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(2) Date of repair_____

(3) Initials of the Referencer_____

MADRAS RECORD OFFICE

Government of Madras

Public works DEPARTMENT

G.O. No. 1651 Press

B.P. No. 371-373 Mis.

Dated 25 · 6 - 1873 .

Not to be folded or roughly handled

Read the following letters:—

No. 371. From Colonel J. BEAN, R.E., District Engineer, Coimbatore, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Coimbatore, 7th March 1873, No. 251.

I HAVE the honour to forward, for the orders of Government, the papers as per margin relating to two suits which have been brought against the department in the Munsif's Court at Erode by two Road Contractors.

1 Letter to District Engineer, from Range Officer, No. 1,579 of 25th January 1873.
1 Original Bill with road measurements for Rupees 575-2-9.

2. Owing to delay in obtaining information in the matter relating to these suits, and uncertainty on my part as to how I should act in regard to defending them, I have not brought the subject hitherto to the notice of Government, though under Chapter XIII. of the Code members of the department are prohibited from defending or prosecuting suits without authority. I have, however, directed the Range Officer to have the suits postponed, if possible, for a few days.

3. I have little doubt in my own mind as to the probable issue of the proceedings in the first suit, and I do not feel able to request Government under paragraph 7 to allow a defence to be set up by the Government Vakil, whilst in the case of the second suit I have much hesitation in asking for the same aid, as the Overseer of the taluq appears to me to be responsible.

4. I request, under the circumstances, that Government will authorize the present Range Officer Mr. Supervisor Scott for Mr. Nordmann, and the Overseer Mr. Mohony to defend the suit under their own arrangements, and an early reply by telegraph or post will enable me to avoid any postponement.

5. The plaintiff in the first case, Vythialingum Pillay, claims a sum of Rupees 250-2-9, being the balance due and unpaid to him on the Overseer's bill of Rupees 575-2-9 for road work carried out, an advance or amount of Rupees 325 in part payment having been made to him. Mr. Nordmann offers to pay Rupees 85 only in full of all demands on account of a reduction made by him in the rates of the bill.

6. In the second suit Govindasawmy Pillay claims Rupees 308-2-3 on an original bill prepared by the same Overseer Mr. Mahony for road work. Mr. Nordmann in this case had paid Rupees 500 in advance and tendered the difference, Rupees 85-2-3, which was refused by the plaintiff. The difference* between the two amounts represents the excess of original bill over revised bill, the Overseer's original measurements of the work done having been objected to by the Range Officer, and revised measurements having been accordingly made out in the form of a bill.

Rs.	A.	P.
308	2	3
85	2	3
*223	0	0

7. I have lately when at Erode inquired into these transactions and have obtained all the papers bearing on the subject; but unfortunately Mr. Mahony's original bill, referred to in the last paragraph and called for in Court, is not forthcoming, but by some gross negligence in the Range Office is lost or destroyed.

8. I would beg to call attention to Mr Nordmann's letter herewith sent, and especially to paragraph 5, as I am quite unable to arrive at the same conclusion as the Range Officer.

9. In the first suit the Contractor has been allowed to carry out work without any previous fixed understanding as to rate; the Overseer has further been allowed to prepare a Contractor's bill in the prescribed form, entering his own measurements and rate, certifying to the correctness of bills in the certificate, and to give this bill to the Contractor as a voucher. Mr. Nordmann on receiving this document from the Contractor has struck out the rates, entering his own, and is surprised when Vythialingum Pillay refuses to receive payment.

10. In the second suit the case is somewhat different, and the Overseer is clearly to blame. With instructions before him, to confine the Contractor's operations to the amount of estimate, he actually made measurements in excess of it, and gave the bill to Govindasawmy Pillay as a voucher for payment. This document, as I state, is not forthcoming, but the Contractor even though he had no authority for doing extra work and should not have been paid for it, knowing that such a bill had been made out, refuses to receive payment on a revised bill with reduced measurements made in the office on Mr. Nordmann's instructions.

