M.R.O. 1—77,000—8-6-37.

(1) Number of pages_____

(2) Date of repair_____

(3) Initials of the Referencer_____

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 1319	2454	Press / Mis.
Dated	18 10	18 78

Not to be folded or roughly handled

No. 317. Read the following letter from the Officiating Superintending Engineer, 2nd Division, to the Acting Chief Engineer for Irrigation, dated Camp at Ongole, 19th September 1872, No. 89:—

I HAVE the honour to report, for the information of Government, that during my recent inspection of some of the Pennair Delta works, I examined the pitching of the Survapully channel, and found it has been constructed, with a few exceptions, without the foot of gravel backing allowed in the estimate.

One copy of Major Clay's letter, No. 148 of 10th September 1868, marked A, with two* enclosures marked *a. b.*

* Return solicited.

Copy of Mr. Roscrow's Agreement, marked B.

2. The pitching was commenced on the 5th February 1872, and was in progress until stopped by Mr. Assistant Engineer Lyon, on the 4th of June last, as he disapproved of the style in which the stones were being prepared and laid.

3. About this time I received a Telugu letter stating that the gravel backing had been omitted in a portion of the work, and as I was anxious on this point I forwarded it to Mr. Lyon for report, who replied as follows:—

"I have this day* inspected the revetment referred to; have had the stones removed in twenty places, and I found that in a length of about 250 yards, which were completed and paid for on 13th April last, there is no gravel at all, except in two of the places where about 1″ or 1½″ was mixed up with the earth."

* 25th June 1872.

4. On receiving this report I resolved to examine the whole work from the commencement of operations, and from what I observed during the examination I could only infer that a course of systematic cheating had been steadily pursued for several months.

5. I cannot of course state the exact quantity of gravel that has been used, but I think it likely that Rupees 500 would more than pay for it. If this estimate is correct, the contractor has been paid Rupees 3,159, say Rupees 3,000, in excess on this item of the contract.

6. The contractor, Mr. Roscrow, seems to be very much distressed at the neglect now brought to light, and has offered to take down and re-build the whole, or any part, of the pitching with a proper gravel backing. I will accept this offer if Government will permit me to do so; I should, however, perfer an immediate refund of the sum paid in excess, and a deposit sufficient to cover the expense of re-construction, but in the event of Mr. Roscrow not being able to accede to these terms, which, I fear, he will not, I trust Government will instruct me how to act, as the only security we have for the fulfilment of any engagement on his part is the sum due to him for work done but not paid for. This may amount to Rupees 1,000, or perhaps more, but the exact sum cannot be decided until I have an opportunity of checking the thickness of the stone revetment throughout, which will be after the water has been shut off at the close of the present cultivating season.

7. This searching investigation is absolutely necessary, as the guilty parties seem to have watched the movements of the superior officers of the department and cheated during their absence. The work appears to have been done accord-

ing to the estimate when Colonel Moberly was in Nellore, in the early part of the year; and a little gravel was evidently worked up when the Range Officer was expected. More attention was paid to the depth of backing latterly, but as this consists of inferior material, and was never tamped, it is not of much practical utility. In justice to Mr. Lyon I must state that he complained of the quality of the gravel to me. The remark regarding tamping applies to all parts of the pitching where there is gravel backing.

8. As it is of rare occurrence that such an irregularity takes place at the head-quarters of a district, I called on the Range Officer and directed the subordinates engaged on the work to furnish particulars regarding their inspections and the means taken to exercise the necessary check on the workmen. Their replies accompany this communication, and with reference to the defence set up by Overseer Smith and by Maistry Kistnasamy Naidoo, I beg to observe that, in my opinion, their conduct is inexcusable, and that they should not be employed on any important work for two or three years, if they are permitted to remain so long in the department. The arrangements made by Major Clay are so fully described in his letter* that it would be superfluous to repeat them here; he seems to have taken all ordinary precautions; but, as he states, it was very unfortunate that he did not remove a few stones at each inspection to verify his measurements.

* Marked A.

9. Mr. Assistant Engineer Lyon was in charge of the range during Major Clay's absence on privilege leave, and as it is apparent a change was introduced in the *quantity* of the backing immediately before or soon after he assumed temporary charge, I did not think it necessary to call on him for a special report on the subject.

