

- (1) Number of pages 44
(2) Date of repair 10-5-44
(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 833	Press
498-500	Mis.
Dated 21-3-	1841 .

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department
21st March 1871.

Read the following papers :—

- No. 498. From the Superintending Engineer, 3rd Division.
(Here enter No. 2,219, dated 3rd February 1871.)
- No. 499. From the same officer.
(Here enter No. 2,350, dated 15th February 1871.)

No. 500. ORDER THEREON, 21st March 1871, No. 833.

ESTABLISHMENT, No. 43.

In the first of the papers above read the Superintending Engineer of the 3rd Division brings to notice that Mr. Super-

visor Vardon had carried out work on the road from the Rampoor Pass to the Nundycanamah Ghaut, through the agency of a petty contractor, at rates much in excess of those for which it could have been executed.

2. The rates paid by Mr. Vardon were 2 Annas and 1½ Annas per cubic yard according to the nature of the soil, but Colonel Moberly points out that, if Mr. Vardon had contracted directly with the Wudders, the work could have been executed at 14 cubic yards per rupee in hard soil and 16 cubic yards per rupee in soft soil, and that the saving by this arrangement would have been Rupees 4,227. To this excess charge Lieutenant-Colonel Moberly adds Rupees 978 as having been unnecessarily laid out in carrying the road in a straight line through rock though a slight deviation would have lengthened the distance by only a few yards, and Rupees 267 which Mr. Vardon allowed the contractor as a per-centage for sundries, but which, in the opinion of the Superintending Engineer, is a very unusual charge. In explanation, Mr. Vardon alleges that as Wudders do not generally undertake work without advances, and as they cannot be compelled to complete it at the rates at which they stipulate to carry it out, he availed himself of the services of a contractor, and by doing so only acted in accordance with the orders of Government, which contemplated every encouragement being given to the system of contracts.

3. Mr. Vardon submits that Lieutenant-Colonel Moberly's calculations are altogether based on the rates at which a Wudder had stated he could have performed work that had been carried out departmentally by the agency of a contractor, and that in principle this is an unfair mode of arriving at any decision regarding the cost at which a work may be executed.

4. Lieutenant-Colonel Moberly reports that, in November last, Mr. Vardon informed him that he had check-measured the greater part of the work although he was unable to produce any measurement book, while in December, when, under the orders of the Superintending Engineer, the work was stopped, it was discovered that the Overseer's measurements were Rupees 1,468 in excess of the work which appeared to have been executed. Mr. Vardon explains that what he had stated to the Superintending Engineer in November was, that he had check-measured work performed up to June 1870 when only Rupees 3,917 had been spent on earthwork.

5. A consideration of these papers, in conjunction with those recorded in G. O., No. 3,041, dated 15th December 1870, affords abundant proof that Mr. Vardon

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*Proceedings of the Madras Government, Public Works Department,
21st March 1871.*

has neglected to exercise the effective supervision over the proceedings of his subordinates which is expected of him as a Range Officer. He admits having contented himself on each inspection of the work in progress on the road from the Rampoor Pass to the Nundycanamah Ghaut with ascertaining that a certain quantity of work had been carried out since the date of last inspection, but he appears to have taken no trouble to examine the Overseer's book of measurements, and seems to have delayed check measurements until the lapse of such a length of time as rendered such measurements totally unreliable, and thus afforded the Overseer a plea of which he has taken advantage. The Government are greatly dissatisfied with Mr. Vardon's conduct, but seeing that he is accused of nothing more than an error of judgment and carelessness, and that the transactions now brought to notice had their occurrence anterior to the date of the orders above quoted in which Mr. Vardon was warned that similar conduct would for the future be severely noticed, His Excellency the Governor in Council will not on this occasion carry into effect that resolution, but resolves to direct that the displeasure of Government be communicated to Mr. Vardon, and that he be reminded of the warning he has already received.

(True Extract.)

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

To the Superintending Engineer, 3rd Division.

Exd. S. T. Augustin.

[illegible]

5

M. H. O. G.

D. Inones are my better friends
over the Red mountains
Vindicta

W. H. O. G.

orders

P. W. D.
Copy of a Circular by the Superintending Engineer 3rd Division, No 89 dated 8 April 1869 published in the District Gazette.