11. The obvious course would be for Contractors to start work on a fixed rate for earthwork regarding which there could be no dispute, and the bills made out by the Overseer should be checked in the Range Office in the first instance, and then be paid and receipted by the Contractors. Mr. Nordmann, however, has been in the habit of reducing the rates after the bills were filled in and certified to by the Overseer, such bills in many instances having most unfortunately been given to the Contractors for submission to the Range Officer.

12. I take this opportunity of stating that another Contractor has filed a suit in the Civil Court for upwards of 1,200 Rupees. I am not aware of the exact amount nor of the date, but the suit will not be brought on for one or two months. This suit involves similar transactions in the same range and refers to works carried out two years ago, an unfortunate system having sprung up of making part payments from one year to the other, on irrigation repair and road maintenance works, in place of closing each work at the end of the official year. The plaintiff in this suit is anxious to compromise the matter, but I am not in a position to report on the subject as yet. All the parties who have filed these suits have of course taken advantage of Mr. Nordmann's departure from the district to try and enforce their claims.

13. I request that the original bill in the first suit with work measurement herewith enclosed may be returned as soon as possible, as it is required in Court. The two suits are set down for hearing in the Erode Munsif's Court on the 12th of this month.

No. 372. From the same Officer, dated Coimbatore, 28th May 1873, No. 21.

In continuation of my letter No. 251, dated 7th March 1873, I have now the honour to report that the two Contractors, Vythialingum Pillay and Govindasawmy Pillay, who filed suits against the Irrigation Range Officers in the Erode

Munsif's Court, have withdrawn the suits and signed the contract bills. At my request the Munsif postponed the cases until June, in order that I might inquire further into the nature of the dispute, but in the meanwhile the Contractors accepted the balance of estimate for work done tendered them by Mr. Nordmann and receipted the bills. In a similar manner Contractor Narainsawmy Pillay, who had taken preliminary proceedings against us in the Sadr Amin's Court, withdrew his suits and also signed his contract bills.

2. I am not aware whether these men were doubtful as to the issue of these suits, though I believe they had, at any rate in one instance, good grounds for bringing the actions against the department. I think they were anxious to remain on the list of men employed as Contractors in the Irrigation Range, and though no promise whatever has been held out to them, as Mr. Scott reports, they no doubt believe that the course they have taken will insure them the offer of further contracts.

3. As regards the question asked in the last paragraph of your memorandum No. 95 of the 11th March, I have to state that these bills were delayed payment until 1873, because the Contractors refused to receive the balances offered them. Supervisor Scott reports that if they had accepted these sums the works would have been closed in the same or at the beginning of the following year.

4. There are no bills now outstanding for any time, with the exception of one to which I will presently refer, and another for the Kaniempolliem channel clearance, a work which was carried out under exceptional circumstances, the ryots having promised to pay a portion of the outlay but failed hitherto to do so, and the Contractor having consented to wait for their contribution. A reprehensible practice has sprung up for the last two or three years in the Irrigation Range, and I am afraid in the Coimbatore Range also, if not in others, of carrying out certain maintenance grants for road repairs in excess of the year's allotments, the Contractors for labour or material being paid out of the next year's allotments. There are several bills now in Mr. Supervisor Scott's hands waiting to be adjusted, and in one case to which I refer at the beginning of this paragraph, on the road from Caroor to Erode, the whole of this year's allotment is due for last year's work, and even a portion of the allotment of 1874-75 will be required to adjust the balance of the bill.

5. I have issued circular instructions on this matter, and strictly prohibited any road work repairs being undertaken in excess of the year's allotments. I had already called Mr. Executive Engineer Roberts' attention to the objectionable nature of these payments.

6. As regards Mr. Mahony's proceedings in connection with these Contractors and animadverted upon in your memorandum, I would say that in the matter of rates he does not appear to have been much to blame. Mr. Nordmann himself admits that he reduced the rates for earthwork and gravel after the bills were made out, both for this and other Contractors' work, and though some accepted the reduction, Vythialingum Pillay did not, possibly because, as Mr. Mahony reports, his rates were made lower than the others. His lax system of permitting the Contractors to receive the bills duly made out, and of reducing the work rates after these bills were prepared, instead of before, at the commencement of the

contract, naturally led to discontent and disputes. Mr. Mahony points out that he only paid such rates as had prevailed in the range for the last year, and he submits a memorandum from Mr. Nordmann dated 8th April 1872, in which that Officer fixes the rates for ordinary road repair at 2 Annas 3 Pies for gravel and 1 Anna 3 Pies for earthwork per yard, whilst in the bill under reference and dispute he cut down the rate to 2 Annas and 1 Anna respectively.