10. A copy of the Agreement signed by Mr. Roscrow, the Contractor, is herewith submitted for information.

No 318. ORDER THEREON, 18th October 1872, No. 2,454.

IRRIGATION, No. 22.

It appears from the above correspondence that owing to an omission on the part of the Range Officer to open out and examine the work for which he was about to pay, a sum estimated approximately at Rupees 3,000 has been paid to a contractor for work that did not exist.

2. The work is situated at the head-quarters of the range, and is shown to have received frequent inspections by the Taluq Overseer, and to have been easily open to daily inspection by the Maistry in charge. His Excellency the Governor in Council cannot agree with the Superintending Engineer in his remark that Major Clay seems to have taken all ordinary precautions, as he appears to have neglected the only one which would have made his frequent inspection of real value. The Superintending Engineer reports that it is apparent that a change was introduced in the quantity of the backing immediately before or soon after Mr. Lyon assumed temporary charge; this would indicate that laxity in the supervision by the Range Officer was counted on to cover the fraud. His Excellency observes that Major Clay, although holding no permanent position in the Department of Public Works, had in previous years sufficiently lengthened experience to have warned him of the necessity for the very ordinary precaution referred to by the Superintending Engineer in his inspection of works, the neglect of which might have resulted in a serious loss to Government.

3. Taluq Overseer Serjeant T. B. Smith will be reduced from the 1st to the bottom of the 2nd grade.

4. The Local Fund Maistry will be dismissed from the date of his suspension.

5. The Superintending Engineer will use his discretion as to the recovery of the difference between the sum overpaid and that due to the contractor.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the Officiating Superintending Engineer, 2nd Division, with two Enclosures.
,, Controller of Public Works Accounts.

Exd. S. T. Austin.

B. 1

No 89

Superintending Engineers
Office 2nd Division
Camp Angola
19th September 1872.

From

R. Smith Esquire
Offg Superintending Engineer
2nd Division

To

Major R. F. Oakes R.E.
Acting Chief Engineer
for Irrigations

Sir

Enclosures

1 Copy of Major Clay's letter No 148 of 10th September 1868, marked A with 2 enclosures marked a. b.

Copy of Mr Rosevear's agreement marked B

† return solicited

I have the honor to report, for the information of Government that, during my recent inspection of some of the Pennair Delta works, I examined the pitching of the Swinapelly Channel, and found it has been constructed, with a few exceptions, without the foot of gravel backing, allowed in the estimate.

2. The pitching was commenced on the 5th of February 1872, and was in progress until stopped by Mr. Assistant Engineer Lyon, on the 4th of June,

last, as he disapproved of the style in which the stones were being prepared and laid.

3. About this time, I received a telegram letter, stating that the gravel backing had been omitted in a portion of the work, and as I was anxious on this point, I forwarded it to Mr. Lyon, for report, who replied as follows:-

" I have this day[x] inspected the "revetment, referred to, have had the "stones removed in 20 places, and I "found that in a length of about "250 yards, which were completed "and paid for, on 13th April last, there "is no gravel at all, except in two "of the places where about 1" or 1½" "was mixed up with the earth."

[x] 25th June 1872.

4. On receiving this report I resolved to examine the whole work, from the Commencement of the operations, and from what

I observed, during the examination, I could only infer that a course of systematic cheating had been steadily pursued for several months.

5. I cannot, of course, state the exact quantity of gravel, that has been used, but I think it likely that Rupees 500 would more than pay for it - If this estimate is correct, the Contractor has been paid Rupees 3159 - say 3000 - in excess on this item of the Contract.

6. The Contractor, Mr. Rosenow, seems to be very much distressed at the neglect now brought to light, and has offered to take down and re-build the whole, or any part, of the pitching with a proper gravel backing - I will accept this offer if Government will permit me to do so, I should, however, prefer an immediate refund of the sum paid in excess, and a deposit sufficient to cover the expense of re-construction, but in the event

of Mr. Roscrow not being able to accede to these terms, which, I fear he will not. I trust Government will instruct me how to act; as the only security, we have for the fulfilment of any engagement, on his part, is the sum due to him for work done but not paid for. This may amount to Rupees 1000; or perhaps more, but the exact sum cannot be decided, until I have an opportunity of checking the thickness of the stone revetment throughout, which will be, after the water has been shut off, at the close of the present cultivating season.

