G.O. NO. 3094

Read the following papers:—

No. 123. From the Superintending Engineer, 2nd Division.
(Here enter No 57, dated 17th August 1871.)

No. 124. From the Controller of Public Works Accounts.
(Here enter No. 1,554, dated 9th September 1871.)

No. 125. From Mr. J. HALL, Sub-Engineer, Public Works Department.
(Here enter No. ——, dated 9th September 1871.)

No. 126. From do. do. do.
(Here enter No. ——, dated 28th September 1871.)

No. 127. From do. do. do.
(Here enter No. ——, dated 9th October 1871.)

No. 128. From the Superintending Engineer, 2nd Division.
(Here enter No. 86, dated 16th October 1871.)

No. 129. From Mr. J. HALL, Sub-Engineer, Public Works Department.
(Here enter No. ——, dated 3rd November 1871.)

No. 130. ORDER THEREON, 7th December 1871, No. 3,094.

ESTABLISHMENT, No. 15.

THE Government having fully considered the foregoing papers are of opinion that the explanations submitted by Mr. Sub-Engineer Hall, with reference to the following charges preferred against him by the Superintending Engineer of the 2nd Division, are far from satisfactory:—

1*st.*—That although the Sub-Engineer's Progress Report for March announced the completion of the Police Station-house at Tangella and the payment of money on account of work performed, it was discovered that on the 23rd March materials were not brought to the spot, and that it was not until the 28th of that month that the work was commenced.

2*nd.*—That Mr. Hall had altered the equivalent of a cubic yard of broken stone from 15 to 12 parahs.

3*rd.*—That the rates paid for gravel were extravagantly high.

2. In respect to the Tangella Station house it seems clear that Mr. Hall wished it to be understood that the building was completed on 31st March, and without actually using those words he showed the full expenditure on the building in the month of March. There can be no doubt that the building was not completed on 31st March. Mr. Hall's explanation is that his report was based on information received from the Overseer in charge of the work, and that as it was near the end of the official year the balance of money due was paid before inspection. The Overseer denies that he made any such report. He states that he declined to sign the bill for the completion of the work on 31st March, and that he subsequently signed it under pressure from Mr. Hall without changing the date.

3. With reference to the second charge Mr. Hall explains that in no instance has he allowed less than 15 parahs of gravel to be received for a cubic yard, but that he did not think Colonel Winscom's Circular, which fixed 15 parahs as the equivalent of a cubic yard, had reference to broken stone. It appears to the

ratio than they estimated, one

Government that Mr. Hall must have been aware of the rule or the practice that 15 parahs of broken stone were to be considered as equivalent to a cubic yard, and it was culpable of him requiring Overseers to calculate at the rate of 12 parahs per cubic yard.

4. In connection with the third charge Colonel Moberly adduces the case of the Vamalapad Pass Road, in which the contractor, on the strength of the promise held out by Mr. Hall, claims 1 Rupee per cubic yard for gravel, at which rate he was actually paid until June last, although the distance from the quarry is only a mile and the material is really not worth more than Annas 3-9 for carriage and Annas 1-6 for excavation. Mr. Hall explains that the estimate provided for the higher rate and was prepared before he took charge, and that the agreement which was entered into for the execution of the work at the rates allowed in the estimate was forwarded to the Superintending Engineer. Mr. Hall also states that, although the item in question may appear high, the contractor not only worked below the rates allowed in the estimate for other items, but also carried out works that were not included therein. Mr. Hall's explanation that he was compelled to pay the higher rate because it was in the agreement, and which he attempts to show had the Superintending Engineer's approval, is valueless, because the Superintending Engineer had never accepted or sanctioned the tenders referred to, and Mr. Hall must be held responsible for having carelessly, if from no worse motive, squandered public money in that instance.

5. The Government are not disposed to deal severely with Mr. Hall on the present occasion, and they are willing to allow him a further trial. He will now be transferred to the Tanjore District, and warned that if he is not favourably reported on as a Range Officer after the expiration of six and twelve months he will be reduced to the grade of Overseer.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the Superintending Engineers, 2nd and 6th Divisions.
" Controller of Public Works Accounts.
To Mr. J. Hall.

Exd. E. C. Shunker.

Madras 31

August 4th 1871

From Mr J. Hall
Sub Engineer I. P.W.
late officer in Charge
4th or Northern Range
Nellore District

To The Secretary to
Government
P.W. Dept
Madras.

Sir

In accordance with
G.O. No 1821 dated 11th July 1871
and Memo No 306 dated 21st July 1871
from Supt Engineer 2nd Div.
appended thereto, I beg most
respectfully to make the
following statement as my
defence -

2 In para No 1 of the above
G.O. No 1821 the Supt Engineer
states I mulcified the Overseers
endeavours to keep down the
rates. If the Estimates sub-
mitted by the Overseers are
examined, it will be found
I did the work at cheaper
rates than they estimated, one

1 Mr Hall signed the Estimates
as Range Officer and is as
much responsible for the
rates in them as in bills

In reply to my remarks
as to slow progress Mr
Franklin writes 7 instant
reports that the prices rates
so high & so unfair that he
cannot conscientiously

continues "them" - the quotation case - The Contractor claims 1 Rupee per cubic yard of gravel he alleged he was promised so much and received it till June last. though the distance from the Quarry is only one mile and his material is really worth only "- 3 - 9" for carriage, - "- 1 - 6 for excavation -

2

My reply to No 169 was that the explanation was very unsatisfactory.

No 230 which formed part of a quarrelsome correspondence between Mr Hall and his Subordinates was not answered because I intended to, & did, proceed to Bangalore a few days after I received it -

instance I can quote Dist of Carting, the Overseers Estimated at the rate of 3/2 to 3 1/2 annas per cubic yard per mile, I got the same at 3 1/2 three annas one and a half piece per cubic yard per mile, and in many other details I also made a saving. I admitted to the Supt Engineer that I had let the works at the rates I had paid for them by Contract, therefore I was bound by my Contract, further more by my letter No 230 dated 5th December 1870, will be explained what the said rates are, The altering of the amounts charged by the Overseers in the Bills is clearly explained in my No 190 10th November 1870 to the Supt Engineer. In which I clearly state that the Supplier refused to receive payment at the reduced rates and I forwarded copies of the said Bills with my No 190 to the Supt Engineer

3 In para No 2 of G O No 1821 the Supt Engineer states he

I do not understand what the absence of G.O. No 245 from my travelling records has to do with the matter Mr Hall & his Head Accountant denied that the Order to which I called attention had ever been sent. Its No and date were furnished on the spot by my Head clerk from my office register on my quoting its contents; In his No 270 Mr Hall admits his denial & the discovery of the paper, but no where proves my ignorance of its purport. Now he says that he used this form as his guide in drawing up the Contract - I enclose it also for comparison

I submit that Mr Hall's list of contracts dated in December 1870 does not disprove my assertion that they were drawn up without my knowledge. They bear dates long antecedent -

Mr Hall says he knows nothing of their being cancelled, but

5

finds out to me that under G.O. No 245 - 27th January 1869 I had no power to make any Contracts &c I beg to state on the date of our interview, January 25th 1871 a Copy of the said G.O. No 245 was not in the Supt Engineers Office, and the purport of it he did not know, as proved by my letter No 270 - 25th January 1871 "a Copy herewith submitted" and he further states in a former report" Vide G.O. No 1491 - 1st June 1871" the said Contracts were made without his knowledge, whereas a list of all Contracts let in my Range were forwarded at the Supt Engineers request, in my No 230 - 5th December 1870 "Copy herewith forwarded" together with one of the original agreements, and no complaint was made by the Supt Engineer regarding the said agreements at this time. The Supt Engineer also states they were not in proper form, I beg to say I took the copy for them from the Form supplied with G.O. No 245, only using the word supplier in place

in No 270 he justifies in words that "they were not worth the paper they were written on" in No 696 / Copy of which Mr Hall has sent / they were returned as "utterly useless"-

of Contractor, and they are all Executed on one Rupee stamped paper Furthermore the whole of the said agreements were submitted with my No 270 to the Supt Engineer and returned to me, with No 696 13th February 1871 "a Copy forwarded" as to them being cancelled. I never heard such a thing mentioned and I have the said agreements in my possession and there is nothing on them in writing cancelling them-

I always found he verified my predecessor's Statement, and he was the only man I found I could depend upon, to carry out works, Vide the latter portion of my letter to the Supt Engineer No 230. 5th December 1870.