Order Books of Overseers. &c.

The Superintending Engineer 3rd Division requests all Officers &c. in charge of Ranges to see that all orders or instructions are invariably given in writing either by letter or else by writing the same in a book - this latter plan should be adopted as the general rule.

Every subordinate member of the Department, whether Overseer or Maistry, should be made to carry a book, and any orders given or replies to questions with the questions themselves should be entered in the book and duly initialed. If written in pencil, the first opportunity should be taken to have it put in ink.

The Superintending Engineer will never accept as an excuse for any wrong doing, that such was agreeable to verbal orders

orders, and informs that any person receiving a verbal order and not getting it written into his book will be held responsible.

Signed
A. S. Meeker, Lt. Col.
Superintending Engineer
3rd Div.

"True Copy"

A. S. Meeker, Lt. Col.
Superintending Engineer
3rd Div.

3rd Div.
Enclosure to Order
dated Dec 29 1869
3rd Div.
Jan 1870

Off 553/71

Resd
E

The Superintending Engineer
3rd Division

Respected Sir,

With reference to the report made of me, by the officer in charge of Vandalia Range, of having overspent the contractor the sum of No 714-14-4 in hard soil and No 753-4-8 in soft soil making a total sum of No 1467-14-8, I beg to state as follows:-

1. The road works in question was commenced on the 6th November 1869 and the Range Officer inspected the works on the 20th of the same month, when he issued stringent orders that the sides and bottom of the side and road limit channels should be so smooth that it should look as if it had been plastered to which the contractor objected and stated that if he were to do the work as directed by the Range Officer the works would not have a rapid progress and will involve extra expense to them and thereby put them to a loss to which the Range Officer told the contractor that if he would do the work as directed by him he will give him (the contractor) the full breadth and depth and orders me to take the measurements accordingly; to satisfy yourself I humbly beg you will kindly send for the contractor and ask him verbally or in writing about this when you will know the validity of my statement; and so in obedience to his orders I inspected the works on the 29th of the same month (9 days after Range Officer in-

Persons have received
stringent orders from
a Range Officer to
in which all orders
might be seen after
have been directed and
as a result of the
side of the road
89 48 1/2 feet long
1/2 mile

just my initials to a book the person

spection and orders about the channels) when finding the work not executed according to the Range Officers instructions I ordered the whole of the channels to be trimmed and remarked the same in my diary for that month which I humbly beg you will kindly refer.

2. The Range Officer came into my Salog after the first payment on the 21st December/69 when as in duty bound he examined my Cash book and balance as well as my measurement book and in the same manner every time he came into my Salog he examined my Cash and receipt books as well as the measurements and did not up to this hour raise objections about the breadth and depth in my measurements of the side and road limit in channels and now denies having given any such orders which of course caused a deficiency of 2 yds in hard soil and 2 yds in soft soil; it is not a work of small value and if he had not given the orders I never could have done it so badly on my own responsibility.

3. If he had not given me the order above quoted why did he not on inspection of my books at once order me to discontinue the allowing of full line and the road depth for the side and road limit channels and to get the extra work already done for refunded by the contractor?

4. The Road limit channels are excavated from the commencement to the 22nd mile; the Range Officer allows up to 12th mile only and disallows for the remaining 10 miles on the plea that there are many breaks here and there; but

he should allow as much as is exacted in scale books, as his measurement is supposed to show the quantity of work executed in scale miles; and which accounts for an additional deficiency in the works; I therefore show here a statement showing the manner in which I account for the deficiency as below.

