

(1) Number of pages _____

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(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works **DEPARTMENT.**

G.O. No.	2274	Press
358-359		Mis.
Dated	25-9-	1872.

Not to be folded or roughly handled

1

*Proceedings of the Madras Government, Public Works Department,
25th September 1872.*

No. 358. Read the following letter from the Officiating Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary, 25th June 1872, No. 690:—

I HAVE the honour to forward, for the orders of Government, the enclosed letter No. 112, dated 7th May 1872, in original, from Mr. W. Fraser, C. E., Executive Engineer of Bellary, regarding certain claims for compensation from one Lutchmana Moodeliar, a Contractor for timber-work for the (1) European Female Hospital, (2) Civil and Sessions Court-house, and (3) Royal Horse Artillery Guard-room, respectively, at Bellary.

2. To give a better insight into this matter, I shall enter into the history of each building as given above, so far as concerns the question of compensation.

European Female Hospital.—The original design for this building was agreeably to the Standard Plan (see G. O. No. 1,578, dated 13th May 1869,) which

G. O., No. 3,844, dated 7th December 1869.	provided for an upper storey; the
" " 895, " 30th March 1870.	estimate amount was Rupees 60,450.
" " 1,536, " 24th June "	The orders marginally noted will explain the cause of alterations in the

design which reduced the estimate to Rupees 38,000.

3. From the Progress Report I find that the work was commenced in the month (May 1869) in which it was sanctioned, and a contract for the wood-work for both lower and upper storey was entered into in August of that year; upwards of four months after (that is in January 1870) it was intimated to the contractors, on the receipt of G. O. No. 3,844 of December 1869, that the design was being altered, and they were not to proceed with the timber-work of the upper storey. It was quite possible for the contractor to have prepared the timber-work between the date of the bond and the date of notice of alteration, as all the work was made up at Madras under the supervision of one or other of the contractors, and time was of value to them as they are Bellary people and consequently have other work of their own to attend to.

4. It, however, does not appear clear to me why the order (see C. under paragraph 3), not to go on with the lower storey joists, was issued only on the 17th March 1870, and the object of the issue of this order, and under what circumstances the scantlings of timber had been altered, although better scantlings had been given.

5. It must be admitted that contractors would be much hampered if they enter into contracts for certain work, and when it is well in hand to find their work stopped or alterations made. It is particularly so in the case of timber contracts, for the smallest alteration would in most cases cause heavy loss if timber has already been prepared.

6. I therefore beg to recommend that the claims for compensation be admitted, and that the timber on the hands of the contractor be taken up on valuation, as the same can be utilized as required and charged to works on which used. The total amount for this is Rupees 1,808 (*i. e.*, Rupees 1,074 compensation, and Rupees 734 value of timber to be brought on to stock.)

W. Fraser

Civil and Sessions Court-house.—This work has been completed at a cost of Rupees 46,020—G. O. No. 799, dated 10th March 1866, and G. O. No. 1,840, dated 2nd August 1870, are the orders sanctioning the above expenditure.

8. No authority appears in this office for the omission of the ridge ventilator referred to, but it doubtless was decided not to provide such in personal consultation with Colonel Moberly, and from what I see the omission seems rather to improve the appearance of the building, and ventilation is otherwise amply provided for.

9. However, taking the above in conjunction with what Mr. Fraser says in paragraph 4 marked F. and G., there seems some irregularity in Colonel Palmer's proceedings which, had he been here, would doubtless have called for very full explanation, as his action is not supported by record in this office which might show that Colonel Moberly recognized these intentions.

10. It may perhaps be necessary for me to here explain that such items as "putting up charges" are admitted in connection with timber-work, for it is not always that when a contractor undertakes to supply the wood-work, for instance, of a roof, he also undertakes to fix the same. It has been usual to allow a sum of 8 Annas per cubic foot for such work, and this sum comes out of the estimate rate for the timber.

11. It will be seen from (see H) what Mr. Fraser says, that Colonel Palmer did actually promise to compensate the contractor from the amount saved by the deviation from original plan referred to in paragraph 8 above. The contractor is not blameable, for it was natural enough he would take all he could get to recoup the loss he sustained in having to alter the scantlings of the wood-work as stated by Mr. Fraser.