4 I may have been misled as to Respondent Ramayya's having been a Gumasta under Mr Hall - but Mr Hall was warned by me very particularly against employing any of Mr Sayer's Agents.

4 The Statement in para 3 of G.O. No 1821. That the man I had let nearly all my Road work to had been a Gumasta under me is inaccurate, the said man (named Cuppole Ramiah) had never worked under me as a Gumasta, but had been a Contractor under my predecessor (Mr L.A. Sayer) for two years, and Mr Sayer at the time of my taking Charge, recommended him to me as the best and most trustworthy of any of the men he had as Contractors; and the only one that had carried out his works in an efficient manner, and

I have not the smallest reason to believe this assertion-

5 The works complained of in para 4 of G.O. No 1821, I admit the said materials were inferior, and the Overseer "A. Veerasamy" had received them without my knowledge and never reported they were bad. The Supt Engineer inspected them before I saw them, but I had them rectified in accordance with the Supt Engineer's instructions. I find since the Overseer A. Veerasamy had bad material placed on the said portion of Road purposely to get me into disgrace with the Supt Engineer

I have also a copy of Circular by the late Colle Winscom & letter from Tumaya - 15 parahs

6 In reply to para No 5 of G.O. No 1821. The Overseer appointed in Mr Taylor's stead, has never received 15 parahs of broken stone for one cubic yard,

ure throughout the Division considered equivalent to a Cubic yard.

7 T. Pirmaya was employed on Mr Stall's recommendation and I have never heard any thing of his intemperate habits.

nor do I know by what orders he is authorized to do so, as a Parah measures 20in x 20in x 10in = 4000 cubic inches and 46 656 cubic inches = 1 Cubic yard, so 12 parahs to exceed a Cubic yard. The said acting Taluq Overseer's letters No 53. 13 July 1871 and No 8 June 1871. I know nothing of, as they were not forwarded through me but direct to the Supt Engineer. This man I am sorry to say I found of late so neglect his duty. I was compelled to write in a harsh manner to him and I learn the cause of his neglect of duty was from the effects of Opiums of which, I believe, he eats large quantities daily, I have seen him on several occasions in a very intoxicated state.

7 With reference to para 6 of G.O 1821. The tenders & papers accompanying them I thought were very sufficient considering they were from the ordinary class of Natives. The latter part of para No 6 referring to myself being my own Contractor and the said Cossyle Ramayya being my agent is incorrect, hence no proof can be obtained as the Supt Engineer states.

8 In reply to para 7 of G.O No 1821 I think on inspection of the reports "herewith submitted" of the Nellore District, it will be said that I go out on long tours in the 4th Range" nearly as large as the other 3 combined" seven times in a twelve month, is not bad, but if my inspection Report is called for, it will be found I was in the western parts of the District Rd, and instead of twelve months being calculated, only Ten months ought to be taken, as I was away for two months Visit from 11th May to 11th July 1870 on privilege leave.

8, Inclose 11 Inspection reports, from which the Government may judge whether I have misrepresented Mr Stall's proceedings.

It is true that the area of his Range is larger than that of any other in the District, but there is very little irrigation & great deal is Jammidary, and the condition of the roads near Ongole is by no means satisfactory, as was remarked by the District Officer whom I met at Addanky.

Mr Stall has not read my para 7 aright - I have not credited him with making 7 long tours. In July he went to Podella 30 Miles & back in 5 days - August & Sept he went to Jaitow & Tetkon Podella & back in 2 days. November, December, & January He did not go for want of the Great Southern Road - February - To Kanigiri 50 Miles and by a slight round back in 6 days -

March - Tangella 30 Miles and back in 3 days.

April — do — do — in 4 days -

9. It is difficult to reconcile this with Mr Stalls Inspection report -

Entry 29th March - Tangella Police Station - Foundations are in & the old work demolished -

30th March. Work going on well.

31st Ongole. Examined T. Pirmayas Cash accounts. T. Pirmayas is the acting Taluq Overseer

9 In reply to para No 8 of G.O No 1821. The acting Taluq Overseer who had charge of the reconstruction of the Tangella Police Station House, reported the said Building completed, on the 31st March and it being the close of the Official year, the Balance of Money

incharge of Tangella
Police Station) -
Letter No 55 enclosed
differs again) -

[illegible]

10 Mr [illegible] made no report of this difficulty either by letter or personally when I came the [illegible] will find. The Official has lately fallen [illegible] report is delayed by my not having yet received Mr [illegible] arrangements [illegible] to the [illegible]

11 [illegible] with Mr [illegible] [illegible] been [illegible] for want of a [illegible] [illegible] [illegible] will [illegible] [illegible] and [illegible] that there will be any saving on this [illegible] belonged.

was paid, otherwise I never pay the last amount, before final inspection. What the Police Officers stated I know nothing of, I have no knowledge of stating to the Supg Engineer I had made an untrue entry.

10 In reply to para No 9 of G O No 1821. The reason of my not carrying out the repairs to the Range Office, was that I could not find any Building available in Ongole to put in the large amount of Stores, Tools, Records &c that were in the Range Office while the repairs were going on.

11 In conclusion I trust the Government will take into their kind consideration that I was solely instrumental in making a saving of Rs 10,000 by not building the Chilka Calwa Road dam, which was to be built when I took charge, and I proved it was useless. It will also be found if an investigation is made, that the price [illegible] materials

is improved since I took charge And all the Roads" which are principal works in the Range are much improved as will be seen by the accompanying Map the Range is nearly as large as the three others combined. It always has been noted for scarcity of Labour & Mechanics There are four Rivers in it not Bridged at any point and only one with one Road on it at the Trunk Road which renders it one of the most difficult Ranges to travel over, and it is a very unhealthy part to live in. Several of my subordinates have gained promotion, & they are giving satisfaction to their present Officers I trust the Government will be satisfied with this my defense statement as freeing me from all blame and hope they will accede to my requesting to be removed, If there is an opening on the Nizam's State Railway, or in Majors Fischer or Farewell's Division I should

be thankful to be appointed

I beg to remain Sir

/ Signed / S. Hall Subngr
2nd grade D.P.W.

C. W. 3981/71

To The Superintending Engineer
2nd Division

Most Honored Sir,

In continuation of my Inspection Report of the last month, I beg leave to state that the Contractor Cassipole Ramaya having consulted with Mr Hall and Draughtsman S. Ramioh at Kottapatam came to me at Ongole on the 29th ultimo and delivered me a report from A. Badrioh Lt. Maistry of the works performed by him / C Ramaya / upto the 27 ultimo on the road from Kanigiri to Vamala-paud and from Kanigiri to Podila & requested me to grant a Bill according to Estimate rates for the increased quantity Amounting to Rs. 1500- for Vamalapaud road. He further said that Mr Hall directed him to grant such certificate upon which I told him that I cannot grant a certificate at the rate of 12 paraks per Cdy. while the practice is at 15 Paraks per Cdy. in this Range for the gravel and metal, without Examining works personally and that it is also quite Contrary to the Supts Engineers order.

2 Then the Contractor Ramaya returned immediately to Kottapatam and reported all these Circumstances to Mr Hall through the instrumentality of S Ramaya Draughtsman, who / Mr Hall / issued an order No 91 on the 31st May threatening me that if I do not submit all the Bills of the works done upto the 31st Evening

at once that he will cause my removal from the Department. I submitted one Bill of the Podila Road at 15 Parahs per Cyd for gravel

3 On the 10th June he again issued another order No 94 directing me to join his Camp at Kottapatam with writer, current and past years accounts. Accordingly I went to Kottapatam on the 2nd and visited the Range Officers Mr Hall and Draughtsman Ramaya forced me to grant a Bill, which Ramiah the Contractor requested me, when I refused to do so both of them examined my Records and threatened me in several ways in order that I may give a certificate like Ramasawmy Modelly Dingole Taluq Overseer, who granted a Certificate for the gravel work executed on Kottapatam road at the rate of 12 Parahs per Cyd upon the personation of the Range-Officer and caused the payments to the said Cashpole Ramaya, which fact your Honor may ascertain upon perusal of the papers connected therewith.