Measurements as ordered to be taken by the Range Officers and entered in contents					Measurements now shown by Range Officer and entered in contents					Difference		Money difference		Remarks
Range Officer's length	by breadth	by depth	Hard soil	Soft soil	Length	by breadth	by depth	Hard soil	Soft soil	Hard soil	Soft soil	Hard soil	Soft soil	
												No as to	No as to	
24313	6	9	109408 1/2	"	24313	6	6	72939	"	36469 1/2				
60674	6	1 1/2	546066	"	60674	5	1 1/2	455055	"	91011				
23294	6	1 1/2	"	209646	23294	5	1 1/2	"	174705	"	34941			
51450	6	1 1/2	463050	"	51450	4 1/2	1 1/2	2317287	"	115763				
38438	6	1 1/2	"	345942	38438	4 1/2	1 1/2	"	259456	"	86486			
99265	3	1 1/2	14889 1/2	"	99265	2 1/2	1 1/2	124081	"	24816				
14509 1/2	3	1 1/2	21168 1/2	"						21763 1/2				
208804	3	1 1/2	"	31320						51320				
Total C. paid										289823	152747			
Total C. paid										107345 1/2	5657 1/2	1341	12 4	471 7

5. For the deficiency of 1543 1/2 yds in the cuttings and earth pits I humbly beg to state that the pits were dug some months back which have been filled up by the heavy rains that fell this year and for the difference in the depths of the cuttings I beg to say that by the late rains the edges had been washed away and the Range Officer while measuring had the tape held at the edges and took the depths in the centre, partly by the washing away of the edges and partly by the bend of the tape on account of the weight, caused the difference in heights and as for

For the deficiency of 1543 1/2 yds in the cuttings and earth pits I humbly beg to state that the pits were dug some months back which have been filled up by the heavy rains that fell this year and for the difference in the depths of the cuttings I beg to say that by the late rains the edges had been washed away and the Range Officer while measuring had the tape held at the edges and took the depths in the centre, partly by the washing away of the edges and partly by the bend of the tape on account of the weight, caused the difference in heights and as for

some of the cuttings which are exhibited in my
measurements and not shown in the Range
Officers measurements I beg to state that they have
been executed some months back and so I was
not able to point them out to the Range Officers on
account of the thick grass on the road.

6. There had been great misunderstanding
between myself and the Range Officers for the last
three months and as in his anger against me
at Gargolapally, he, publicly, in the presence of
B. Moorogal Ahirud, the Range Head Accountant
and some others whom I could not represent
recollect told me, either to resign my post and go
away and get myself transferred to another Range,
lest he will try his best and get me dismissed; or
there is no other way to fulfill his object, he now
flatly denies having given an order which he has done.

7. To give full particulars of the misunderstanding
between myself and the Range Officers on account of
the dangerous and degrading words which he made
use of during my absence; and as a minor cause
of the cause of the misunderstanding
I humbly beg herein to enclose copy of a Tamil
note which I received from the Range 3^d Accountant
Balakrishna Mudry the meaning of which is as
follows: "It will be very charitable if you would
kindly give me what I asked you for going to
Kallapoor; Officers told me to-day also; I have
nothing important to write."

8. When I went to Kurnool for medical aid, the
Range Officers in the presence of low people stated
that I have stolen 4000 Rs from government and

and ran away into the Nizams territory¹³ telling
at the same time that he will shoot me if I appear
before him and do not care what befalls him (Range
Officers) afterwards: he stated all these before my
brother also at Buncyampally; and on my asking
him about this at Koilguntla after my arrival,
he said he did use all these words and called me any-
thing but a gentleman and if I liked I could go to the

High Court or any where else.

9. If there had been any difference in the govern-
ment works, he should only report me to higher
authorities and not use inhumanly and danger-
ous words such as shooting and so on, which
clearly shows that he used these words more from the
private misunderstanding than on account of
the difference in government works; under these
circumstances I beg to inform you that I am
quite blameless.

10. In conclusion I beg to bring into your favorable
consideration that I am afraid of being brought
into any trouble in case of my staying any longer
in this Range and so earnestly beg of you, as a favor,
that you will kindly transfer me to any other
Range in this or Bellary District.

