in fact in the original estimate the old channel was shown to be from 6 yards to 1¾ yards in depth which could hardly have disappeared.

6 I asked Mr. Hayes for his measurement books, but he owned he had not taken any measurements but that he trusted to the Mastry's measurements only "checking" them. On enquiry what he meant by checking them he said seeing here and there that the measurements were right, as these statements only consisted of 3 or 4 items and he could not show me a single one he had checked, the check could only have consisted of calculations in the Office, certainly not in the work. I observed in the vouchers that



that the measurements in addition came to a certain number of yards that cost a round sum of Rupees in hundreds - from this it was quite evident that these were forged either by the Mastry or Mr. Hayes.

7 With regard to the emergent estimate for Rupees 350, which I had stopt, Mr. Hayes showed me a bill for Rupees 211 already expended. With the exception of one item for stone work, which was fraudulently entered 16 yards in the bill in excess of the work actually carried out, the whole of the estimate was for new work in fact deepening the Channel which ought to have been done in the original estimate and for throwing up a bund. This after Mr. Hayes had written to me that the safety of the Channel depended on this estimate being carried out.

8 Mr. Hayes on being asked for an explanation said it was only an error of judgement. On

examination

examination of Mr. Hayes' books I found them kept very well but in three cases which I asked for vouchers for work done no measurements had been taken and only "checked" written across the Mr. Hayes' bill, evidently done in the office.

9 In certain road works carried out by Mr. Hayes, not on Contract, the vouchers were there, but the signed abstract that ought to be kept up daily, and the number of Coolies entered daily, evidently were not so as the paper was not soiled and all written by the same pen and ink showing clearly that it was made up at the end of the month.

10 On several former occasions the Collector of the District has complained of Mr. Hayes and both Colonel Boileau and Colonel Dean have made enquiries which have

have terminated in not being able to prove anything against him. In the present case fraud is undoubted as to the amount of work done but I doubt if any case in court would hold as Mr. Hayes would plead too much confidence in his Master and that he was only guilty of carelessness in not measuring up the work therefore I only recommend that the services of Mr. Hayes be dispensed with.

11 I would now bring to the notice of Government the check or rather want of check in the Controller's Office more especially in cases of work when the Charge Officer says the work has been done on Contract. I enclose a bill that has passed the Controller's Office. no vouchers are required of any sort only this bill, when the work is finished with the last Contractors bill a completion certificate is sent in, but

no

no measurement of any kind, it only states that the work has been done according to the sanctioned estimate.

12 I have no doubt that in this case as well as in many others that fictitious contracts are made with Builders or others as that the bill sent into the Controllers office cannot be checked as there is nothing to check it in them.

13 The Code requires that a report should be accompanied by a Defence but I have not called for one in this case as all that I have now reported was from my own personal inspection and founded on my own measurements. At the time I read out to Mr Hayes the gist of my inquiries as he could give no answer. He has since written to me concerning the stone work in the Emergent estimate

trying to shew that the total was right and not as I had measured it, but even this only agrees with the total of the stone work but not in the items or in the proportion of old and new stone in the bill given me as made out by the Ministry and checked by Mr Hayes.

14 I am of opinion that it would be most difficult to make out a clear case of fraud against Mr Hayes. but from all that I have seen and heard in the Office I think his proceedings with regard to carrying out works is open to the gravest suspicion and in the case under report there is not the slightest doubt that the Government have been imposed upon.

I have the honor to be
Sir
Your most obedient Servant

Thos Russ Colls R.E.
Supg Engineer &c

Public Works 1871 Department
Proc: of Govt for January
No 328

From
The Supt Engineer
4th Division

To
The Secy: to Govt
P.W.D.

Dated 23 Jany/71
Recd 24 " "
Enclos: 3- No 4282

Begs to notice certain irregularities in No 2 or Chendrachery Range North Arcot District and requests that the services of Mr Hayes may be dispensed with -

No 280 - 30 Jany/71

No 558

Public Works Department
Received 30 JAN 1871

No 280 Public Works Department

Proceedings of the Madras Government dated the 30 Jany 1871

Read the following

From

The Superintending Engineer
4th Division
(No 68 dated 23rd January 1871)

Before passing final orders on this letter the Government consider it only fair to Mr Hayes that he should be afforded an opportunity of submitting such explanations as he may have to offer regarding the charges preferred against him. Col Wilkinson will accordingly obtain and submit the Supervisor's defence, and the Controller

of

of Public Works Accounts
will write reference to
Para 11 forward to Govt
the contract and com
-pletion certificates in
connection with the
work executed to the
Sungaracalvay spring
Channel.

25

Lr.
The Supt Engr. Ld Dn with 1 time Ld Cam
Controller P. Wks Rect.

Ln-s-dep 30/1/71
P-C 1/2/71

C/no 328

Govt. of {1871} Madras.

PUBLIC WORKS.

To The Superintending Engineer
4th Division

Dated

Recd. 1871.

G. O., 30th Jany 1871, No. 280.

Nos. 558/559

Mr Supervisor Hayes. Papers
refer to the letter from the Mayor
of Mad to Govt recommending certain charges against Mr Supervisor Hayes & recommending his services being dispensed with.