

(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. 1525 A

B.P. No.

124 A-124 B

Press

Mis.

Dated

9-6-

1873

Not to be folded or roughly handled

No. 124A. Read the following letter from J. W. RUNDALL, Esq., District Engineer, Tinnevely, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Palamecottah, 28th April 1873, No. 14:—

I HAVE the honour to acknowledge receipt of G. O., No. 887, of the 21st March 1873, regarding the claims of Ragava Charry, late Contractor for the Strivigoontum Anicut Works.

2. I have the honour, as therein desired, to forward a statement prepared by Lieutenant Shepherd, R.E., showing the sum due to Ragava Charry, the bills having been based on the agreement with Mr. Prince, the Contractor's Agent.

3. The sum thus shown to be due is Rupees 14,992-7-1, and this sum has been lodged in the treasury to the credit of this department, the various items of account having been properly debited and shown as expenditure on the anicut project. The money can be paid at any time Ragava Charry expresses his willingness to receive it.

4. I would, however, with a view only of obtaining a settlement, recommend that the deduction on account of the firewood shown in this statement of account be waived. The right to enforce it is admitted by the Advocate General (Memorandum 5), but inasmuch as the firewood was supplied from Government lands, without any value being paid from the anicut estimate, this forms an item on which a concession can be made without affecting the ultimate cost of the work.

5. If this be granted, the amount to be paid to Ragava Charry for the Anicut works is Rupees 19,120-9-1.

6. There is also due the further sum noted in paragraph 6 of Colonel Roberts' report to Government, of the 8th October 1872, No. 3,142. The amount which Colonel Roberts offered in settlement of these claims was Rupees 5,188-7-8, *vide* his draft Agreement of the 23rd October 1871.

7. The history of the claim is this: on the settlement of the accounts for the emergent works done in 1869-70 by Ragava Charry, a balance of Rupees 2,543-7-8 was shown to be due to him, and, subsequently, thirty-three bills, amounting to Rupees 2,904, for emergent works were sent in.

8. Major Payne, who was Acting Superintending Engineer in April 1870, appropriated money to cover these claims, but ordered the Range Officer (Colquhoun) not to make payments on the bills without further orders from him.

9. Mr. McNair, who was placed in charge of the range on Colquhoun's suspension, was ordered to check the thirty-three bills, but owing to the amount of work thrown on him by the double investigation into Colquhoun's and Ragava Charry's frauds (first by Major Oakes and then the criminal trial), he was not able to do more than check eleven out of thirty-three bills, and on these eleven he found instead of Rupees 781 as billed, that the amount of work executed amounted only to Rupees 522. No doubt there were overcharges in the other twenty-two bills, but in October 1871, when the matter was discussed with Mr. Prince, the Contractor's Agent, eighteen months having elapsed since the works were carried out, to have checked the bills accurately would have been impossible; and, therefore, Colonel Roberts offered the

*Proceedings of the Madras Government, Public Works Department,
9th June 1873.*

whole amount of these bills, less the amount which the check measurements of eleven bills had shown to be overcharged: the sum is Rupees 2,645. This with the balance of account previously mentioned (Rupees 2,543-7-8) together amount to Rupees 5,188-7-8, of this sum Rupees 578-0-6, the amount of a bill for emergent work executed to Road No. II., is alone debitable to Road Funds, and the Local Fund Board will have to be asked to allot the same, the rest is for repairs to irrigation works, and if the sum is to be paid to Ragava Charry I hope the Government will be pleased to make a special grant, as it would much cripple us to have to meet so large a demand from the Agricultural Repairs.

10. The total sum, therefore, to be offered to Ragava Charry would therefore (in my opinion) be Rupees 24,309-0-9; if he refuses it the sum to be paid into Court would be Rupees 20,280-14-9.

11. Ragava Charry has been down here since his release from jail; he wanted to re-open the whole question by discussing various items. I think, however, I am precluded by the terms of the Government Order from entering into any discussion with him. He has now gone to Madras, and will, I suppose, be back soon. I therefore request the favour of early orders as to the exact sum to be offered to him.