12. The claim on this head is Rupees 102 for compensation, which I would recommend to be paid to Lutchmana Moodeliar.

13. *Guard-room for the Royal Horse Artillery, Bellary.*—G. O. No. 2,355, dated 19th July 1869, is the order sanctioning this work on an estimate amounting to Rupees 16,560.

14. The particulars referring to this work are very similar to those of the Court-house, with the exception that the contractor could not be compensated on savings effected under other heads. The claim for compensation recommended is Rupees 201, which I trust may also be sanctioned.

15. The aggregate of the estimates of the above three works is Rupees 1,00,580. The amount proposed to be given as compensation is Rupees 2,111, which gives a per-centage of about 2.09, which is so trifling, that had the estimates been actually exceeded by it, it would have been quite within the province of the Controller of Public Works Accounts to make the necessary adjustments, but the circumstances connected with these works compel me to obtain the orders of Government on such indirect claims which have only recently been brought officially to notice.

16. From Colonel Moberly's remark in the margin opposite to paragraph 1 of Mr. Fraser's letter, Government will observe that from personal information that officer was aware of the losses the contractor had, and was sustaining by the

alterations referred to; but no official action appears to have been taken beyond what Colonel Moberly himself says. It must also be apparent that Mr. Fraser must have been aware of the state of affairs shortly after he took charge of the Bellary Range, and I regret that he should not have represented matters clearly and officially previous to Colonel Moberly's departure to Europe, as the records before him and personal acquaintance with the various circumstances would have enabled that officer perhaps more satisfactorily to clear up this matter. It is time that Colonel Moberly did receive Mr. Fraser's report in question before he had made over charge, but time did not suffice for the collection of all the information required to then put the case as clearly as possible before Government.

17. With his letter No. 188, dated 14th June 1872, Mr. Fraser forwards a letter from the contractor in which the man expresses his willingness to accept the sum of Rupees 2,111, which Mr. Fraser, after entering into all the details of the man's claims, has set down as the amount fairly due for the losses sustained.

No. 359.

ORDER THEREON, 25th September 1872, No. 2,274.

MILITARY WORKS, No. 12.

His Excellency the Governor in Council observes that the plan of the European Female Hospital in Bellary,

the modification of which gave rise to the claims under consideration in the foregoing papers, was sanctioned in May 1869, the contracts for the supply of timber being signed in the following August; that the officer in charge of the works notified to the contractors the proposed change of design in January 1870, and ordered further modifications in March of the same year. There being, as now appears, reason to believe that the wood-work had been prepared in accordance with the original design prior to the receipt of instructions modifying the scantling, His Excellency resolves to sanction the compensation and transfers to stock proposed by the Superintending Engineer, who will at once make the necessary adjustments in the accounts, submitting revised estimates if necessary.

2. His Excellency observes that the necessity for adjusting these claims ought to have been perfectly apparent to the Superintending Engineer of the Division at the time of the submission of the revised estimates, which were sanctioned in G. O. No. 1,536, dated 24th June 1870, and the omission to deal with them at that time is only another instance of the defective management of the 3rd Division, so frequently forced on the notice of Government. In the absence of any explanation on the part of Colonel Palmer, His Excellency will only observe that the proposal to compensate the contractor by charging in the accounts and paying him the value of work the execution of which had been intentionally omitted is so reprehensible as to be almost unintelligible, and it will be dealt with in the final disposal of the questions involved in the timber-yard deficiencies lately under the consideration of Government.

3. His Excellency agrees with the Officiating Superintending Engineer in regretting that Mr. Fraser should have neglected to bring forward these claims for adjustment until twelve months after he had taken charge of the range; but is willing to believe that some justification for the delay may be found in the discre-

European

Proceedings of the Madras Government, Public Works Department,
25th September 1872.

ditable state of the range accounts which has lately been brought to the notice of Government. His Excellency resolves to call upon the Superintending Engineer of the 3rd Division to report with the least practicable delay whether there are any further claims, the prompt adjustment of which may have been similarly neglected.

(True Extract.)

(Signed) G. W. WALKER, Colonel, R.E.,
Secretary to Government.

To the Officiating Superintending Engineer, 3rd Division.
,, Controller of Public Works Accounts.
,, Military Department.