4 While all these things were taking place the above mentioned individuals were present in the Office tent close to the Bungalow. I cannot positively say that all of these will bear evidence of the above facts, because when I asked Ramasamy Modelly about it he said that he will not speak any thing against the Range Officer, who is our immediate Superior.

In Conclusion I humbly beg that your Honor will be

Received 31st May 1871.

The undersigned is very much displeased with stating that Mr. Overseer T. Ramaya for this not upto this moment receiving from him a single Bill for payment tho this is the last day of month. Consequently the undersigned is compelled to report this lazzy Conduct of Ramaya to the said Executive Engineer. He must also bear in mind that this letter is a first warning to him & will be filed in this Range as a token of his bad behaviour. Past the first report against him to the superintending Engineer will not only bear his transfer but will altogether remove him from the depa. If all the Bills for works done in this upto the evening of 30th Instant be not without fail received in this office before

3 ... then be made to ...
at once degraded ...
appointment.

Further more particular attention to this office Nos 18 & 83 in the submission of his Bills is called on.

(Signed) J. Hall Sub Engineer
Range Officer

No 94
T. Perrniah
Acting Taly Overseer
Kottapatam
1st June 1871. 177
Recd 1st June 4 P.M. 1871.

—

directed to join the Range Officer's camp at Kottapatam with his writer current & past years records immediately on receipt of this.

(Signed) J. Hall
Sub Engineer
Range Officer
(True copy)

Explanation and decide for any thing that may be reported by Dr Hall against me. 191

Witnesses

1 Ramasamy Modelly Angole Taluq Overseer.
2 Muthuswamy Pillai Local Fund Overseer
3 V. Venkatanarasiah 2nd Accountant
4 R Sundaresiah T. Overseer's writer of Kundoor Poor Taluq
5 K Raghunaikulu Angole T. Overseer's writer
6 C. Munisawmy Brick layer Madras
7 C. Venkiah Sub Contractor under Esspoles Ramiah
8 Peer Ahmed - Dry Lascar
9 P Ranganaikulu Gumasta of Kallapalam Road.

Sheg to Remain Vcs

Overseer's office
8th June 1871

/ Signed / T. Poornaya
Ag Taluq Overseer in Charge
of Kundrikuram & Kanigerry Taluqs
No 1 Range Stellers Distt

/ True Copy /

/ Signed / T. Poornaya
Ag Taluq Overseer

/ True Copy /

Chubb Colln
Asst Engineer 2d Class

P.W. 3981/71

No 4 or Northern R. Co

Circular Memo No CLXIV 21T

As it is desirable that the same number of paras per Cubic yard of gravel be allowed in all Rangers, it is requested that 15 paras which by experiment has been found to be the average turn out of 1 Cubic yard of gravel in quarry) be allowed in all future estimates —

(Sd) G. V. Wilcox Colld
Asst Engineer 2nd Div

Supt Engrs Office 2nd Div
Peshawar 29 January 1882

True Copy

H. Bleeker Colld
Asst Engineer 2nd Division

P. W. 3981/71

No 4 or Northern Div.
Camp Kottapatam
29th May 1871

No. 55

2BT

From The Officer in charge
No 4 or Northern Range
Ist Class Distt

To The Superintending Engineer
2d Division

Sir

In reply to your Docket No 114 dated 16th May 1871 I have the hon or to inform you that what I stated to you on 23d March regarding the building materials for Sangilla Police Station not being at the site was correct and that the Roof "wood work" was at Pagoli on the 27th March 1871 and the Building was reported to me as Completed on the 31st and as you stated in Docket No 720 dated 23d July that the allotment would lapse for last year the amount was issued in my account

Regarding my having got permission to leave your Camp on 23d March 1871 & this to inform you it was not to go to Sangilla but as stated in my Extra Not to go west by which I meant to Kandukur and Commaler, to the former to inspect the Police

Asst

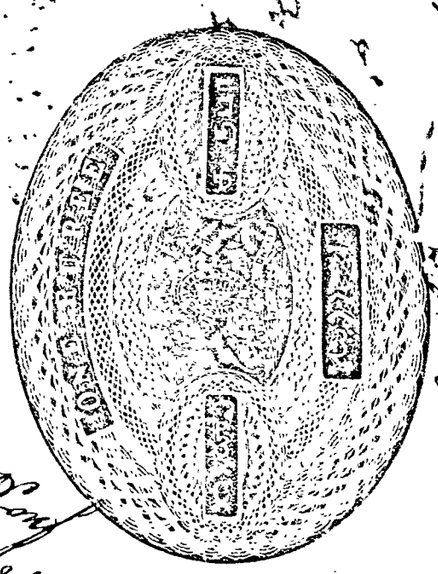
Feet and the latter some Road Tunnels
But when at Kandukur I met Gunnisawamy
Naidoo and I spoke to him about
Carrying out the work of Tangella Police
Station, he agreed to take it and finish
it by the 31st March if I supplied him
with Government Materials which I did.
Hence the Cause of my returning to Ongole.
Thus on Saturday the 25th Morning I left
Kandukur and Came as far as Tangutur
and on Monday the 27th arrived at
Ongole: From which place I procured
Bricklayers and proceeded to Tangellah
and got in the Foundations and some of
the walls up before I left on the 30th
Vide Inspection Report for March 1871.
I proceeded again on April 19th for the
purpose of giving Completion Certificate
and found the plastering not to my
liking nor the asphalte done. I at once
set to work and had it right. and
it was taken over by the Police Authorities
on May 3rd. It is now a substantial
well built Station and the Police Authorities
on the Spot as well as the Inspector

were quite pleased with it.
Hoping this information will be
Satisfactory.

I have the honor to be
Sir
Your most obedt Servt

Jno Hall Lieut
Officer in charge Kistna &
Northern Rivers Divn

Case of Alex.k Mc Kay
13th August 1871



Know all Men by these Presents that I Alexander McCall McKenzie (Farmer)
of Knockbain in Ross-shire Scotland Sailing Master Mariner do agree to and
with the said Alexander McKay his heirs executors and assigns that I
will the Vessel called the Caroline of Dingwall whereof I am Master
now lying at Alexandria for Dingwall with all convenient speed proceed
to the Port of Dingwall and there deliver to the said Alexander McKay
his heirs executors and assigns the Cargo of Deals and Battens
which I have received on board the said Vessel at Alexandria
aforesaid and which I am to receive on board at Quebec and
Miramichi or one of them and for the due performance of the
premises I bind myself my heirs executors and assigns and my
said Vessel her Tackle Apparel and Furniture and the Freight
to arise from the Cargo aforesaid In witness whereof I have
hereunto subscribed my name and place of residence at Leith
this Thirteenth day of August Eighteen hundred and seventy one
years before these witnesses Alexander McKenzie Master
Witness Alexander Mackay Shipowner Dingwall
Alexander Mackay Junior Shipowner Dingwall

Witness to the signature of Alexander McKenzie Master
Alexander Mackay Junior Shipowner Dingwall

Witness to the signature of Alexander Mackay Shipowner Dingwall
Alexander Mackay Junior Shipowner Dingwall

Witness to the signature of Alexander Mackay Junior Shipowner Dingwall
Alexander Mackay Shipowner Dingwall

Victoria and the Lands Dominion of Canada
Province of Nova Scotia and Island of Cape Breton Revenue Department

No 55

1871

No 55. 29. Brig Caroline with
variances of 2 tons 11 lbs Dut.
Wallis Collector and Preventive
Officer.

The officer will report
the completion of the Police
Station on the 31st inst.
time when the same was
first formed into use -
The Collector requires
reasons why the Station
was not completed by the
1st instant as agreed upon
the Contractor of the
Station House Mr Donald
Mackenzie was informed
that the Station House
must be completed by
the 1st instant or the
money according to the
Contract would be
deducted for every day
after the 1st instant
the work was done -
and there was certified that
the Station House
was completed on the
31st instant -

From the Officer
to the Surveyor
Date 29th May 1871
Rec'd

Subject

Furnishes Certain
explanation regarding
the reconstruction of
Dingwall Police
Station House

P. B. 31st/71

Inverness
Sheriffdom

Hut
But
Ma
Carr
Ha

[illegible]

P.W. 3981/71

29T

Enclosure in letter
No 57 of 17 Augt 1871
From The Supt Engineer
2nd Divn.
To The Secretary to
Govt N.W.P.
Madras

No 57

Superintending Engineer's Office
2nd Division Camp Ahmadapatam
17th August 1871

From

Colonel F. J. Roberts R.E.
Superintending Engineer
2nd Division

To

Colonel J. Carpendale R.E.
Secretary to Government
Public Works Department.