7. This searching investigation is absolutely necessary, as the guilty parties seem to have watched the movements of the superior Officers of the Department, and cheated during their absence. The work appears to have been done, according to the estimate, when Colonel Moberly was in Pallore),

in the early part of the year; and a little gravel was evidently worked up, when the Range Officer was expected. More attention was paid to the depth of backing latterly, but as this consists of inferior material, and was never tamped, it is not of much practical utility. In justice to Mr. Lyon I must state that he complained of the quality of the gravel to me. The remark, regarding tamping, applies to all parts of the pitching, where there is gravel backing.

8. As it is of rare occurrence that such an irregularity takes place, at the Head Quarters of a District, I called on the Range Officer and directed the subordinates, engaged on the work, to furnish particulars regarding their inspections, and the means taken to exercise the necessary check on the workmen. Their replies accompany this communication, and

with reference to the defence set up, by Overseer Smith and by Mastry Kistnasamy Naidu, I beg to observe that, in my opinion, their conduct is inexcusable, and that they should not be employed, on any important work, for 2 or 3 years, if they are permitted to remain so long in the Department. The arrangements made by Major Clay are so fully described in his letter[x], that it would be superfluous to repeat them here; he seems to have taken all ordinary precautions; but, as he states, it was very unfortunate, that he did not remove a few stones, at each inspection, to verify his measurements.

[x] marked A

9. Mr. Assistant Engineer Lyon was in charge of the Range, during Major Clay's absence on privilege leave; and as it is apparent a change was introduced in the quantity of the backing immediately before, or soon after, he assumed temporary charge I did not think it necessary to call on him for a special report on the subject.

10. A copy of the agreement signed by Mr. Roscrow, the Contractor, is herewith submitted for information.

I have the honor to be
Sir
Your most obed[t] servant.

Executive Engineer 2d Division

No 148

From The Executive Engineer
Southern Range
Nellore District
To The Superintending Engineer
2nd Division

Sir

I have the honor to reply to your letter No 432 dated 30th ultimo, on the subject of the deficiency of gravel backing to the Revetment to the Curvapulley Main Feeder.

2. Materials were prepared for the work in 1871, and payments made on account; In making payments for materials actually received and measured by me, I deducted 15 per cent for Contingencies. The total sums paid in 1871. before the Pitching was commenced for materials is shewn in margin.

3. Early in 1872. I made preparations to begin the Pitching, as soon as

Amount of Bill
Laterite Cft 31992 = Rs 6399-0-0
Gravel Cft 630 = Rs 630-0-0
Total Rs 7029-0-0
Paid less 15 per cent deducted for Contingencies

Laterite = 5434-13-4
Gravel = 535-8-0
5970-5-4

Rs 7029-0-0
Less 15 per cent for Contingencies
Rs 6399-0-0
Amount of Bill
Laterite Cft 31992 = Rs 6399-0-0
Gravel Cft 630 = Rs 630-0-0
Total Rs 7029-0-0
Paid less 15 per cent deducted for Contingencies

Laterite = 5434-13-4
Gravel = 535-8-0
5970-5-4

From Executive Engineer
Southern Range
Nellore District
To The Superintending Engineer
2nd Division

Sir

I have the honor to reply to your letter No 432 dated 30th ultimo, on the subject of the deficiency of gravel backing to the Revetment to the Curvapulley Main Feeder.

2. Materials were prepared for the work in 1871, and payments made on account; In making payments for materials actually received and measured by me, I deducted 15 per cent for Contingencies. The total sums paid in 1871. before the Pitching was commenced for materials is shewn in margin.