Camp Ittallate
25th June 1872

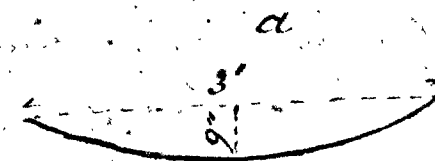
I beg to remain
Respected Sir
Your most Obedt Servt
Thevar
Deputy Revenue Officer
Koilguntla

initial to a book the figures of

To The Superintending Engineer
3rd Division

In forwarding on for your consideration original letter of Dr. A. B. Moore, written to Chetty on 5th of 25th January 1871, I beg to remark as follows:

2. With reference to para 1 of his letter I beg to state that I never gave such an order as that mentioned by the Orator, if I had perceived B. Moonoswamy Chetty would have taken every precaution to have the same given to him in writing, as it was approved by all principals of Geometry; the only orders I gave were that care should be taken to give the side channels the form of a segment of a circle, as you liked that form; and section a



3 In the second para he states that every time I came into his Library I examined his measurement book, ^{to} this I beg to state that if I had done so my initials would appear on the face of the book, as all other books examined by me are duly initialed, in token of having examined each book, but my initials are nowhere to be found on his measurement book, and I would never put my initials to a book the figure of

[illegible]

Wm. Henry Lawrence
Kent's Green Hall,

5

Dr. J. H. Longman
3rd Avenue

3rd Denial

100-25

Wm. J. Davis

1947

Adverse against Dan

not a passing sentiment.

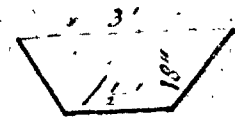
new by the same officers

was fired by you R. fire on the 21st November,
1890, for not inking in the figures, talking
about his measurement book, if you will
kindly excuse it, you will find no particu-
-lars in it, as to what item is wanting
- what are earth pits, or where the work
has been done, so that it is quite impossible
for the Overseer himself to identify his
measurements, and I had not the slightest
idea that he was allowing extra breadths
and depths in his measurements, all
that I did when I was in his Survey
was to see that a certain quantity
of work had been done since my last
inspection and that he kept a Measure-
ment book.

4 To para 3 of his letter I beg to repeat
again that I never did examine each
item in his Measurement book, if
I had done so I would have initialled it.

5 The Overseer states in para 4 that
I have omitted the road limit channels
for 10 miles, I have done so, as there
are many breaks, and the work has
not been done well, there is no fault
of mine, and even allowing I had included
these small channels which have
been dug here and there, still it would
not help the Overseer much for the
largest item of deficiency is where he
has allowed 3 feet as breadth and 9" depth
for the road limit channels, instead of allowing
only 6" depth, and in the case of the side
channels he has allowed 3 feet breadth
instead of 18 inches or 2 1/2 feet and

It was the only
to answer the
book, and I
to the book.



2 1/2 feet respectively, and in the height
of cuttings, and depths of earth pits
is also a large increase, it is in these
particulars that the large deficiency
of about 14000 c. yds chiefly exists, and
which the Overseer tries to get over by
saying I had given the Petty Contractor
verbal orders, when the Code and
one of your Circulars provides always
to have written authority regarding work
and money transactions.

6 With reference to para 5 of his letter
I beg to state that in the earth pits I have
allowed in most cases the depths he has
allowed, it is only in the large cuttings
that I have allowed less depths than
he has, for the Overseer instead of taking
the average depth of a cutting, takes away
the full height, and to say that the edges
have been washed away and the top was
best is quite inaccurate, for if I had
allowed less than the actual heights in
cuttings, all that he had to do was to tell
me that he objected to my measurements
and that he had asked me to bring it to
your notice, the Overseer brought it to
the time I took me to see him.

7 In para 6 of his letter the Overseer tries very
hard to make it appear that up to
within the last three months we were on
friendly terms, but that since the last
three months "great misunderstanding"
exists between us, what he means
I am really at a loss to know, regarding
the affair at Fagerlappully, I simply
reprimanded him for laziness and

the day it will be my duty to report
him and have him removed from the
Department; if I had said more than this
why did he not at once explain
against me to you; why should he wait
three months and now bring it to your
notice? When he met you at Balaor
on 18th November 1870 and again at
Kolpoottah on 22nd January 1871,
surely he could have on these occasions
brought to your notice that some "great
misunderstanding" exists between
us, he need not have waited till I
had made a report against him, and then
say it is all owing to a "misunderstanding";
or he could have addressed a letter to you,
the moment the "misunderstanding"
began -

8 - With reference to para 8 of his letter
I beg to state that I told his brother that
it looks suspicious his going away to
Kurnool just at the time the Superin-
tending Engineer is coming to his Takoff,
but I do not remember using any abusive
language in his absence, if
I have done so, and he is able to prove it,
he may do so.