Enclosures
1 Copy of Mr Hall's Answers, with Supt Engrs remarks.
1 Copy of A.G. Ealing Queries & Remarks letter with 2 Encls
1 Copy of Coll. Fan Browne's Circular No CLXIV - 29 January 1868
*1 Bill d/ 27 Sept 70 containing Mr Hall's Alterations
*1 Original letter of Mr Hall No 55 d/ 29 May 1871
*1 Original Canceled Agreement d/ 29 April 1870 by Kistnaji Ramchandra
*1 Estimate referred to from Supt Engr Sept 1870 & 7 Augt 1871
17 * Return requested when no longer required

Sir,

In reply to G.O. No 1821 11th July, I have the honor to send copy of Mr Hall's answers with my remarks in half margin which I hope will be found convenient for perusal.

2. I enclose also a "bill" as submitted by Mr Hall shewing the alterations made by him.

I have the honor to be
Sir
Your most obedt Servt

F. Roberts Colonel R.E.

Superintending Engineer
2nd Div

Rec'd 11th July 1871 Pp 161. 162

P. W. 1871 Dept.
No 57
Opn of Govt for Decr

From Ac 3981.

The Supg Engineer
2d Division

To

The Secretary to Govt
P.W.D.

Dated 17th August 1871
Rec 25th August 1871. 5-6
Enclosures 17.

Submits Copy of Mr Hall's answers with the Supg Engineer's remarks in half margin together with a bill containing alterations made by Mr Hall

Ac 123

Y. 2:00/11 C/12-30/71

Office of the Controller of
Public Works Accounts.
Madras, 9th September 1871.

337

No 1554

From,
The Controller of P.W. Accounts,
To,
The Secretary to Government,
Public Works Department,
Fort Saint George.

Sir,

With reference to your Memo: No 81, dated 8th September 1871, I have the honor to forward the Progress Report of Mr Sub Engineer Hall, late in charge of No 1 Range of the Nellore District, for the month of March 1871.

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

S. Hoff

Controller of P.W. Accounts.

Copied

Rec'd Nov 18 1871 Wesp

Rec'd from Govt Nov 4 2 98.

Sirs,

The Controller of N.W. Accounts

To.

The Secretary to Government,

Public Works Department,

Fort Saint George.

Dated 4th

Read 11th } September 1871.

No. 1554

Encls: 1

Forwards Progress Report of the Range Nellore District for the month of March 1871.

Recorded

Rec'd 4th Nov/71

No 124

6 Abstj 23 Oct/71

further work, by any Letter No 230 dated 8th Decr/70, will be effected. What the said Letter was, the allowing of the amounts charged by the Contractors in their Bills, in charge applied, viz any No 1st dated 10th December 1870, to the Supt Sugar, Ba which Colonel State had the Supplier upon to receive payment at the reduced rates, and Commanded Copies of the said Bills, with any Reports to the Supt Sugar.

3 Re Para No 2 of G.C 1871 the Supt Sugar states, he found he was not to make under G.O No 245 of 27th/69 that no Power to make any Contracts exceeding to State on the date of an interview, Jany 25th 1871, A copy of the said G.O No 245 was not in the Supt Sugar Office, and the Purport of it he did Recollect, proved by any Letter No 250 dated 25th Jany/71 A Copy having the Commandt, and the Sundry Statements from report, that G.C as Supt stated 1st June 1871, the said Contracts were made without the Knowledge - Coherent & Ref of all Contracts, let in any Rangs were Commanded at the Supt Sugar request

togr this with one of the Requisit Agreements and no complaint was made by the Supt Sugr regarding the said Agreements at that time, the Supt Sugr also stated they were not in proper form, I beg to say I took the Copy for Comparison the Form supplied with G.O No 245, only using the word Supplier in place of Contractor, and they are all exported on a Fac Rupee Stamp paper. Furthermore the whole of the said Agreements were submitted with my No 271 dated 25th Jany/71 to the Supt Sugr, and returned to me with No 6/56 dated 13th July/71, A copy forwarded, as the Form being Cancelled, I never heard such a thing mentioned, and I have the said Agreements in my possession, and I see nothing on them regarding Cancelling them.

4th The Statement that Jan Singh that the Jman shall let out any Road Work to, had been a Covenanted under me, is unfounded, the said Jman (Gopal Ramaya) had never worked under me as a Covenanted, but had been a Contractor under my predecessor (Col Lt Hyde) for two years, and his Services at the time of my taking over charge were recommended them to me as the best and most trustworthy, of any of the men she had as Contractors, and the only one that had Carried out his Works, in an efficient manner, and I always found his Statement, any predecessor Statement, and he was the only man I found, I could depend upon to Carry out Works like the latter

Cause of his neglect of duty, was from the effects of Opium, of which I believe he eats large quantities daily, I have been informed on several occasions, in a very intoxicated state

7 With reference to Para No 6 of G.O 1821. The Hundred and papers accompanying them I thought were very efficient, considering they were from the ordinary Class of Natives. The latter part of Para No 6 referring to my having any Contractor and the said Cappoolamaya being my Agent, is incorrect, never no proof can be obtained as the Supg Engr states.

8 In reply to Para No 7 of G.O. 1821, I think on the precincts of the Hospl "herewith forwarded," of the below District, it will be said that to go out, on long Tours in the Kl Kangl, "nearly as large as the other 3 combined" been denied me a fortnight, I not bad, but my Inspection Report is called for, it will be found, I was in the Western parts of them, know that, and instead of twelve months being Calculated, only Seven Months ought to Status, as I was away for Two Months, viz from 11th May, to 11th July, on Privilege Leave.

9 In reply to Para No 8 of G.O No 1821, The Acting Acting Overseer, who had charge of the reconstruction, of the Tangalla Police Station House, reported the said building Completed on the 31st March, and at being the close of the Official year, the balance of money was paid, otherwise I never pay the last amount before the final inspection. What the Police Officer

for duties of any kind to the Supg Engr Kd 230 dated 8th Novbr 20.

5 All the books connected with Para 4 of G.O. 1821, except the said Register and the Cubic Measurements were retained by the Supg Engr. and produced before I saw them, but I had them weighed in accordance with the Supg Engr Contract of Broadway, that had Contract placed in the said Police Book, for which I signed the Supg Engr

To be replied to Para 3 of G.O 1821. The Overseer appointed in the Report Head has never received Stamps of Broken Stone for one Cubic yard, nor do I know by what order he is authorized to do so, as a Rate Measurement 20 x 2 x 2 = 80 Cubic Feet, and 4 to 1 Cubic Yard = 20 yards to 12 pence is 1 Cubic yard. The last Acting Overseer billed 60 Stamps for 15 Cubic yards, the Supg Engr refused to pay, but I had them weighed, and found 1 Cubic yard = 20 Stamps, I thought it was my duty to report the same to the Supg Engr, that I was not allowed to do so, I found 15 Cubic Yards = 300 Stamps, I was Confirmed in my opinion

9 found 15 Cubic Yards to weigh 20 Stamps, I was Confirmed in my opinion

From Capt. [illegible]
Subsidiary
Camp Agra

To
The Officer in charge
Office Mil. Board
Camp
Dated 13th Feby 1771
Received
Mil. Board

Subject
Report to Govt. dd 29/1/71

The 8 Documents forwarded with the above are returned as utterly useless The Arguments are not made with any Sort Officer whatever

Par Order in consultation for which see Mil. Cons. No 245 of 27th Feby
Circular No CLXI of 28th Feby

To Lt Col Kinloch Comdg
Subsidiary Force Delhi

(A true Copy)
Geo. Dale Sub Engr
for Q. R. M.

Received
4th August 1771

No 330.