3. Early in 1872. I made preparations to begin the Pitching, as soon as

No 148

7

possible, and by the end of January I had a large quantity of Laterite carted to the banks of the Chanel ready to be placed in situ. I also inspected and measured the gravel prepared for the backing. The Contractor, Mr. Roscrow, had formed depôts at convenient spots, one on either side of the Chanel near the ramps (steps) below Jafer sahibs Regulating sluice, and other two close to Stonehouse pet Kanikiya, we had then 630 Cyds. From these depôts, gravel was carted to the Chanel berms, and placed in heaps contiguous to the heaps of Laterite stone, to which it was to form the backing. I saw both Laterite and gravel on the Chanel berms before work was commenced.

4. The arrangements I made for the careful and efficient execution of a work I considered of the utmost importance were as follows- I took the general supervision and direction on myself. Mr. Overseer Smith, I placed in charge of the work, and under him, I placed Local-Fund Maistry P. Kistnasamy Naidu, a man who has been sixteen years employed in the Department, and who was particularly recommended for the Post by Mr. Overseer Smith himself, under whom the Maistry had, for some time, been employed; this man's special duty was to see the gravel backing put in; for no other purposes would it have been necessary to employ him, because the Overseer and myself could see the nature of the pitching on our frequent inspection of the

that it was impossible we could be sure that the gravel backing was properly put in all along the revetment as it proceeded.

5th. The foundations were first excavated to a depth of 2 feet, and the first stone of Pitching was laid on the 5th February, and the work was stopped on the 4th June, out of this period I was in charge only up to the 19th April, from which time Mr. Assistant Engineer Lyon was in charge, I being on privilege leave, the dates of the inspections made by me together with those made by Mr. Lyon are shown in the margin -

Major Clay
1872.
February 5th
do 8th
do 17th (with Engineer)
March 5th measured up
do 19th do
do 22nd
April 1st measured up
do 12th do
do 15th
Mr Lyon
April 19th
do 26th
May 4th
do 18th measured up
June 4th
do 6th do

6th On my frequent inspections I invariably found gravel being used, I also noted the disappearance from the berms of the heaps of gravel

		Stone	Walling	Pitching	Gravel backing	Total
Paid for Stone Cutters and all stone in front of Pitching 15th April 1872	Major Clay	1334½ = 871 - 0-0; 463 = 290 - 0-0	5424-10-4,		535 - 8-0 = £370 - 0-4	
	"	2982½ = 1707 - 13-4; 1275 = 797 - 8-0			1845 - 8-0 = 3539 - 5-4	
	Total—	4006½ = 8013 - 10-8	2671 = 5424 - 10-8		2671 - 0-0 = 10634 - 10-8	
1872	"	460 = 920 - 0-0,	306⅔ = 306 - 10-8		306 - 10-8 = 1226 - 10-8	
1872	"	1023½ = 2021 - 4-0,	681½ = 681 - 8-0		681 - 8-0 = 2702 - 12-0	
	Total—	1483½ = 2941 - 4-0,	988⅔ =		988 - 2-8 = 3929 - 6-8	
Total		5490½ = 10954 - 14-8,	3659⅔ =		3659 - 2-8 = 14604 - 1-4	

Paid for Stone Cutters and all Stone in front of Pitching 15th April 1872 — £3874 5s Cash Evening
Paid by me Major Clay — £1070 0s 4d
Paid by me A. Lyon — £2803 19s 8d
Grand Total £7678 4s Cash Evening
£3874 5s Cash Evening
£1070 0s 4d
£2803 19s 8d
Grand Total £7678 4s Cash Evening

as the work progressed, and I, not unreasonably, concluded the gravel could only have gone into the work. I also saw other gravels being, from time to time, carted to the work. To the best of my belief the Inspecting Officer was always on the work when I visited it - The Overseer was not always present, as he had many other works under his charge. Each measurement, for which payment was made by me, was after personal measurement conjointly with Overseer Smith. The Ministry never gave me the faintest hint that the gravel was wanting, and under the circumstances above noted, it unfortunately did not occur to me to pull down part of the work and see -

7th Between the commencement of the work and the date on which

I went on leave, I inspected the work 9 times (once living in company of the Superintending Engineer) or on an average Once in 8⅓ days, and owing to the size of my Range and to the fact of the approaching close of the Official year and the consequent number of Completion and other inspections to be made, it was impossible I could pay more frequent visits to this one work-