I remain

Sir

Your most obedient servant

Caup Boplamoodmoo
26th January 1871

G. W. Menden
Superintendent

It will be my duty to report
and have been removed from the
No. 2219. 1. I had said those than that

No. 2219. Superintending Engineer's Office. 19
3rd Division.
Bellary 3rd February 1870.

From,
The Superintending Engineer
3rd Division.

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

Enclosures.
-5-

From
Superior in charge
Mundial Range
To The Superintending
3rd Division

Dated 26th January 1870
Recd
P/H 553/71

No. 15 of 1870-71
Remarks on the defence
made by Messrs B-
Hodgkinson & Co. to
certain charges pro-
ferred against him

Sir,
In continuation of my letter of 17/12/70,
I have the honor to
inform you that perhaps the Superintending
Engineer had given out the work on the
road from Rampoor Pass to the Petty
Indyanmanna Ghant to the Petty
contractor, without any Bond at the
estimated rates, without having invited
tenders, or made any attempt to get the
work done at a cheaper rate, and also
was allowing the petty contractor 3%
on all payments, I gave orders to stop
the work and to invite tenders in the
Mundial District Gazette. A notice
was

was published accordingly in the Dis-
trict Gazette, and the tenders were received
and opened by Mr. Vardon at a public
on 10 January 1871: as however I had
written and told him that I would
be at the western end of this road in
his Range or, or about the 16th mile
and directed him to meet me there
on that date with all the measurements,
accounts &c of the road, no decision
was come to by him as to accepting
tenders, which were laid before me
for my consideration.

2. The Estimate put in by Messrs
and 13 annas per cubic yard, according
to the nature of the soil, and was
supposed to cover not only the excavation
of the channels, but also the forma-
tion of the earth work for the road
and the putting up the surplus spoil
in neat banks; but on my inspection
on the 17th and 18th, I found that the earth
had been merely taken out of the channels
and heaped up just outside in the case
of side hill roads on the upper inclined

of the lower side; so that when rain
comes on, it will be simply washed
in again - and fresh pits were dug
outside the channels for earth for
filling in hollows, leveling Roadway
&c &c.

3. I declined to accept any of the
tenders and directed Mr. Vardon to
engage from the Waddars themselves
as to the rate at which they would
execute the earthwork. Their reply was
14 cubic yards per Rupee in hard
soil and 16 cubic yards per Rupee
in soft soil, thus showing a saving
of 10² and 11 pices per cubic yard
respectively for hard and soft soil.

4. In November last Mr. Supervisor
Vardon came to understand that he
had checked and measured the greater part
of the work, though he could not show
any check measurement book, admit-
ting that he had not kept one. In
December, after I had stopped the
work until tenders could be invited,
Mr.

Mr. Tardieu took which measurements
of the whole world, and found that the
Quebec measurements were in excess
by 5719 cubic yards in hard soil and
9036½ cubic yards in soft soil, which
at the rates of 2 and 1½ annas gives Ru-
pees 714:14:0 and Rupees 733:0:0 re-
spectively, for a total of Rs 1447:14:0.
To this, however, must be added 3½ c.
Rs 44:0:0 which Mr. Gordon gave for
quadrants, making a total over payment
of Rupees 1311:15:3.

5. This includes the quantity of earth work which had been taken out from pits, and used for filling hollows &c, instead of using what had been taken out of the channels: this quantity is 1092 1/2 cubic yards at 2 annas, and 215 cubic yards at 13 annas or about Rupees 136.5 in value, after deducting the 3% for sundries.

6. The above has reference, ^{to the Commission} whose explanation with Mr. Kerolou's remarks are herewith forwarded.

of I now turn to the less considered

Aug. Mr. Barclay having given out ²³
the work at the Estimate rates with-
out taking care that all the work
proposed to be done as included in
the rates was carried out.