Sam
Do [illegible] Lieut Colo
Richard Le Patourel
Esquire &c

Sir

Sir Lieut Colonel Craig Regiment
2nd Division

I
Sir

I have yesterday received Yours dated the 9th
Inst. with the Copy of a Letter you state
to have received from Captain Hamilton
relative to Ensign Gardner in which you
desire to be informed what is to be done
with the Ensign, I have to inform you it had
been determined to reduce the Rank in the
Army of every Officer who had been
absent without Leave for the space of
Six Months, the same to take place from
the Date of the Commission of the Officer
so absenting himself, I have given orders
to the Agent to the Regiment to stop
the Pay of Ensign Gardner from the
Date of his Commission, which I presume
is the 25th December last, and to
transmit the Amount to the Paymaster
General, I have also given Orders to
Captain Hamilton to receive from
Ensign Gardner the Regimental Colours
and Necessaries, and to transmit the
same to the Agent, I have also given
Orders to Lieutenant Colonel Craig
to have the Vacancy occasioned by the
Resignation of Ensign Gardner filled up
by the Promotion of Regimental Sergeant
Major Thomas Graham to an Ensigncy
and Mr Graham has been directed to
proceed to Quebec by the first Vessel
that sails from this Port, I have also
directed Mr Gother to pay to Mr Graham
the Sum of Twenty Pounds Currency
on account of his Pay, which will be
stopped out of the first Pay that becomes
due to him, I have also directed Mr
Gother to pay to Mr Graham the Sum
of Twenty Pounds Currency on account
of his Pay, which will be stopped out
of the first Pay that becomes due to him

3, 2 Roo & Kuna palam Road } Daily mawkuai allowance.
& Road from Dugole to Cumbum } C. Kannia Sapplier
& Road from Kunk Road to Kuna Lugiri Konda to Kanghai }
& Condemning Road from Kanghai to Kuna Lapsal Post to Kanghai } Nun Monks
& Road between Kovilla to Kanghai } C. Kannia Sapplier

1 Superintendent Kovilkar } Rapair
Kangatan } C. Koonimanny
2 Kangatan Do. &c } Sapplier

1 Superintending Kun Road } Rd Reddiarlu
Servant — — — } Sapplier

5 Rd. & Forward Coley pannettuvate
they were which we Rd. Reddy by
you Means Eproved the account of
Expenditures and Received usually
allowed of done. Respectfully that Rao
Sahib give them this as the cheapest enter
Case yet Known for at present, Some
Repairs may be found necessary to secure it
Respectfully Remark that Rao may Kindly
Direct Rao Sahib as to make to ar-
Rangements may necessary
1st To get our petitions if possible in
Time to Expedient Epoche
2nd that Rd. Reddy must Continuously
Continually Keep Rao Said. All Stand
Same Field and Forest, they entire
Rd. Rd. Monks as totally employed

Daily Mawkuai allowance.
C. Kannia

Sir Rd. Reddy must Continuously Rao Sahib Rao Said. All Stand Same Field and Forest, they entire Rd. Rd. Monks as totally employed

3 Road from Kunk Road to Kopparapalem. Daily Mawkuai allowance. C. Kannia

3, 2 Roo & Kuna palam Road } Daily Mawkuai allowance.
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& Road from Kunk Road to Kuna Lugiri Konda to Kanghai }
& Condemning Road from Kanghai to Kuna Lapsal Post to Kanghai } Nun Monks
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Kangatan } C. Koonimanny
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Time to Expedient Epoche
2nd that Rd. Reddy must Continuously
Continually Keep Rao Said. All Stand
Same Field and Forest, they entire
Rd. Rd. Monks as totally employed

il and leave it to Mr and so proceeding day from Narrandu & to carry it out

I have &c
(Camp Nelwapatam) Offg Col of Engrs & Engr
5th December 1870) S. D.

(Col Pine Copy)

Mysore 1 -) Jno Hall Lt Col Engr
4th August 1871) 2nd Comm S. F. Div

No 270.

497

To

The Superintending Engineer
Mid Division

Sir,

I have the honor to inform you after having your permission to dig Pounds to any Officer and Inquired about the Rocks for the Contractor refused to dig your explanation to the way in which Contract would not be the practice not to grant Rock abroad Documents in a course of as stated in your Proceedings. I am happy to inform you I found the Contractor No 2405 dated 9th Aug 1869 and at your desire the Agreement made by me and a Copyist Agreement Copy of which I forwarded in my No 230 dated 5th Dec, to most being Countersigned by you I am sick of thought they were not worth the paper they were written on I have now the honor to forward all Requisite in my possession for your disposal. As the Contractor is sick I have the honor to state that I have ordered notice this day to put a stop to all works they

affectionate

No. —

Madras 11th September 1871

From

Lt. John Hall
Sub Engineer 5th D.P.W.

To

J. Corsandale Colonel M.E.
Secretary to Govt. P.W.D.
Madras

Sir

In reply to the Remarks made by the Supdt. Engineer on my defence Statement, I beg to offer the following Statement with reference to Para 101. of the Supdt. Engineer's remarks, I beg to state, I am quite aware of my responsibility for the quality as well as Estimates and I will not, if given received the Contract Calculation, undertake to state of each of the items of Estimate, without the sanction of the Supdt. Engineer, either in any Estimate or in any Bill.

Mr Franklin when reporting that a Contractor claimed 100 Rupees for Gravel, would have done well to have mentioned the name of the Contractor, also the place where the work was executed, his report is in so vague a form I cannot answer it in any other way than that I never caused or suggested by promises, but every thing I have done has been by regular Agreements, in a thorough Official manner, and I think of the instance where a man has been paid specifically for Quarrying and hauling 1 Cubic Yard of Gravel for a mile (1 1/2 mile to Trunk Road) also regarding the high rates paid, if he searched the records in

in his Office he would find they are much lower than my Endeavours -

1st Spring to Para 2 No 2. of the Supdt Engrs remarks. I cannot help to understand to what it refers

2d Reference to Para 3 No 3. I strongly object to the Supdt Engineer stating, that my Rangr Head Accountant and myself denied the order had been received. I stated that if the Rs were duly filled up I knew the Supdt Engineer and furnished me I would find it on which he appealed to his Head Clerk to know the Nos and date of the order as at the same time the Supdt Engineer only thought it refused to Contracts being invalid unless countersigned by him -. In my No 270. I do quote his words thus - "I strongly" (omitted in his remarks under reference) they were not worth the paper they were written on - It is only the Supdt Engineer thinks them useless - I found I could act upon them and did so, by stopping all the work at once & other, and the Deputy Controller has pronounced them valid in his report to Government, after Inspecting my Rangrs Accounts on 1st 18th 1871.

Referring to Para 4. I have no recollection of being warned by the Supdt Engr not to employ any of his Peons Agents, neither do I know of any Order to that effect -

Referring to Para 5 I could swear the assertion I made in my Reference Estimated Para 5 to be correct if I were on the spot as it would require witnesses.

Referring to Para 6. the Circular referred to therein I presume is for work done by Departmental

Departmental Coolies and that only for the Metre of Gravel and not broken Stone, as alluded to in G.O. No 1821. para 5, and I conclude the cause of the said Circular calling for 15 Para's per Cub. Yd. is from the Consolidated State of the Gravel in the Earth, but I have never known any so good in my Range, that when sifted would produce even 12 paras of good gravel P. Cub: Yd., but in no instance have I allowed less than 15 paras of Gravel to be taken for a Cubic Yd. from any Contractor or Departmental Agency, as my Accounts will show -

Referring to Para 8. the Inspection Reports on Examination will prove any Journeys during that time - The unsatisfactory State of the Roads mean Cryoor was never mentioned to me by the District Officers - The said Officers viz Collector of Salem Mr Hans Raper - Asst Collector Mr Hughes and the Supdt of Police Major Gilbraith - left quite the opposite - I even heard Col: Moberly say to Major Gilbraith, when he got into his Carriage, that he could not say it was a bad Road for this part of the Country, and Major Gilbraith replied - "No - No - it is very fair" And during the Journey from Cryoor to Kistnapatam Mr Hughes told the Collector that on his tour with the late Collector Mr Masters last year, the Road was impassable, but in January this year they all drove along it in light vehicles without much trouble, and I managed to get the Roads to that State on a much less allowance than any other Rangr in the same District. The Annual Allowance to the other Rangrs for the Trunk Road in the District averages from Rs 15

to Rs 230 ₹ Mile; but for any portion only Rs 100. ₹ Mile is allotted and no portion more expensive than any Straight to make Roads in ... District or Local Fund Roads are treated in the same way as I was informed by the Collector that the funds for Local fund Roads in the other portions of the District were much in excess of what is required for any Range. It appears to me, (C.B. 1871 will show that what I stated is correct - it plainly states Funds are to be applied to the Working country, but this word and Zyttie are omitted) I therefore beg to lay the following list of long journeys which are passed by the Assistant Superintendents during the Inspection Reports submitted to the Supt Engineer they are as follows