7. In the case of the annual clearance of the Arkencottah channel, where Mr. Mahony entered measurements in the bill in excess of the estimate, he explains that, as the Contractor carried out more work than was allowed for, and which work was actually a benefit to the channel, he recommended Mr. Nordmann to pay him for it in full, especially as there was an item under sundries to meet the excess which was not required for petty establishment. This was an irregular proceeding, and I have severely admonished him, but he appears to have had the example of Mr. Nordmann before him, who similarly favoured the Contractor in the case of the large Thuddapully channel.

8. I have had some difficulty in tracing out the expenditure on the works for which these bills were prepared and disputed by the contractors, and also on other works. A system of "part payment" was kept up in the Irrigation Range in place of frequent measurements, and when the final bill was presented to the Controller, if the measurements had not been completed in the year in which the work was carried out, as was often the case, the final payment in adjustment was taken from the funds of the current year. The Assistant Engineer also was in the habit of transferring expenditure from one work to another, though the two were unconnected and extra and petty establishments were distributed over several works and charged to several estimates.

No. 373.

ORDER THEREON, 25th June 1873, No. 1,651.

ESTABLISHMENT, No. 34.

IT is a matter of satisfaction that the two suits threatened in the Munsif's Court at Erode and a third in the Sadr Amin's Court at Coimbatore against the Irrigation Range Officer and Overseers have been withdrawn. Such action on the part of the Contractors is *prima facie* evidence that their claims have not been inequitably dealt with by the former, although they out of many others employed by him were at one time disposed to take advantage of his approaching departure to press their claims at law. At the same time His Excellency the Governor in Council cannot but agree with the District Engineer that the attempt to carry out works without previous definite understanding as to rates was most unbusiness-like to say the least; such an understanding not appearing to have existed between even the Range Officer and his own Overseer, still less between the former and the Contractor. Mr. Nordmann will take warning that had the first case been brought forward and gone against him the Government would not have relieved him of his personal liability. Similarly in the second case the Overseer would have remained personally liable for the claims made in consequence of his measuring up and admitting work unnecessarily done in excess of his own estimate.

Proceedings of the Madras Government, Public Works Department, 25th June 1873.

2. The lax practices as regards performance of and payment for work stated to prevail in more than one range of the Coimbatore District will be further investigated by the District Engineer and Controller, and put an immediate stop to. The District Engineer will further bring them to the notice of the Local Fund Board, so far as road work is concerned; that they may adopt any measures they may think fit to guard against misapplication of money granted in one year to pay for work already performed, leaving the responsibility for the latter on the Range Officers' shoulders. Mr. Nordmann being employed in Vizagapatam, the District Engineer will see that no such irregularities as those stated to have been permitted by him in Coimbatore are continued by him elsewhere, and will warn him of the personal liability incurred by such irregular action.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer, Coimbatore, with one Enclosure.
„ Controller of Public Works Accounts.
„ Financial Department.
„ District Engineer, Vizagapatam.

Exd. E. C. Shunker.

No 251.

District Engineer's Office
Coimbatore 7th March 1873.

From,

The District Engineer,
Coimbatore.

To,

The Secretary to Government
P. W. D. Madras.

Sir,

I have the honor to forward for the orders of Government the papers as per margin relating to 2 suits which have been brought against the Department in the Munsiffs Court at Erode, by two Road Contractors.

Enclosures:
1 Letter to District Engineer from Range Officer No 1579 of 25th January 1873.
1 Original bill with road measurements for Rs 575-2-9.

2. Owing to delay in obtaining information in the matter relating to these suits, and uncertainty on my part as to how I should act in regard to defending them, I have not brought the subject hitherto to the notice of Government, though under Chapter XIII of the Code, members of the Department are prohibited from defending or prosecuting suits without authority. I have, however, directed the Range Officer to have the suits postponed if possible for a few days.