8. Mr. Smith has been employed under me for 5 years, during which period he has also, at times, been under the orders of Mr. Assistants Engineer Target and Mr. Assistant Engineer Lyon, both of whom reported well of him - I have myself found him careful and attentive to orders - his masonry work, particularly his 4 Bridges over the Surnaully Channel and the large Aqueduct at Kanagalipad, as well as the Laterite revetment and hand work to the Surnapulli Tank, is very good. - his charge is an extended one, and he had much travelling necessitating his frequent absence from Nellore, and I hope this above may be taken into consideration in dealing with this matter -

× 221 miles in February
311 " in March
222 " in April -

9. Local Fund Maistry P. Kistnasamy Naidu has been sixteen years in the Department, lately under Mr. Overseer Smith, who specially recommended him for employment on this work; he was employed expressly to look after the gravel lacking, and I consider him responsible for the present failure; it is true that, in addition to his Channel work, he had to look after the repairs of the Court House

× In charge from 31st January to 5th May 1872, when Supg Engineer objected to a Local Fund Maistry being employed on our Imperial works

and Collector's Cutcherri, but an hour a day, at each, would have been more than sufficient, and they are not more than 1½ mile distant from the Chanal. I have suspended him pending further orders.

10. Maistry Chenchurammdu was appointed by Mr. Lyon on the 6th May 1872. and remained incharge till the work was stopped on the 4th June 1872.

11. In conclusion, after very careful consideration, I have the honor to state that the opinion I have formed, after nearly 18 months acquaintance with Mr. Roscrow, is not in any way changed by this outward discovery; I believe him to be an honest and pains taking man, and my belief, strengthened by hints, I have since had, is that his Maistry in league with ours, sold the gravel to various road suppliers; but this will, I fear, be very difficult to prove.

I have the honor to be
Sir
Your most obedient servant
(Sd.) A.D. Clay Major
Executive Engineer incharge
Southern Range.

Ex Engrs Office
Pellore
10th September 1873

P.S. I append letters from Overseer Smith and Maistry Kistnasamy & aides.

(True Copy)
Smith
Offg Secretary &c

Specification to accompany the agreement executed by Mr. R. A. Roscow an Engineering Contractor of Madras.

The Contractor shall execute within 14 ~~8~~ 7 ~~6~~ Months from date of signing this agreement, all the rubble pitching and gravel backing required to be executed to the Gurvapally Project Main feeder, according to the plan given to him, in consideration of receiving the following rates of payment viz:—

15,072 2/3 C yards of Rubble pitching at 2 Rupees per Cyd	30145-5-4
10,048 C yards of Gravel backing at 1 Rupee per cyd	10,048-0-0
Total Rs	40,193-5-4

The Contractor shall execute not-
less

A
Agreement
Dated 23rd Nov 72
Executed in
the Merk No 89 of 19
Registration 1872
from the Deputy Engineer
2nd Div to the Chief Engineer
for Irrigation

Mr 14 23/72

Copy of Roscow
Copy of Letter No 48
Dated 23rd November
1872. with 2 Sheets.
Encls - 2 nil

Rs 15 - 12 - 11 - 1/2 - 3/4

less than 300 Cyards of stone pitching with gravel backing, complete per week.

The work to be constructed of the best materials procurable and carried out in strict accordance with the Plan and Estimate, under the orders of the Executive Engineer (or other Officer) in charge of the work for the time being.

The work shall be measured once a Month, or oftener if possible, either by the Executive Engineer, his assistant or by the Overseer in charge, and advances will be made thereon, according to the prices fixed in the schedule attached to the Tender.

The Contractor shall find all the Superintendence, Labour, Materials, Plant and Tools necessary for carrying on and completing the pitching to the

the complete satisfaction of the Officer in charge of the Nellore Range for the time being, and all materials and Plant etc. when once brought to the site of the work, shall become the property of Government, and shall not be removed, until the completion of the work, without permission of the Range Officer.

The Executive Engineer or Assistant Engineer in charge for the time being shall have power to refuse or reject any materials or workmanship, which he may consider inferior to those detailed in the specification, and to have the same removed, replaced or rebuilt at the expense of the Contractor.