8. From a return of work done up
to December 1870, the payments are
as follows:—

66380 1/2 (C. yard of earth worth 2:0 per C. yard) } 7547:9:0.

26000 ————— (a c : 1 : 4 — do — 2200 : 0 : 0.
 30976 1/2 Sq. Yd. of Landfilling paid (a c : 0 : 2 per }
 Sq. Yd. ————— } 3226 : 10 : 9.

77.54	—	—	—	—	(200:100—do—	605:0:0.
226.344	—	—	—	—	(200:1—do—	1178:14:0
						14758:1:9.

Landhuis @ 3% — 442:11:10.

Scal. 15200:13:7.

If Mr Vardon had taken the trouble to get the work done cheaply and had contracted direct with the Whidders at the rates mentioned in para 3, the cost of the above mentioned work would have been as follows:—

60.380 1/2

[illegible]

lengthened the road by a few yards. 4.
10. Even in the purchase of ground Mr.
Aurden has allowed 3% for Sundries and
besides the Sundries entered in para. 2 for
cart work, he has paid away Rs 266:13:5.

11 In making a summary of the above, values occasioned by Mr. Barclay's, I calculate as follows:-

Loss on Earth work as per para. 8.	1,227:6:7.
— " — " Rock cutting — " — " — " 9.	978:0:0.
— " — " Amalgam — " — " — " 10.	266:13:5.
	5,472:4:0.

12 From the above Government can
see in what a very negligent manner
Mr. Carter carries on his duties, and so
ventures the same for the orders of
Government.

Your most ob't servant

A. A. Berg *Lieut. Col. R.E.*
Superintending Engineer
3^d Division.

A B. Copy of this letter has been forwarded to
Mr. Gordon for any remarks he may wish to
offer.

N. 810. Municipal Engineering Office
 10th February 1871

The Superintending Engineer
 3rd Division
 Sir,
 Having been called upon
 to attend your office in your
 letter of 5th February 1871 to the Secretary
 to Government, Public Works Department,
 I beg to state as follows.
 I have referred to several of your letters
 I beg to state that the work on the Road
 from the Pampas Pass to the Mandi
 which was done by the Petty
 Contractor without a Road, because the
 dimensions and size of the road, but was
 found after a certain quantity of work
 had been executed by him, and in the
 place of G. O. No. 1983 of 15th July 1865 rules
 that Superintending Engineers are
 empowered with the power of returning
 in the Contract for the execution of
 Public Works; about not having invited
 tenders for this work, I beg to state that
 the Mandi place is the Mandi,

No. 18th 1871
 From,
 The Superintending Engineer
 3rd Division.

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

No. 2219
 Dated 10th February 1871

Remaining for order
 The Superintending Engineer
 3rd Division
 Dated 10th February 1871
 No. 1833-21st March 1871

it is not an easy matter to get a
respectable or intelligent body of men to
come forward as contractors, this was
clearly proved on the 9th of January 1891
when the Tenders for the Thompson's
Road were publicly opened by Sir
Stansfeld, some of the Tenders had been
not in the proper form & were drawn by
him in the District Gazette, and the larger
part of the men had not the slightest idea
of the nature of the work for which they
had sent in Tenders, from the confusion
way the particulars of each item of work
had been entered by them, and the great
difference in the rates entered, and the
consequences would have been that if the
lowest Tender had been accepted and the
man was told to do the work, he would
very likely shrink away when he found
that it would not be his business with the
Tender he had made, and he would have
been on this work. I beg to state that I do not
allow this on every work and say I disagree,
but this being a large work, the Policy com-
missioner had to provide himself with
ropes to bind out the work as well as
logs, provide the Tenders with baskets

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to repair all the Government Roads & to
bind for this work and purchasing baskets
for the Roads; if this work had been carried
out departmentally all these items would
have appeared in the accounts under
the head of Contingencies with reference to
having been an attempt to get the work
done at as cheap a rate as I beg to state
that I shall consider this part when I
reply to para 8 of your letter.