July	11th	15th	Attur to Coglee
	17th	23rd	Coglee to Salem
	27th	1st Augt	Pettapolatam to Pondillah Hoath
Augt	11th	13th	Sriganaikenda Hoath
	13th	17th	Villampillay Hoath
	22nd	3rd Sept	On Circuit-
	12th	14th	Pondillah Hoath
	28th	3rd Nov	to 2½ Mile Stone North Boundary
Nov	21st	14 Dec	On Circuit- Hoath
1871 Jany	16th	20	to Pennalore Hoath
	23rd	28th	with Supt Engr from Villampilly via Kolimpatam Attur Hoath
Feby	4th	13th	to Punnagherry Hoath
	13th	21st March	to Nellore Hoath
	21st	27th	to Kunjakur Hoath
	28th	31st	to Tungallah Hoath
April	7th	22nd	to Tungallah Hoath

and Beg to remark in March, and Sept. was so ill, I could not travel much, but the 16 Journeys above detailed were done in 10 months and from the want of any Ranger if I died not available Stage, I could not get through any work - Dated beg to remark I have done the Journeys on any ordinary Travelling Allowance never charging the increased rate of Ranger -

Referring to Para 9 I am sorry I have not a copy of Letter No 55 in my possession, so cannot answer this Para - Beg to state that I did inform the Supt Engr at the time of his inspecting the Office, I could not get another suitable place to remove the records and Plans to, and Asked said I could not command Workmen to do the repairs it should be a first charge on any Public Work that I have to Execute -

In reply to Para 11 the Records to prove Waste Land of the following Schemes is mine

From
The Supt Engr 2 Div
No 455 dated 4th Feb 1869.
Regard to examine Portion of Road Executed in his Range and see if any Saving can be effected or anything wanted is omitted & if so to explain fully at Once

From
Supt Engineer 2 Div
No 22.

From the Asst
4th Range Officer
No 218 dated 24th Nov 6
Reports that if Kurra
Tank supply Channel
is repaired, Summer
repense of Chulla C
Road dam can be
dispensed with and
saved to Governme

From
The Harbour Master
To
The Harbour Engineer

No 2. dated 31st November 1869
Refers to Ranger Officer
No 218.
Informs that the Chilla Calwa Road Dam should be stopped pending further investigation but fears that flood in Kurnair are frequently higher than any of the Current year.

From
The Harbour Master
To
The Ranger Officer
No 261. dated 8th February 70
Forwards Plan of Proposed Tank Channel and requests that if the Channel be regulated and a Road also built the Chilla Calwa Road Dam may be dispensed with.

From
The Supdtg. Engineer
2nd Divn
No 737. dated 5th March 70
Refers to Ranger Officers
No 261 dt. 3rd Feby 70
Informs that the Ranger Officers proposal is judicious and requests to prepare Estimate for Regulating Kurnair Tank Supply Channel
Returns the Plan of Survey.

I have the honor to remain
Sir
Your Obedient, humble Servant
[illegible]
[illegible]

No 22. dated 31st November 1871

Reports to Rangi Officers
No 218.

From
Mr Stall
Sub Engr

P. R. 1871 Sept 2
Gn: Godfrey Clerk
Rcd 4 September 1871
No 1306.

From
Mr J Stall
Sub. Engineer

To
J. Carpendale Col. RE
Secy. to Govt 2741.
Madras

Rec'd 11 Sept. 71

Reports to Statement made by Supdg. Engr 2 Divn on his Defence Statement

Dec 1871 No 3094

Ctc 125

Cl Dely 23 Oct 71

5971

From
The Supdg Engineer
2nd Division

To
Mr. J. Stall Sub Engineer

Dated 22nd September 1871
Rcd 26th Ditto

Under instructions from Govt the Supdg Engineer requests Mr Stall to explain why he paid 1 Rupee and upwards for gravel on the 6th & 9th Miles from the Govt Vanikapand pass on the road to Rangiah gravel pits are six miles distant and from pits four miles for each bullock carriage should only cost 3. 9 which added to cost of excavation 1-6 makes total 5-3 the Contractor urged that he had to remove 1 yard of earth to get at the gravel and to bring earth 400 yards to fill the pit

Allowing 1. 6 for digging and throwing back the former and 2. 9 for each yard of the latter at the proper handy rate 2 yards of gravel would cost 10. 6 + 1-6 + 5. 6 = 1-1-6 or 8. 9 per yard

The Contractor claimed 1-4 for gravel supplied to the 6th and 9th miles and was paid at those rates by the Jt Rides and was paid at those rates by

Cadiz
27th September 1871

1
Cadiz

From Hall Sub Engineer
D. P. W.

To Lt. Col. Keatinge R. E.
Superintending Engr
2nd Division

Sir

In reply to your Letter No — dated 22nd Sept. 1871 requiring an explanation why No 1 and afterwards and paid for gravel on the 6th & 7th Inst of Jan and Cadiz Road in June last I have the honor to forward the following explanation

1st The said Road was let on Contract at a small reduction on the Amount allowed in the Estimate — Rs 1's Amount allowed in the Estimate — Rs 1's Abstract of Measurements for the Execution of the said Work at the Rates stated in the said Agreement was forwarded to you with my No 66 dated 9th June / 71) And having taken that Agreement I considered I was bound to pay according to it

2nd further beg to state that as the only Man who could take the Work at all the Amount allowed by me appear as high rates, but when the following Items are taken into consideration I do consider the Contract Rates Being a new Work many things were carried out by the Contractor that were not allowed for in the Estimate and other Items of a much lower rate than usually allowed

1871
K.
RE
1871.
Cadiz

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in on
ent

by the Rates has coupled with the fact that all Carting had to be done by Basket on Coolies head (Bullock hackeries in the Villages on and around this Line of Road are not known) and the said Coolies having been brought from a distance as no Labor was to be found at hand the Contractor had to dig wells for him to get water at and from the unhealthiness of this part higher rates had to be paid him

3rd That the Contractor not finding material within the distance allowed in the Estimate Quantities at a little less than the Estimated would have objected to allow him the extra Rate for carrying to make up the Estimate — as I think the Contractor has done a little more than the Estimated Amount of work (the said Estimate framed by me previous to my taking charge) at the time of commencing Upon the Estimate was drawn up as to how by I could not benefit Government had I altered it, And as the Road was opened and an Allotment sanctioned Considerable

it better to carry out the Same as it stood

6th Furthermore by the Contractor finding Material so much closer than was Specified Government in the future will reap the benefit as there is now known a better Material is to be found for repairs &c

I have the honour &c

Jno Ball Lieut
D. A. P. W.

(A true Copy)
Jno Ball Lieut
D. A. P. W.

P. O. No 609/71.

Madras
28th September 1871

637

1
6 Forwd

Jno Ball Lieut
D. A. P. W.

To
A Carpendale Col R.E.
Chief Engineer
&c &c &c
Madras

Sir

I have the honour to enclosed copy of letter received by me on 26th inst from the Superintending Engineer 2nd Division together with a Copy of my reply which I beg to forward respectfully for your information

I beg to remain
Sir
Your obedient humble Servant
Jno Ball Lieut
D. A. P. W.

Madras
9th October 1871

Copy

Sir Stafford Northcote
&c, &c, &c.

Sir

I have the honor to acknowledge the receipt of your Dispatch No 48 dated 3rd October/71 with enclosures relative to the formation of the Agricultural Department for the Presidency of Madras.

I have the honor to be
Sir
Your most obedient humble Servant
(Signed) Hugh Frazer
Acting Secretary to Government

Carpendale 28 Oct
Sheybolbert
& P. M.
Bradad

Rec'd 28 Sept/71

Encl. 1

Admit Forwarding Copy
of Letter Read from Lieut
Engr 2nd Dn. dated 22nd Inst.
together with Answer for
information

1st Dec/71 C.H.B.

4

Public Works 1871 Dept.
Prin: Asst for Secy

Dec. 1859 pd.