No. 690

Superintending Engineer's Office.

3rd Division.

Bellary 25th June 1872

From,

The Superintending Engineer

3rd Division.

To,

The Secretary to Government
P. W. Department
Fort St. George

closures. 2

Sir,

I have the honor to forward for the orders of Government the enclosed letter No. 112 dated 7th May 1872 in original from Mr. M. Fraser, C. E. Executive Engineer of Bellary regarding certain claims for compensation from one Lutchmaniah Moori, a Contractor for timber work for the (1) European Female Hospital, (2) Civil and Sessions Court House, and (3) Royal Mares Artillery Guard Room, respectively at Bellary.

2. To give a better insight into this matter, I shall enter into the history of each building as given above, so far as concerns the question of compensation.

European

European Female Hospital. The Original design for this building was agreeably to the Standard Plan (See G.O. No. 1578 of 13 May 1869) which provided for one Upper Storey. The Estimate Amount was Rs 60,450. The orders marginally noted will explain the cause of alterations in the design which reduced the Estimate to Rs 38,000.

G.O. No. 3844 of 7th Dec. 1869 -
G.O. No. 895 of 30th March 1870 -
G.O. No. 1536 of 26 June 1870.

3. From the Progress Report I find that the work was commenced in the month (May 1869) in which it was sanctioned and a Contract for the Woodwork for both lower & upper Storeys was entered into in August of that year, upwards of 4 months after (that is in January 1870) it was intimated to the Contractors on the receipt of G.O. No. 3844 of December 1869, that the design was being altered and they were not to proceed with the timber work of the upper Storey. It was quite possible for the Contractor to have prepared the timber work between the date of the bond and the date of notice of alteration as all the work was made up at Madras under the

No. 3844 of 7th Dec. 1869 -
G.O. No. 895 of 30th March 1870 -
G.O. No. 1536 of 26 June 1870.

2nd

the Supervision of one or other of the Contractors and time was of value to them as they are Peon people and consequently have other work of their own to attend to.

4. It however does not appear clear to me why the order (see C. under para 3) not to go on with the lower Storey joists, was issued only on the 14th March 1870 and the object of the issue of this order and under what circumstances the Scantlings of timber had been altered, altho better Scantling had been given.

5. It must be admitted that Contractors would be much hampered if they enter into Contracts for certain work and when it is well in hand, to find their work stopped or alterations made. It is particularly so in the case of timber Contracts for the smallest alteration would in most cases cause heavy loss if timber has already been prepared.

6. I therefore beg to recommend that the claim for Compensation be admitted and that the timber on the hands of the Contractor be taken up on valuation, as the same can be utilized as required and charged to works on which used. The total amount for this is Rs 1808 (i.e. Rs 1074 Compensation, & Rs 734 Value of timber to be brought on

now to Stock.

Civil & Sessions Court House. This work has been completed at a cost of Rs 46,020- G.O. No. 499 Df. 10th March 1866 and G.O. No. 1840 Df. 2nd August 1870 are the Orders sanctioning the above expenditure.

8. No authority appears in this Office for the omission of the Ridge Ventilator referred to, but it doubtless was decided not to provide such, in personal consultation with Colonel Moberly, and from what I see, the omission seems rather to improve the appearance of the building, and ventilation is otherwise amply provided for.

9. However, taking the above in conjunction with what Mr. Fraser says in para 4 - marked F & G, there seems some irregularity in Col. Palmer's proceedings which, had he been here, would doubtless have called for very full explanation as his action is not supported by record in this Office which might show that Colonel Moberly recognized these intentions.

10. It may perhaps be necessary for me to here explain that such items as "putting up charges" are admitted in connection with timber work, for it is not always ~~to be the case~~ that when a Contractor undertakes to supply the woodwork, for

for instance, of a roof, he also undertakes to fix the same. It has been usual to allow a sum of eight annas per Cft. for such work and this sum comes out of the estimate rate for the timber.

11. It will be seen from (See A) what Mr. Fraser says, that Colonel Palmer did actually promise to compensate the Contractor from the amount saved by the deviation from original plan referred to in para 8 above. The Contractor is not blameable, for it was natural enough he would take all he could get to recoup the loss he sustained in having to alter the Scantlings of the Woodwork as stated by Mr. Fraser.