3. With reference to para 2 I beg to state
that the Specification accompanied the
Thompson's Road & Road Estimate to show
that the rates for earth work viz 2 Annas
and 1/2 Annas per cubic yard were supposed to
cover the excavation of the side channels,
as well as the formation of the earth work
for the road, and the putting up the surplus
mud in great banks; the Detail Estimate
shows so many items for excavating side
channels, and so many items for cutting
and banking when necessary; and
in some places the earth got from the
side channels might have sufficed for
filling in hollows, whilst at others it
was necessary to excavate spots by the
side of the road to fill up the hollows.
4. With reference to para 1 I beg to state

The original estimate
for the work was small
but as the work was
carried out in a
different manner
the estimate was
increased to the
amount of 1/2 Annas
per cubic yard
and 1/2 Annas per
cubic yard for
excavating side
channels and
cutting and
banking when
necessary.

That in November last it states that it
has already measured the work done in this
Road up to the date of my last inspection
in June 1870, up to which date P. 977-24
was spent on said work, but up to and
1 November 1870 P. 977-9 ^{had been spent on said work} and on being
inspecting in November all the work done
up to date, then finding the Commission's
measurements were correct.

5 With reference to para 8. They insist that we are to make work without receiving an advance, and Government have frequently ruled that the only way to stop the system of advances is to give the work out contract, and that they are prepared to allow higher rates to bring forward Contractors to work without advances, Consequently the Punjab P.W. Board work was given to a P.W. Contractor, who would not work, unless he gained some advantage by it, and although a Member told me that he would do 14 cys. per Rusper in hard soil and 6 cys. per Rusper in soft soil, still it is a question how long he would work at these rates, and there is nothing to compel him to work.

when he finds the work does not pay
him, and I respectfully beg to state
therefore that I fail to see how I
have occasioned a loss of Puples 4227-6-7
to the State, and I beg to give an example,
a work is carried out (despatched) at
and cost Puples 15200-13-7; Some
months after a Contractor is asked for
how much he could have done this work,
he gives lower rates and says he could
have done it for Puples 10975-7-6, on this
the owner or State Officer may be
charged for allowing the State to suffer
a loss of Puples 4227-6-7, although they
produce accounts to show that the work
has actually cost Puples 15200-13-7.

6th With reference to para 9 They testify
that the road near the Panther and Hill
was carried out according to the Survey
along the ^{side of} ~~side of~~ it, and it was necessary
to cut down the rock to get a good
gradient; if the line had deviated

the from the instructions Survey, that
the rock cutting would have been increased,
but the extra cost for the maintenance
of the longer line would in a few years
be equal the cost of the straight line, and
so I followed the Conciliatory Survey.
The Conclusion I respectfully beg
that Government will be pleased to
transfer my services to another
division, in order that I may regain
the character of a private gentleman
and not the public servant for the last 15 years
of being a hard-working Public
Servant.

Very respectfully
Your most Obedient Servant
G. A. Vardon Esq. M.A. 20th.

No. 2350.
Submitted to Government with reference
to this Office on 15th Feb. 1873.
Believed
15th Feb. 1873
W. A. C. Esq. Secy. to Govt.
C. P. Esq. Secy. to Govt.

the from the instructions Survey, that
the rock cutting would have been finished,

Per 13 July '65 of 315-316
" 25 March 1871 of 833

Left
Sproy for M. G. 1871
From No. 728.

the Subby Camp?

to J. K. 1871

to the Govt. Government
in 1871 Public Works
to be done

No. 2550.

Left 15th } February 1871
Arrived 17th }

No. 833-21 March 1871

Submits Mr. Vardan
to the Govt. Government
in reference to a report
made by him in
the Superintendent Engineer
in connection with the
works on the Road from
the Government
to the District

Ch 499

to 25 March 1871

MS.

Public Works Department
No. 833

Proceedings of the Madras Government

Under date the 21 March 1871

Read the following

From the Superintendent Engineer 3rd Div. No. 2219 of 8th February 1871

From the Superintendent Engineer 3rd Div. No. 2350 of 15th March 1871

I hope this is better
suggesting any better
It is another proof that
constant supervision is
 requisite & reflected work
to work in proper by competent
superior authority. Any of
hope is in the District Engineer

In the first of the
papers above read the
Super Engineer of the 3rd
Division brings to notice
that Mr. Supervisor Vardan
had carried out work on
the Road from the Rannam
Pass to the Mundaycanam
ghat, through the Agency
of a fully Contractor at
rates much in excess of
those for which it could
have been executed.