From

Mr Lewis Hall
Lieut Engr Dept.

To Harbondale Coal Co
Supt for Coal Dept
Scranton

Date 9th Oct 71
Rec'd 12

Encl: Sam

Submitting Agreement
as required by Ord 484
from Supt Engr. 2nd Division

Ref'd to 1106 3094

Ans 12th

5

Know all men by these presents that I Koppole Ramaya of Koppole in Ongole Taluq Nellore District do agree to do all the suppliers work required as per Estimate noted in the Margin× attached to this ~~Estimate~~ Bond within the Current Official year of 1870-71 and to receive payment minus 5 per Cent until Completion of work.

The Condition of the above written bond is such that I shall well and truly execute the work described in the said Estimate signed by us Mr I. Hall Sub Engineer 2d Grade Officer in Charge of No 4 or Northern Range Nellore District and dated the 23d ~~April~~ February 1870 and numbered (2) according to the rates mentioned in the said Estimate or in the Case of my making default in performing the work efficiently and to the satisfaction of the Range Officer shall on demand forfeit all balances and amounts of money due to me without reference to the relative importance of the particular default and whether the Government have or have not sustained any ascertainable pecuniary damage thereby and the above written bond shall be null and void otherwise the same shall be and remain in full force and virtue.

× Constructing Road from Vemulapaundu Pass to Kanigiri.

[illegible]

STAMP DEPARTMENT
JA 6
1870

Superintending Engineer
Office 2nd Division
Camp Masulipatam
16th Octr 1871

No 86

From

Colonel F. J. Nolerby R.E.
Superintending Engineer 2nd Division

To,

Colonel J. Carpendale R.E.
Secretary to Government
Public Works Department

Sir,

I have the honor in reply to your No. 80. 8th September to report that the Overseer prepared the bill at rates which he thought sufficient. The supplier informs me that he signed it under protest, and on his appealing to Mr. Hall the higher sum was paid.

2. It appears that all the contracts were returned as cancelled by Mr. Hall to the Contractor whose receipt I enclose - when he was going on leave Mr. Hall took them back; I have requested him to send to you direct the one now called for - this proceeding shews the value Mr. Hall set on these documents -

Enclosures
1 Orig. receipt of Contractor 23rd June 1871 — A
*1 Bill 27 Septr 1870 — B
1 Copy of Bill 17th May 1871 — C
1 Orig. & 7 Mr. Stalls No 130 10th Nov 1870 — D
1 Copy of Bill & Memo to Mr. Stall 22 Septr 71 — E
1 Mr. Stalls Reply 27th do — F
1 Orig. & Petition of Contractors Kistpoly Hamuds 29th July 71 — G
100 Mr. Stalls Memo No 66 9th Sept 71 — H
8 returned requested

A

3. I enquired from several persons in the 4th range regarding the quantity of stone received per cubic yard. All said 15 paras - Mr. Franklin has just sent me a bill signed by Mr. Hall the memo attached to which distinctly states that 15 paras are taken as equivalent to one cubic yard. C

4. I would submit that this ought to show that Mr. Hall was aware of the practice though it is of course impossible for me to say whether Mr. Hall had ever read Colonel Winscom's Circular

5. Mr. Hall's No 190. 10th November 1870. is enclosed. D

6. The Acting Taluq Overseer denies that he ever gave any report of the completion of the Tangella station house - he was with Mr. Hall and me at Singaroyakonda on the 23rd March - he informed me at Ongole on the 22nd Ultimo that he had declined to sign a bill for the completed work on the 31st March; that Mr. Hall then gave him a cheque payable to Calastry Kumisamy to deliver on the completion of the work - which he did - the bill was already drawn up and dated and he signed it, without changing the date under pressure from Mr. Hall in the presence of his Office writers -

7. I beg to enclose copies of my memo; and Mr. Hall's reply regarding the road to Vamulapad. The former states the Contractor's claim, rates being entered from ranges data - Mr. Hall's difficulties were not mentioned by the Contractor - whose petition I enclose - E F G

8. I enclose also Mr. Hall's No 66. 9th June 1871. which gave cover to certain tenders from which I proposed to select Contractor. No agreement was ever made or submitted to me - H

I have the honor to be
Sir,
Your most Obed[t] Servant
J. Hobday Colonel R[E]
Supg Engineer 2nd D[n]

Proc. of the Madras Govt. No. 816 dated 16th Oct. 1871

No. 5004

From

The Chief Engineer

2nd Dist.

To

Secy to Govt.

P.W.D.

Madras

Dated 16 Oct. 1871.

Rec'd 23 — " — —.

Encls 8.

Submits further information on certain points referred to in Encl. No. 880 - 8 ultimo & furnishes certain documents regarding rates paid to the Contractors —

7 Dec. 1871 No. 3094

To

Mr Hall

Executive Engr

Nellore

No 128

Dated 29 Nov. 1871

Recd 6 Dec. 1871

Returned 23 Dec. 1871

No 3

Communicated to Mr Hall for such further explanations as he may have to offer in regard to paras 3 and 6.

Sd/ [illegible]

my Lr. 224 dated 8th November 1870 and 2. Enclosures) the Bill said to be signed and forwarded with Memo attached by Mr. Franklin. I have no recollection of ever to have seen the statement to which Sandal desires either Chard or Franklin should to affix the following statement by which it will be seen that by any arrangement of Mr Sandal as the quantity of stone per cubic yard Government would in the end be the gainer viz

for Carting 15 Paras per Mile c. p. = 3pi per para.
do 12. do do 3.1½ = 3⅜ do do
and all gravel used to be carted at 15 paras per Cubic yd at 3.1½ as per Agreement made in April 1871. Hence an increase of 1½ pi per Cubic yard on Stone per mile gave Government a profit of 1½ pi per Cubic yard per mile on all gravel And as the Stone was paid for per Para. there is no saving as 15 Paras 3 cent. 5 Dus and 12 paras cent of Dus

I spoke to Capt. Sandal & Lieut a last to understand that the Ag Judge Orderly Belmore would be good that he Lieut. refusing to sign the Certificate on the 31st March but he has quite forgotten to state the date he did so under pressure from me this totally

* Not received

dery" Said the Superintending Engineer enquired of the Office people when at Bagot on the 22nd Ultimo "Instead of only taking this Hand word" they would have Lieut. have moved to him that the Bill was signed by the Said Ag. Judge Border on the 31st March and also that Lieut. under pressure to anyone on any occasion the Said Ag Judge Orderly was pleased to place no dot than 9 named at Enclosed in the letter &c. dated 8th June 1871 that he sent direct to the Superintending Engr. I have since learnt that not one would come forward to verify the statements therein made at all and false Hence must be seen he is far from truthful in the Statements he marked.

Trusting this will be all sufficient to terminate this unpleasant dispute

I beg to remain
Sir
Your most humble & obedient
Servant

Jno Hall Lieut
D. P. W.

77

3014

The Government having fully considered the foregoing petition and of opinion that all the regulations submitted by Lieut. Hall with his Letter of the 4th ult. referred to the following for charges proposed by him, the Council find that the Allowances for Surveying Instruments, Chronometers &c. are fair and reasonable

Read 3 times
Read 3 times

Copy to Col. Order
No 3 dated 2nd Nov. 1770
Calling for explanation
to Lieut. Bob. of the 8th
from Asst. Engr. 2nd Dist.

Dr. Col. 2/11 Nov. 1794

Inc 2nd Nov/71 No 3 Pair

Sworn before me this 2nd day of Nov. 1771
Jno Ball. Sub Engr
& F. M.