In the event of the work not being commenced within one Month of

of the signing of the agreement or of failure to perform 300 Cyards per week, the Range Officer for the time being shall have power to proceed with the work in any other way he shall think fit, and this agreement shall thereby become void, and the Contractor shall have no claim to payment for work done up to date—

No work shall be done by the Contractor upon Sunday, except in cases of emergency with the express permission of the Executive Engineer or Assistant Engineer in charge for the time being.

When any alterations are authorized in the design of any work under execution or Contract, the Contractor shall be bound to carry out the work accordingly on receiving the necessary orders from the Executive Engineer and at the same rates——

14

The Contract shall not be invalidated by any such alterations, but if the Amount of the work to be done is thereby affected, payment for the difference shall be calculated according to the rates entered in the Schedule.—

The Executive Engineer shall call upon the Contractor, to repair any damage which the works may sustain during the time of Contract, and should the Contractor neglects to do so within seven days after being called on, the Executive Engineer may execute the necessary repairs at the expense of the Contractor.

The Contractor shall abide by the decision of the Superintending Engineer 2nd Division for the time being in case of any dispute between the Range

Range Officer and the contractor, and the decision of the Superintending Engineer for the time being shall be considered as final

(Sd) Alex. D. Clay Major
Executive Engineer
1st or Nellore Range.
(Sd) A. R. Roscrow.

March 28th 1871.

Compared
Vs.

(True Copy)
Smith
Offg. Exve Engr

No 94

District Engineer's Office.
Nellore, 6th October 1873.

From.

R. Smith Esquire.
District Engineer of
Nellore.

To

alker R.E.
Government.
epartment.
t. George.

acknowledge
andum.

ber 1873.
the
that document
n lost or

I have the honour to be,
Sir.
Your most Obedient Servant.
Smith
District Engineer

Range 6 Rivers and

B
4/book 2.

Enclosure in
letter No 89 of 19
September 1872
from the Superior
Dn to the
Chief Engineer
Registration

Copy of the
Roseraw's agreem
of 28th March
1872.

Rec'd 24 Sept 1872 Ltr Book 311

District Engineer's Office.

No 94 Nellore, 6th October 1873.

From. R. Smith Esquire.
District Engineer of
Nellore.

To. Walker R.E.
Government.
Department.
St. George.

Memo

The undersigned has the honor to request the District Engineer — to forward Nellore to be good enough to forward with the least practicable delay — acknowledge the enclosures which accompanied — and Memo — dated 18th October 1872. — number 1873.

G.O. No 2454 of 18th October 1872. — the

From St George 17th September 1873 } Signed J. Murdoch
Ag Under Secry for Secry — that document
to Govt PWD — lost or

To The District Engineer
Nellore — honor the.

Sir.
Your most Obedient Servant.
J. Smith
District Engineer

Range 6 Aneer and 11

District Engineer's Office.
Nellore, 6th October 1873.

No 94

From. R. Smith Esquire.
District Engineer of
Nellore.

To. Colonel G. W. Walker R.E.,
Secretary to Government,
P.W. Department.
Fort St. George.

Sir.

Enclosures 2.

I have the honor to acknowledge the receipt of your Memorandum, No. 352 dated 17th September 1873, and to forward copies of the Enclosures referred to, in that document, as the originals have been lost or mislaid.

I have the honor to be,
Sir,
Your most Obedient Servant,
[signature]
District Engineer.

P. W. 1873 Depart.
From. No. 5512.
The District Engineer
of Bellore

To.
Secretary to Govt.
P. W. Department
Fort St. George

Dated 6 October 1873.
Rec'd. 9 ——— "
1094. Enclosures 2

Forward copies of the
enclosures referred to
in Memorandum etc.
352 dated 17th September 1873.

work during my absence in the Taluq, and to report any deviation from the proper Section - the duty of the Maistry was to be constantly on the work, but I must add here he had the looking after of two others works also, Repairs to Civil Court, and Collectors Katcherry in Nellore, the distance between the two is not more than 1½ miles if he inspected one work in the morning I do not see any reason why he could not have inspected the other in the evening -