3. I have little doubt in my own

under mind as to the probable issue of the proceedings in the first suit; and I do not feel able to request Government under paragraph 7 to allow a defence to be set up by the Government Pleader, whilst in the case of the second suit, I became morally bound to sue for the same and, as the Overseer of the Taluq appears to me to be responsible - 4. I request - under the circumstances that Government will authorize the present Range Officer Mr Sesharaya Setty, for Mr Nordmann, and the Overseer Mr Mahony, to defend the suit under their own arrangements, and an early reply by telegraph as post will enable me to avoid any postponement -

5. The Plaintiff in the first case, Arythialingam Pillay, claims a sum of Rupees 250-2-9 being the balance due and unpaid to him on the Overseer's bill of Rupees 575-12-9 for road work carried out, an advance or amount of Rupees 325 in part payment having been made to him - Mr Nordmann offers to pay Rupees 85 only in full of all demands, on account of a reduction made by him in the rates of the bill -

+ 308	2	3
85	2	3
223	"	"

6. In the second suit Govindasawmy Pilly claims Rs 308-2-3 on an original bill prepared by the same Overseer Mr Mahony, for road work Mr Nordmann in this case had paid Rupees 500 in advance and tendered the difference Rs 85-2-3 which was refused by the Plaintiff - The difference between the two amounts represents the excess of original bill over revised bill, the Overseer's original measurements of the work done having been objected to by the Range Officer, and revised measurements having been accordingly made out on the forms of a bill - . . . . .

7. I have lately when at Erode enquired into these transactions, and have obtained all the papers bearing on the subject; but unfortunately Mr Mahony's original bill referred to in the last paragraph and called for in Court, is not forthcoming, lost by some gross negligence in the Range Office in Erode or else strayed - . . .

8. I would beg to call attention to Mr Nordmann's letter

herewith sent and especially to paragraph 5, as I am quite unable to arrive at the same conclusions as the Range Officer.

9. In the first suit, the Contractor has been allowed to carry out work without any previous fixed understanding as to rate; the Overseer has further been allowed to prepare a Contractor's bill in the prescribed form, entering his own measurements and rates, certifying to the correctness of bills in the Certificate, and to give this bill to the Contractor as a Voucher. Mr. Nordmann on receiving this document from the Contractor has struck out the rates, entering his own, and is surprised when Vythialingam Pillay refuses to receive payment.

10. In the second suit, the case is somewhat different, and the Overseer is clearly to blame. With instructions before him, to confine the Contractors operations to the amount of estimate, he actually made measurements in excess of it, and gave the bill to Govindasawmy Pillay as a Voucher for payment.

This document, as I state, is not forthcoming, but the Contractor even though he had no authority for doing extra work and should not have been paid for it, knowing that such a bill had been made out, refuses to receive payment on a revised bill with reduced measurements made in the Office on Mr. Nordmann's instructions.

11. The obvious course would be for Contractors to start work on a fixed rate for earthwork regarding which there could be no dispute, and the bills made out by the Overseer should be checked in the Range Office in the first instance and then be paid and receipted by the Contractors. Mr. Nordmann however, has been in the habit of reducing the rates after the bills were filled in and certified to by the Overseer, such bills in many instances having most unfortunately been given to the Contractors for submission to the Range Officer.

12. I take this opportunity of stating that another Contractor has filed a suit in the Civil

Court

Court for upwards of 1,200 Rupees.

I am not aware of the exact amount nor of the date, but the suit must not be brought on for one or two months. This suit involves similar transactions in the same Range, and refers to works carried out two years ago, an unfortunate system having sprung up of making part payments from one year to the other, on irrigation repair and road maintenance works, in place of closing each work at the end of the official year. The Plaintiffs in this suit are anxious to compromise the matter, but I am not in a position to take part in the subject as yet. All the parties who have filed these suits have of course taken advantage of Mr. Nordmann's departure from the District, to try and enforce their claims.

13. I request that the original bill in the first suit with measurement, herewith enclosed, may be returned as soon as possible, as it is required in Court. The two suits are set down for hearing in the Trade Munsiffs' Court on the 12th of this month.