No. 124B.

ORDER THEREON, 9th June 1873, No. 1,525A.

ACCOUNT, No. 7A.

THE District Engineer's letter is not a complete reply to G. O., 21st March 1873, No. 887, as Mr. Rundall

has failed to report the penalty incurred by the late Contractor under his contract. 2. The Government see no reason whatever for omitting to make the deduction on account of firewood referred to in paragraph 4 of the District Engineer's letter. The Contractor received firewood, and money for firewood to burn the bricks required; he failed to do this, and bricks had to be burnt by Lieutenant Shepherd with other firewood. There appears to be not the slightest ground for any concession under such circumstances. Memo. No. 5, Advocate General's Opinion.

3. The abstract statement of the amount due to the late Contractor, on account of his contract for the Strivigoontum Anicut Works, exhibits another deduction, amounting to Rupees 891-0-7, which is stated to be "in consequence of Contractor's failure to sign Agreement dated 5th November 1871." This entry is not understood and should be explained.

4. In paragraph 6 of his letter the District Engineer states that Rupees 5,188-7-8 are considered to be due to the Contractor on account of certain emergent works, unconnected with the Strivigoontum Anicut Contract, which were executed by him in 1869-70, and this sum consists of Rupees 2,543-7-8 shown in the office accounts* to be due up to the 31st March 1870 and of Rs. 2,904, being the total of thirty-three bills subsequently received, from which the difference between the amount, Rupees 781, of the bills for eleven works, which were checked, and Rupees 522, the value of the work done has been deducted,

* Item 4.—Memorandum, dated 23rd October 1871, signed by Colonel Roberts, enclosure No. 1 of letter No. 3,142, 8th October 1872.

*Proceedings of the Madras Government, Public Works Department,
9th June 1873.*

while the total of the twenty-two bills of the unchecked works has been admitted. Colonel Roberts' letter, No. 3,142, of the 8th October 1872, paragraph 6, it is to be noticed does not agree with this account of the way in which the amount of the claim has been calculated, but from the memorandum quoted marginally above, it seems to be quite clear that no deduction has been made from the amounts of the unchecked bills.

5. The sum due to the late Contractor on account of emergent repairs will be provided out of the grant for Agricultural Repairs, and, as this claim is entirely outside the Anicut Contract, the Government hope that a settlement will be effected without delay.

6. The claims under the contract and those for other works should be kept quite distinct, but in any case the amounts mentioned in paragraph 10 of the District Engineer's letter appear to be incorrect. The sum payable to the late Contractor under the contract is, if the abstract account be correct, Rs. 14,992-7-1, but the amount to be paid into Court would be this sum less the amount of penalty incurred under the terms of the contract.

(True Extract.)

(Signed) G. W. WALKER, Colonel, R.E.,

Secretary to Government.

To the Chief Engineer for Irrigation.
" District Engineer, Tinnevely.
" Officiating Controller of Public Works Accounts.

Exd. S. T. Austin.
Spare Copies.

No. 14. District Engineer, Tanjore.
Palamcottah 28th April 1873.

To, J. W. Randall Esquire. 5=
District Engineer,
Tanjore.

To, Colonel G. W. Walker R. E.
Secretary to Government.
P. W. D.

Enclosures-2. Sir, I have the honor to acknowledge receipt of G. O. No. 887 of the 21st March 1873, regarding the claims of Ragarachary, late contractor for the Strivigundam cement works.

2. I have the honor as therein desired to forward a Statement prepared by Lieut. Shepherd R. E. showing the sum due to Ragarachary, the Bills having been based on the agreement with Messrs. Prince the contractor's Agent.

3. The sum thus shown to be due is Rupees 14,992-7-1, and this sum has been lodged in the Treasury to the credit of this Department, the various items of account having been properly debited and shown as expenditure on the cement Project. The money can be paid at any time. Ragarachary expresses his willingness to receive it.