3 The Charge you favored me with was very extensive, and I had several important works to Superintend in the Taluq besides the project works and my frequent inspections of the rubble pitching personally and in company with you, I saw Gravel being put in and often examined the same, but it appears to me that this was done only while I was there, for the deficiency in the backing less than 1' as provided in the Estimate could not have been otherwise, and I Swear that I never on any occasion was informed or even had the slightest hint that gravel was not being put in the work during my absence, if such was the case I should have certainly brought it to your notice, as you are well aware that the Contractor and I were never on friendly terms

4 In the month of May 1871 the Contractor commenced with the Collection of Laterite and Gravel on the bank of the Channel, and in company with you we measured 630 Cyds of Gravel at Site of work, and while the rubble pitching was in progress, both the Laterite and gravel were being carted to the Channel but the disappearance of the later I cannot account for -

5 I was always in company with you, when the measurements of the completed pitching were taken, and as our Maistry as aforesaid was supposed to be always on the work, besides I the Contractor, Maistry and writer, I important ately, never suggested having the measured portion opened out in a few places - under the above circumstances I beg you will take in to consideration my long Service in the Department and of the several important works completed by me in the Eurapully project to your entire satisfaction, e.g. the large aqueduct & bridges in the High Level Channel and revetment to Main = =tain and over look this neglect of duty -

I have remains
Sir
your most obedient
humble Servant
(Signed) W. B. Smith Overseer

Nellore
Sept 9 72

(True Copy) W. B. Smith
Overseer

Encl. in Letter No. 6 dated 10/1/1873

Major A. D. Clay
Executive Engineer
Nellore

Most Honoured Sir

In obedience to your honour's Memo. No. 227 dated 26th August 1872, suspending me from my duty and calling upon me to submit in writing any explanations I may have to offer, I beg to leave to represent the facts of the case as follows for your honour's favourable and impartial consideration.

I was entrusted with the execution and supervision of the repairs of the Collector's office, 2 Civil Court, 3 Babu Row's Chaultry, New Road and the rubble pitching work of Sarvapulli channel. The repairs of the Collector's office and the Civil Court being executed by departmental agency, my time was mostly employed on these particular works and a reference to my inspecting reports and Station books would enlighten your honour on the subject.

2 I beg to inform your honour that the supervision which I have exercised over the rubble pitching work was simply nominal. I was neither furnished with a copy of the estimate, nor were written or verbal instructions issued to me as to the manner in which the work was to be executed. All my authorized and restricted duties consisted simply of marking the line and section and the due performance of the earth work. The other works connected with the rubble pitching the overseer has reserved for himself to do. The contractor was an European gentleman, and so was the Overseer. The work was inspected by the overseer almost every day, he was in the station and in the absence of express orders to me I have deemed any further push of my duty beyond marking out the line and section and superviding earth work, would be considered uncalled for. I have very often observed defects in the work and brought them to the notice of the Overseer in great apprehension that

I might be considered impertinent — no sort of notice was taken and the matter was overlooked. From this I very naturally inferred that I was not expected to be held responsible for any mishap in the work and simply attended to what I was ordered to do marking out line and sections and supervising earth work.

3 I very much regret to state that my repeated warnings, which I have given to the contractor, were totally disregarded and the consequence of this indefference was that I was Mulcted in the shape of fine of a Rupee.

4 Your honour is well aware under the provisions of a circular of the Range, the Goomasta or Maistry who ever supervises the executing of any work, must also sign the Bill before payment for this rubble pitching work I neither signed the Bill, nor did I examine the work, nor was I directed to examine it the entries made in the station Book were those made by the overseer regarding rubble pitching work and the gravel backing and entries as regards the earth work were made by me. The Overseer took the details of measurments signed the Bills himself which fact would clearly show that my supervision was more than nominal and that the Overseer took upon himself the sole responsibility.

5 From a reference to my inspecting reports under station books Your honour would observe how I have dealt with the other contractors where I was furnished with specific instructions and what share of responsibility I took upon myself I beg to state also that assistant Engineer Mr. Lyon personally inspected the works and satisfied himself that I was not culpable and from the circumstances under which the work was executed I was pronounced by him to be innocent. I respectfully solicite permission to reiterate the fact that I was entirely powerless and hopeless. The contractor was a gentleman and so was the overseer and my official influence of a poor Goomasty was literally nothing and could in no way help towards rectifying defects. Under these plain and unvarnished circumstances and appeal to your honours kind humanity for an impartial consideration of the matter. My connexion with the Department in the humble path of Goomasta extends to a period of 16 Years steady and honestly have I pursued my humble path without being censured or reprimanded under assuring my best from a conscientious sense of my duty to meet the approval of my Superiors and the appreciation of my services.