The rates paid by
Mr. Vardan were also in

1 1/3 cu per cubic yard according
to the value of the soil
but had no early special
estimate of Mr. Tardou
for special of speciality
with the intention the
work could have been
excepted at the cubic yards
per cubic yard of soil
and the cubic yards per
cubic yard of soil, and
that the saving by this
arrangement would have
been \$22.75. So this
excess charge of \$22.75
being added to \$978.20
having been necessary
laid out in carrying the
road in a straight line
through rock though a slight devi-
ation would have lengthened
the distance by only a few
yards, and \$22.75 which
is

3 10 11
Mr. Tardou allowed the
Contractor as a percentage
for services but which was
in the opinion of the
Super Engineer is a very
unusual charge. In an
explanation Mr. Tardou
alleges that no writer
did not generally under-
take work without
advance and as they
cannot be compelled he
to complete it at the
rate at which they stipu-
late to carry it out, he
he availed himself of
the services of a Con-
tractor and by doing so
only acted in accordance
with the orders of Govt, of
which contemplated every
encouragement being
given

given to the system of
contracts.

Mr. Tardow submits
that Lieut. Col. Moberly's
calculations are altogether
based on the water at
which a witness had
stated he could have
performed work that
had been carried out
by the agency of a Contractor
departmentally, and that
in principle this is an
unfair mode of arriving
at any decision regarding
the cost at which a work
may be executed.

Lieut. Col. Moberly
reports that in November
last, Mr. Tardow informed
him that he had check
measured the greater part
of the work although he

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was unable to produce
any measurements book,
while in December when
under the orders of the
Supr. Engineer the work
was stopped, it was
discovered that the former's
measurements were Rs 1468
in excess of work which
appeared to have been
executed. Mr. Tardow
explains that what he
had stated to the Supr.
Engineer in November
was that he had check
measured work per-
formed up to June 1870,
when only Rs 3917 had
been spent on earth work.

A consideration of
these papers in conjunction
with those recorded in

in L. O. No. 3041 dated 15th
Decr/90 affords abundant
proof that Mr. Varlow
has neglected to exercise
the effective supervision
over the proceedings of his
subordinates which is
expected of him as a
Range Officer. He admits
having contented himself
on each inspection of the
work in progress on the
road from the Pompoor
Paso to the Muncycanah
ghant with ascertaining
that a certain quantity of
work had been carried
out since the date of last
inspection but he appears
to have taken no trouble
to examine the Oversee's
book

book of measurements and
seems to have delayed check
measurements until the
lapae of such a length of
time as rendered such
measurements totally un-
reliable, and thus afforded
the Overseer a plea of
which he has taken
advantage. The Government
are greatly dissatisfied
with Mr. Varlow's conduct,
but seeing that he is
accused of nothing more
than an error of judgment
and carelessness, and that
the transactions now
brought to notice had
their occurrence anterior
to the date of the orders
above quoted in which
Mr. Varlow was warned
that

that similar conduct
would for the future
be severely noticed.
His Excellency the
Governor in Council
will not on this occa-
sion carry into effect
that resolution but
resolves to direct that
the displeasure of Govt.
be communicated to
Mr. Vardaw, and that
he be reminded of the
warning he has already
received.

Recd. by Mr. Vardaw
date 4.11.71

Ans.

To
The Sup^r Court 3^d Divⁿ
Doct^r 22 March 71

6 28 Feb 71 A 2 to travel

2/5/50
Govt. of Madras.

PUBLIC WORKS.

The Superintending Engr
3rd Division

Printed

Reed.

Encl. 3

G. O. 21 March 71. No. 838

No. 498 (C 570)

Mr. Vardan. Paping.

The letter from the

of the 4th 1871 bringing
to notice the negligence in
Mr. Vardan & others
large payments that have
been made by him
for work carried out on
the land from the Sampoor
to the Gundj Cannals.