I have the honor to be,
Sir,
Your most obt. Servant,

J. Rees Col. R.E.
District Engineer Coimbatore

No 21 Dindigul Irrigation Office
Coimbatore 28th May 1873

From

The District Engineer
Coimbatore

To

The Chief Engineer and
Secretary to Government PWD

Sir,

I have the honor to forward herewith a Postal statement of my letter No 1575 dated 1st March 1873, I have the honor to request that the Government Pleader may be instructed to appear on my behalf in the Munsiffs Court at Erode, when the suits against the Government by the Road Contractors of the Irrigation Range, are called on for hearing.

I have the honor to be
Sir
Your most obedient Servant
Executive Engineer

Office of Govt for Depart
From No 1575
The District Engineer
Coimbatore
To The Secretary to Govt
PWD Dept

Dated 1st
Rec'd 10th } March 1873

No 251
Encls 2.

Forwards for orders of Govt certain papers relating to 2 suits brought against the Depte in the Munsiffs Court at Erode by two Road Contractors of the Irrigation Range.

No 371 No 1651-25 Encls/73.

of £ 60 minute for work done tendered
them by Mr Pardiwanji, and receipted
the bills - In a similar manner, the
Contractor Parvidwanji Pallanji, who
had taken out Summonses proceedings
against us in the Sudder & Insolvent
Court, withdrew his petition and also
signed his Contract bills.

2. I am not aware whether there
is much doubtful as to the issue
of these suits, though, if decided, they
would, at any rate in one instance, give
grounds for bringing the defaulters of
the Department to Justice. They were
anxious to remain on the list of
new Applicants for Contracts in
the Irrigation Range, and thought
no provided whatever has been held
out to them, as Mr Scott reports,
they no doubt believe that the course
they have taken will ensure them
the offer of further contracts.

3. As regards the question
asked in the last paragraph of your

memorandum No 95 of the 11th March,
I have to state that these bills were
delayed payment until 1893 because the
Contractors refused to receive the balances
offered them. Superviser Scott reports
that if they had accepted these sums
the cases would have been closed in
the same, or at the beginning of the fol-
lowing year.

4. There are no bills now outstanding for any time, with the
exception of one to which I will presently
refer, and another for the Kanimpoh-
lion Channel Clearance, a work which
has engaged out under exceptional
circumstances; the agents having pro-
mised, to pay a portion of the outlay
but failed hitherto to do so, and the
Contractor having consented to wait
for their contribution towards the reproachable
debt practice has sprung up for
the last two or three years in the Irrigation
Range, and I am afraid in the
Coimbatore Range, also, if not in
others,

thus, of carrying out certain maintenance grants for road repairs in excess of the year's allotments, the Contractors for labour or material being paid out of the next year's allotments. There are several bills now in the Supervisor Scott's hands waiting to be adjusted, and in one case, to which I refer at the beginning of this paragraph, on the road from Carnarvon to Kriode the whole of this year's allotment is done for last year's work, and even a portion of the allotment of £8 7s 1d will be required to adjust the balances of the bills. ..... I have issued Circular instructions on this matter, and strictly prohibited any road work repairs being undertaken in excess of the year's allotments. I had already called the Executive Engineer Robertson's attention to their objectionable nature of these payments .....

b. ..... As regards Mr McMahon's proceedings in connection with these Contractors and animadverted upon in your Memorandum, I would say that in the matter of rates he does not appear to have been much to blame as Mr Nordmann himself admits that he reduced the rates for earthwork and gravel after the bills were made out, both for this and other Contractors work and though some accepted the reduction Mythialinguem Pillay did not, hopefully because, as Mr Mahony reports, his rates were made lower than the others. His loss system of permitting the Contractors to receive the bills duly made out, and of reducing the work rates after these bills were prepared, instead of before, at the commencement of the contract, naturally led to discontent and disputes. Mr Mahony points out that he only paid such rates as had prevailed in the range for the last year, and he submits a Memorandum from Mr Nordmann dated