Lt Carpendale Capt.
Asst to Col. D. Ph.
Madras

Lt 0129

2 Nov/71

1 That altho the Sub Engr's Progress Report for March announced the completion of the Police Station house at Tangella and the payment of money on account of work performed, it was discovered that on the 25th March materials were not brought to the spot and that it was not until the 28th of that month that the work was commenced

2. That the Hall had altered the equivalent of a cubic yard of broken stone from 15 to 12 parcels -

3 That the rates paid for gravel were extravagantly high -

In respect to the Tangella Station house it seems clear that the Hall wished it to be understood that the building was completed on 31st March, and that without actually having done so would be allowed the full expenditure on the building in that month of March -

There

There can be no
doubt that the building
was not completed
on 31st March - Mr.
Wall's explanation
is that his report
was based on information
received from the Overseer
in charge of the work
and that it was near
the end of the official
year the balance of
money due was paid
before inspection. The
Overseer denies that
he made any such
report. He states that
he declined to sign
the bill for the completion

of the work on 31st
March and that he
subsequently signed
it under pressure
from Mr Wall without
checking the data.
With reference to
the second charge
Mr. Wall explains
that in no instance
has he allowed less
than 15 yards of
gravel to be received
for a cubic yard,
but that he did not
think Coll. Vincent's
Circular which
fixed 15 yards as
the equivalent of a
Cubic yard had

Reference to broken
stone. It appears
to the Government
that Mr Hall must
have been aware of
the rule or the practice
that 15 panals of
broken stone were to
be considered as
equivalent to a cubic
yard; and it was
culpable of him re
=quiring Overseers to
calculate at the rate
of 12 panals per cubic
yard -

In

In connection
with the 5th charge
Coll Mobely adduces
the case of the Vana
louse Rd Roads (Road
in which the Contr
=actor on the strength
of the promise held
out by Mr Hall
claims one rupee
per Cubic yard for
gravel at which
rate he was actually
paid until June
last; although the
obstacles from the
Quarry is only a
mile and the materials
is really not worth the
mine

more than £ 3. 9
for carriage and
£ 1- 16 for excavation
Mr Wall explains
that the estimate
provides for the
higher rate and was
prepared before he
took charge, and
that the Agreement
which was entered
into for the execution
of the work at the
rates allowed in the
Estimate was for
warded to the Supt
Engr - Mr Wall

also states that altho
the item in question
may appear high
the Contractor not
only worked below
the rates allowed in
the Estimate for other
items, but also carried
out works that were
not included therein
Mr Wall's explana
tion that he was
compelled to have
the higher rate beca
it was in the agree
ment, and which
he attempts to sho
and the Supt Engr
approval, is value
beca

because the Difficulty
Engr had never ac-
cepted or sanctioned
the tenders referred to,
and as Mr Hall must
be held responsible
for having carelessly,
if from no worse
motive, squandered
public money in
that instance -

The Government
are not disposed to deal
severely with Mr Hall
on this present occasion,
and they are willing
to allow him a
further

further trial - He
will now be transferred
to the Tanjore Circle
and warned that
if he is not favorably
reported on as a
Range Officer after
the expiration of 12
months, he will be
reduced to the grade
of Overseer -

J.
Nov. 30th

35

To
Chief Engr 2 & 6 Circles 20
Controller Civil Accounts
Mr J. Hall

Recd 8/12/71

Memorandum for Orders.

In his letter of the 25th June 1871, No 52, the Superintending Engineer of the 2d Division preferred the following charge against Mr Hall, Sub Engineer in charge of No 4 Range of the Bellore District.

I. That although work carried out on Contract was entered at its proper value in the Bills submitted by the Overseers Mr Hall altered the amounts and paid higher rates.

Here does not seem to be sufficient grounds for censure or departure from duty by Mr Hall. I think it will be difficult to blame him for the particulars entered in this Memo. I warn him that his services will be dispensed with if he does not give satisfaction hereafter.

J

B/D

certainly in this sufficient evidence to warrant a criminal

II. That nearly all contracts for said work in the Range were given to a person who was formerly a foreachah under Mr Hall's orders, although the tenders of respectable landholders who offered to work at lower rates were rejected.

III. That Mr Hall compelled one of his Overseers by threats to enter in his accounts as received from the Contractor in question twenty per cent more material than had actually been supplied by counting 12 inches of 15 parahs of broken stone as equal to the cubic yard.

IV. That the impression in the Range is that the Contractor is merely Mr Hall's Agent and that Mr Hall himself is the ostensible Contractor.

V. That Mr Hall has confined his inspections to works in the neighbourhood of Angole, having only seven times gone to the Western Country within the past twelve months.

VI. That although the Sub-Engineer's Progress Report for March announced the completion of the Police Station house at Tangella and the payment of money on account of work performed

it was discovered that on the 23d March materials were not brought to the Spot and that it was not until the 28th of that month that the work was commenced.

2 The accompanying letter dated 17th August 1871 forwards, Cover to Mr. Hall's defence, with the Inspecting Engineer's remarks in juxtaposition.

3 With reference to the first of these charges Mr Hall states that an examination of the estimates submitted by his Overseers will show that work has been carried out at lower rates than the estimates allowed, and as regards the alteration of Bills he explains that as the Contractor, in the instance cited, declined to receive payment at any but the Contract rates he felt himself demanding the terms of the contract to allow those rates. The Bills were prepared by the Overseer at rates which he thought sufficient and was signed by the Supplier but under protest. Adverting to this explanation Col. Inglis duly adduces the case of the Vamalapad Pass Road on which the Contractor on the strength of the promise

promise held out by Mr. Hall. claiming one Rupee per Cubic yard for gravel at which rate he was actually paid until June last although the distance from the Quarry is only a mile and the material is really not worth more than Rs 3-9 for carriage and Rs 1-6 for excavation. Mr. Hall explains that the estimate provided for the higher rate and was prepared before he took charge, and that the agreement which was entered into for the execution of the work at the rates allowed in the estimate was forwarded to the Supt. Engineer. Mr. Hall also states that although the item in question may appear high, the Contractor not only worked below the rates allowed in the estimate for other items, but also carried out works that were not included therein. By Mr. Hall's explanation that he was compelled to pay the higher rate because it was in the Agreement, and which he attempted to show had the Supt. Engineer's approval; is valueless because the Supt. Engineer had never accepted or sanctioned the tenders referred to, and Mr. Hall must be held responsible for having

Carelessly. I from no more
motive squandered the public
money in that instance.

With regard to the
individual who has been
employed as Contractor
Mr Hall denies his having
ever been employed un-
der him as a Jemadah.
He adds that the man
worked under his prede-
cessor, Mr Sayce, as a
Contractor and that Mr.
Sayce recommended him
as being most trustworthy.
Col. Peabody remarks
that he may be mis-
taken as to the Contractor
having been a Jemadah
under Mr Hall, but that
the latter was particularly
warned against employing
any of Mr Sayce's agents.
Mr Hall does not admit
having received this warning

With reference to the
third charge Mr Hall ex-
plains that in no instance
has he allowed less than
15 parahs of travel to be
received for a Cubic
Yard, but that he did not
think Col. Wheeler's Cir-
cular which fixed 15 parahs
as the equivalent of a
Cubic Yard had reference
to broken stone. It ap-
pears to me that Mr Ha
cannot have been aware
of the rule or the practice
that 15 parahs of broken
stone were to be consider
as equivalent to a Cubic
Yard, and that it was c
liable of their neglect

Overseers to calculate at the rate of 12 annas per cubic yard.

Mr Hall denies the fourth charge and the Safety Engineer is not able to advance any proof in support of it.

With regard to his having neglected his inspection of work in the western part of his Range, Mr Hall urges that the area of the Range is more extensive than that of any other in the district. This the Safety Engineer admits but points out that there is very little of Bryatan and a great deal of Gneiss, while the condition of the roads near Bryale is by no means satisfactory.

In respect to the Jalla Station house it seems clear that Mr Hall wished it to be understood that the building was completed on 31st March, and without actually using these words he showed the full expenditure on the building in the month of March. There can be no doubt that the building was not completed on 31st March. Mr Hall's explanation is that his report was based on information received from the Overseer in charge of the work and as it was near the end of the Official year the balance of money due was paid before inspection

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the Overseer denies that he made any such report. He states that he declined to sign the bill for the completion of the work on 31st March and that he subsequently signed it under pressure from Mr Hall without changing the date. As Mr Hall does not satisfactorily explain this, his conduct must be considered most reprehensible.

A letter from Acting Ld Overseer T. Ramayar containing his denial of the report he is alleged to have made is attached.

No 14

Copy of 1871 Madras.

PUBLIC WORKS.

To The Superintending Engr
2nd & 4th Circle

Dated

Rcd.

Encl. 7

G. O. Nos. 1271, 1871, No. 1 Pub

Nos. 123 & 124

H. Cahill Esq. &c

I am directed by the Govt. of Madras to forward for your information and guidance a copy of the Government Order noted in the margin, on the subject of the Division