4. I would however, with a view only of ob-

obtaining a settlement, recommend that the deduction on account of the Pinewood should in this Statement of account be waived. The right to enforce it is admitted by the Advocate General (Memorandum 5) but inasmuch as the Pinewood was supplied from Government lands without any value being paid from the Annual Estimate, this forms an item on which a concession can be made without affecting the ultimate cost of the works.

5. If this be granted the amount to be paid to Nagavachary for the Annual works is Rs. 19,120-9-1.

6. There is also due the further sum noted in para 6 of Col. Roberts' report to Government of the 8th October 1872 Rs. 3,114-2. The amount which Col. Roberts offered in settlement of these claims was Rs. 5,182-7-5 vide his draft agreement of the 23rd October 1871.

7. The history of the claim is this; on the settlement of the accounts for the emergent works done in 1869-70 by Nagavachary, a balance of Rs. 2,543-7-5 was shown to be due, and subsequently 33 Bills amounting to Rs. 2,901- for emergent works were sent in.

8. Major Payne who was acting Superintending Engineer in April 1870, appropriated money to cover these claims but ordered the Range Officer (Colquhoun) not to make payments on the Bills without further orders from him.

9. Mr. Macleod who was placed in charge of the Range on Colquhoun's suspension was ordered to check the 33 Bills, but owing to the amount of work thrown on him by the double investigation into Colquhoun's and Nagavachary's frauds (firstly Major Oakes and then the criminal trial) he was not able to do more than check 11 out of 33 Bills, and on these 11 he found instead of Rs. 781 as billed that the amount of work executed amounted only to Rs. 522. No doubt there were overcharges in the other 22 Bills, but in October 1871 when the matter was discussed with Mr. Prince the Contract Agent, 18 months having elapsed since the works were carried out, to have checked the Bills accurately, would have been impossible; and therefore Col. Roberts offered the whole amount of these Bills less the amount which the

the check measurements of 11 Bills had shown to be overcharged; the sum is Rs. 2,645 . . .

This with the balance of account previously mentioned (Rs. 2,543-7-8) together amount to Rs. 5,188-7-8, of this sum Rs. 578 is the amount of a Bill for urgent work executed to Road & II is alone debitable to Road

Funds and the Local Fund Board will have to be asked to allot the sum, the rest ^{is for} repairs to navigation works, and if the sum is to be paid to Ragavachary I hope the Government will be pleased to make a special grant, as it would much cripple us to have to meet so large a demand from the Agricultural Repairs.

10. The total sum therefore to be offered to Ragavachary would therefore (in my opinion) be Rs. 24,309-4-9, if he refuses it the sum to be paid into Court would be Rs. 20,280-11-7.

11. Ragavachary has been down here since his release from Jail, he wanted to reopen the whole question by discussing various items, I think however I am precluded by the terms of the Government Order from entering into any discussion with him

allways

He has now gone to Madras, and will I suppose be back soon. I therefore request the favor of early orders as to the exact sum to be offered to him.

I have the honor to be

Yours

(Yours self) W. H. S. S. S.
W. H. S. S. S.
District Engineer

measurements of 11 bills had shown

Memo No. 112 N^o 14
21 March 1873 - 512-13

T.W. 1873 Dept
No. 2714
The District Engineer
To The Secretary to Govt
for G. D.

Recd 2nd April 1873
Received 2nd May
Incl. 2nd May
Reports regarding
the amount due to
the late contractor
Ragavachari and
request to disburse the
subject

Atty

28
Sent to C. D. 2 May 1873

No 1525 A. 9th Dec 1873

T. W. 1873

Memo

Requested for transmission to Mr. Mullins
the following papers connected with
Contractor Ragavachari's Claims
✓ C. O. N^o 1525 A. 9th June 73. with
2 Enclosures — 3
✓ Mis: N^o 5 of 3rd June 73 with 20 Enclosures
✓ — do — 14 of 2nd Sept 71 with 1 — " —
✓ — do — 14 of 2nd Nov 72 — " —
✓ — do — 57 of 9th Jan 72 — " —
C. O. N^o 2756 of 23rd Nov 72 — " —
— " — 1572 of 13th June 71 — " —
— " — 1685 of 22nd June — " —
— " — 1710 of 26th — " —
— " — 1813 of 10th July — " —
— " — 1873 of 17th — " —
— " — 887 of 21st March 73 — " —
— " — 2312 of 11th Sept 71 — " —

C. of the C. D. for
18th August
1873

D. H. Mullins
Head Clerk

To
The Registrar of M.
Secretariat

PWD

#525A

Proceedings of the Madras Government
under date 16 June/73.