c. 8th April 1892 in which that Officer
le fixes the rates for ordinary roadwork
ss fixed at 2 annas 3 pies for gravel and
to 1 anna 3 pies for earthwork, jungle and
fe whitewashing these bill number references
ly and dispute hereat thereto the 2 to
ss to 2 annas and 1 anna respectively
6 f..... In the case of the Arnaut
n clearance of the Arkonam Cotlah Channel,
fe where Mr. Mahony entered measure
ts marks in the bills in excess of the
n estimate, he explains that as the
w Contractor carried into more work than
as was allowed for, and which work
ge was practically a benefit to the Channel,
5. he recommended Mr. Forbes
be to pay him for it in full, especially
fe as there was an item under Dams
le dries to meet the excess which was
as not required for the Bye established
ts marks. This was an irregularity for
ta exceeding and Shaw drew sharp censure
fe him; but he appears to have acted
b the example of Mr. Forbes in this

have also similarly favoured the
Contractor in the case of the large
Shenbaganally Channel.

8. Shaw had some difficul-
culty in tracing out the expenditure
on the marks for which these bills
were prepared and disputed by the
Contractors, and also on other marks.
A system of "part payments" was kept
up in the Irrigation Range in place
of frequent measurements, and when
the final bill was presented to the
Controller, if the measurements had not
been completed in the year in which
the work was carried out, as was often
the case, the final payment or adjust-
ment was taken from the funds of
the current year. The Assistant Engineer
also was in the habit of transferring ex-
penditure from one work to another, though
the two were unconnected, & extra & petty
establishments were distributed over
several works and charged to seve-
ral estimates.

I have the honor to be,
Sir,
Your most obedt Servant,
J Klein Coll R.S.
District Regr Coimbatore

1651 R.D.

Read the following:-

From the Revenue Commissioner (Ft. St. George) No 257 Dy "Branch 43/
do. do. do. 21 Dy 28th May/73/

It is a matter of satisfaction that the 2 suits threatened in the Provincial Court at Erode, and a third in the Sudr Ameen's Court at Coimbatore against the Irrigation Range officer and Overseers have been withdrawn. Such action on the part of the Contractors is prima facie evidence that their claims have not been inequitably dealt with

No 1873 Regd 28th May/73
From the Joint Collr Salem
No 3/73
To the Collr Coimbatore
Dated 26th May/73
Rec'd 30th do.

No 342

Subject: Registry

Submitting copy of a letter from the Secretary to Govt P.W.D. regarding the Contract executed by Messrs Ramasamy Naidu & Co. for the Bhavani Project

Ref: Your No 2051 dated 20th May/73

I have the honor to be,
Sir,
Your most obedt Servant,
[illegible]
Collr & Dist Regr

Recd 25th Augt/73

by the former, although they out of many others employed by him were at one time disposed to take advantage of his approaching departure to press their claims at law. At the same time His Excellency the Governor in Council cannot but agree with the District Engineer that the attempt to carry out works without previous definite understanding as to rates was most unbusinesslike to say the least; such an understanding not appearing to have existed between even the Range officer and his own Overseer,

still less between the former and the Contractor. Mr. Goodsman will take warning that had the first case been brought forward and so use against him the Government would not have received him of his personal liability. Similarly in the second case the Overseer would have remained personally liable for the claims made in consequence of his measuring up and admitting work unnecessarily done in excess of his own Estimate.

The lax practices as regards performance of and payment for work, stated to prevail in more than one Range of the Coimbatore District will be further investigated by the District Engineer and Controller, and put an immediate stop to it. The District Engineer will further bring them to the notice of the Local Fund Board, so far as Road work is concerned; that they may adopt any measures they may think fit to guard against misapplication of money granted in one year to pay for work already performed, leaving the responsibility for the latter on the Range officers shoulders. Mr. Nordmann being employed in Vizagapatam the District Engineer will see that no such irregularities as those stated to have been committed by him in Coimbatore are continued by him elsewhere, and will warn him of the personal liability incurred.

by such irregular action.

Gmw

h° 371-73.

2

Dr Combe to Mr Cumberland re Lucas
Mr Debbs
Dr Yeo to Debbs
4/7/73

1/Bd 15-5 + 3/73

BOOK OF INDIA RECORD.
PUBLIC WORKS.

Collector's Copy
Coimbatore

25th June 1851.

371 (c) 373

Subd. Local Advances
— Sum to be lent,
ure, Instrt
— Act entitled
to the Revd
Collector
— Certain Land (Re-
venue.