In conclusion I humbly appeal once more to Your honours generous nature that in consideration of my 16 years steady and faithful service and innocence my humble and prayerful voice will be listened and in meeting the ends of justice, which I am sanguine, will order my restoration.

I have to remain
Sir.
Your most obedient Servant
/Signed/ P. Christian Sampson
Lab. Local Public Maistry.

Pallavaram
30th August 1872

/True Copy/

P. Krishnaswamy Naick
Lab. L. F. Maistry.

Enclosure is a
Letter No 94 dated
8th October 1872
from the Executive Engr
P.W.D. Nort. Div. forwarding

P.W. 5512/73
1

Recd 18 Oct 1872
No 2445-4-

Proceedings of the Madras Government
Under date the 18th October 1872-
Read the following

From the Supg Engineer
of the 2nd Div (Here enter No 893/19 dated 8th Oct 1872)

It appears from the
above correspondence
that owing to an omis-
sion on the part
of the Range officer
to open out and
examine the work
for which he was
about to pay, a sum
estimated approxi-
-mately at Rs 3,000
has been paid to a
Contractor for work

that did not exist.

The work is situated at the Head quarters of the Range and is shown to have received frequent inspections by the Talook Overseer and to have been easily open to daily inspection by the Ministry in charge. His Excellency the Governor in Council cannot agree with the Supt Engineer in his remark that Major Clay seems to have taken all ordinary precautions;

as he appears to have neglected the only one which would have made his frequent inspection of real value. The Supt Engineer reports that it is apparent that a change was introduced in the quantity of the bactching immediately before or soon after Mr. Lyon assumed temporary charge; this would indicate that incapacity in the supervision by the Range officer was counted on to cover the fraud.

His Excellency observes that Major Clay although holding no permanent position in the Department of Public Works had in previous years sufficiently lengthened experience to have warned him of the necessity for the very ordinary precaution in his inspection of works, the neglect of which might have resulted in a serious loss to Government.

The opportunity will be taken of the approaching

a balance standing to the credit of the said Contractor, in the hands of the Collector in the District of Galle

the Commissioner of Public Works to obtain from further demands on him on that account."

Any direction to the District Court as to any costs or if we have deal of the decision of the Collector of Galle - also this is a fine - is to be included in the Bond to be executed by Mr. Clay. in lieu of the present Bond.

Reorganization of the Public Works Dept. on the 1st December to dispense with the services of Major Clay from the Department Public Works in which he is drawing the salary of an Executive Engineer of the 1st grade solely in consideration of his staff Corps rank not of his Departmental qualifications or services.

The Talook Overseer Serjeant I. B. Smith will be reduced from

the 1st to the bottom of the 2nd grade.

The Local Fund Inspector will be dismissed from the date of his suspension.

The Superintending Engineer will use his discretion as to the recovery of the difference between the sum overpaid and that due to the Contractor.

Govt

x 2 Encls forwarded
30th Oct 1872

Supdg Engr 2nd Div with two Encls
Controller
Desps 23/10/72

Cr 30 Sept 72

C№4923

Govt. of {1872} Madras.

PUBLIC WORKS.

To The Offg Superintending Engr
2nd Division

Dated

Rcvd. Encl. 2

G. O. 18th Oct 1872, №2454.

Nos. 317 & 318

Survapully Channel. Passing orders on letter from the Supdg Engr. of the 2nd Div. reporting the deficiency of Pannel in the pitching of the Survapully Channel.

the 1st to the bottom
of the 2nd grade.

The Local Fund
Inquiry will be
dismissed from the
date of his suspension.

The Supt Engineer
will use his discre-
tion as to the recover
of the difference betwee
the sum overpaid
and that due to the
Contractor.

Approved.

Dec 30 1902.