Read the following

From the D.E. Engineer
Tumacelly

H.E. No 14 of 28 April/73

The District Engineer's letter is not a complete reply to L.O. 21st March 1873. It says, as Mr Randall has failed to report the penalty incurred by the late contractor under his contract

2 The Government see no reason whatever for omitting to make the deduction on account of firewood referred to in para 4 of the District Engineer's letter. The contractor received firewood, and money for firewood

Memo No 5. Submitted
General's opinion

der from entering into
him

to burn the bricks re-
quired: he failed to
do this, & bricks had
to be burnt by Lt Shep-
herd with other fire-
wood. There appears
to be not the slightest
ground for any con-
cessions under such
circumstances.

3. The abstract state-
ment of the amount
due to the Contractor,
on account of his
contract for the Sri-
vijayantun ancient
works, exhibits ano-
ther deduction a-
mounting to Rupees
891-4-7 which is
stated to be "in con-
sequence of Contractor's
failure to sign a
agreement dated 5th
November 1871." This entry
is

is not understood &
should be explained

4. In para 6 of his
letter the District En-
gineer states that
Rupees 5,188.7-0 are
considered to be due
to the Contractor on
account of certain
emergent works, un-
connected with the
Sri-jayantun ancient con-
tract, which were exe-
cuted by him in 1864-
70 and this sum
consists of Rupees 2,543.7-8
shown in the office ac-
counts to be due up
to the 31st March 1870
and of Rupees 2,904,
being the total of 3
bills subsequently re-
ceived, from which the
difference between the
amount, Rupees 701, of
the

* Item 4. Memo dated
23rd October 1871 signed
by Colonel Roberts; encl.
para N^o 1 of letter N^o
3142 - 0th October 1872

the bills for 11 works,
which were checked, &
Rupees 522, the value
of the work done has
been deducted, while
the total of the 22
bills of the unchecked
works has been admit-
ted. Colonel Roberts' letter N^o 3142 of the 5th
October 1872 para 6
it is to be noticed does
not agree with this
account of the way
in which the amount
of the claim has been
calculated, but from
the memorandum
quoted marginally
above, it seems to be
quite clear that no
deduction has been
made from the a-
mounts of the un-
checked bills.

5. The sum, due to
the

the State contractor
on account of urgent
repairs, will be pro-
vided out of the sum
for Agricultural re-
pairs and, as this
claim is entirely out-
side the present con-
tract, the Government
hope that a settle-
ment will be effec-
ted without delay.

6. The claims un-
der the contract &
those for other works
should be kept quite
distinct, but in any
case the amounts
mentioned in para
10 of the District
Engineer's letter ap-
pear to be incorrect
the sum payable

to the late contract.
actor under the contract
is, if the abstract
of account be correct,
Rupees 11,992-7-1, but
the amount to be
paid into Court
would be this sum
less the amount
of penalty incurred
under the terms of
the contract.

by 22/5/73
L.M.W.

The Chief Judge for Prohibition
Sd/- Chief Judge, Bangalore
4-/- Contable of P.W. accounts

M.S. disposed only to the P.W.
Sd/- 21/6/73

Op. 2714
Govt. of 1873 Madras.

PUBLIC WORKS.

To the Chief Engineer for
Irrigation

Dated

Recd.

Encl. 2

G. O. 9th Dec 1873. No. 1525.

Recd. 12th Dec 1873

Strivisamam Amma.

Paying orders on letters
from the ab-Eng. S. S. S.
reporting on the claim
of the late Contractor
Nagarsahay in con-
nection with the
Amma.

A B.
124-124

12th Dec 1873