12. The claim on this head is Rs 102- for compensation, which I would recommend to be paid to Lutchmanan Moodie.

13. Guard Room for the Royal G.O. No. 2353 Horse Artillery. Bellary - Df. 19 July 1869

is the order sanctioning this work and an Estimate amounting to Rs 16,500/-

14. The particulars referring to this work are very similar to that those of the Court House, with the exception that the Contractor could not be compensated on savings effected under other heads. The claim

claim for compensation recommended is Rs 201.
which I trust may also be sanctioned.

15. The aggregate of the Estimates of the above three
works is Rs 100,580. The amount proposed to be given
as compensation is Rs 2111 which gives a percentage
of about 2.09 which is so trifling, that had the
Estimates been actually exceeded by it, it would
have been quite within the province of the Controller
P.M. Accounts to make the necessary adjustments
but the circumstances connected with these works
compel me to obtain the orders of Government on
such indirect claims which have only recently
been brought officially to notice.

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mation, that Officer was aware of the losses the
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ations referred to; but no Official action appears
to have been taken beyond what Colonel Moberly
himself says. It must also be apparent that
Mr Fraser must have been aware of the state of
affairs shortly after he took charge of the Bellary
Range and I regret that he should not have re-
presented matters clearly and Officially previous
to Colonel Moberly's departure to Europe as the
records before him & personal acquaintance
with

with the various circumstances, would have enabled
that Officer perhaps more satisfactorily clear up
this matter. It is true that Colonel Moberly did re-
ceive Mr Fraser's report in question before he had made
over charge, but time did not suffice for the collection
of all the information required to then put the case
as clearly as possible before Government.

17. With his letter No. 138, dated 14 June 1872, Mr Fra-
ser forwards a letter from the Contractor in which
the man expresses his willingness to accept the sum
of Rs 2111 which Mr Fraser, after entering into all
the details of the man's claims, has set down as the
amount fairly due for the losses sustained.

I have the honor to be
Sir

Your most Obedient Servant

Ernest Victor Capt. R.E.

Offg. Superintending Engineer
20. Dec.

Statement showing the amount of Compensation to be paid to Contractor Lutchmana Moodalliar and the amount of Timber to be brought on stock.

Work	Amount
<u>European Female Hospital</u>	107 1/2
Amount of Compensation	107 1/2
Value of Timber to be brought on Stock	73 1/2
<u>Civil and Session Court House</u>	102
Amount of Compensation	102
Value of Timber to be brought on Stock	"
<u>Guard Room for Royal Horse Artillery</u>	201
Amount of Compensation	201
Value of Timber to be brought on stock	"
Total Compensation	1377
Value of Timber to be brought on Stock	73 1/2
Total	2111

Bellary - 2
25th June 1872

Signed / William Fraser C.E.
Executive Engineer
D.H.W.

"Truecopy"

Lamer Verue Captain R.
25/6/72 Offg. Supg. Engineer
3rd Division

From 10th March 1872 to 21st June 1872
10th March 1872 - 302.345
11th March 1872 - 443.645
12th March 1872 - 104.116
13th March 1872 - 502.502
14th March 1872 - 331.332
15th March 1872 - 21.22

To
The Chief of Government
P.M. Department
The Superintending Engineer
3rd Division.

No. 690
Dated 25th June 1872
Received 25th June 1872
Snr. 25

Amount for making

Government on request
letter from Mr. Fraser C.E.
Exec. Engineer, Bellary.
Captain Lamer Verue
Provisions from me
Lutchmana Moodalliar
Contractor

No. 358

No. 2634 - 25th June 1872

Division to report into
the least possible
delay whether there are
any further claims
the prompt adjustment
of which may be
highly
reflective

Y.M.

C/2 3151

Govt. of Madras.
PUBLIC WORKS.

To
The Officiating Superintending
Eng^r & Division

Dated

Recd.

Encl. 2

G. O. 25th Sept No 2274.

Nos. 358 & 359

Claims for Compensation. Pressing orders on
letter from the Sd. Superintending
Eng^r & Division. Claims pre-
ferred by a Contractor for
compensation for timber
work for certain buildings
at Bellary.