

(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.	528	Press
B.P. No.		Mis.
400-401		
Dated	17-2-	1873.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
17th February 1873.*

No. 400. Read the following letter from the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary, 14th October 1872, No. 1,611:—

ADVERTING to Under Secretary's letter No. 72, dated 9th September 1872, I have the honour to forward the original documents which are forthcoming in the case of a claim made by a contractor of materials for the Kadri Taluq Cutcherry, Cuddapah District, and which are called for in this letter. I append a list of these documents for easy reference.

2. Major Vertue in his letter of the 29th August 1872, No. 1,191, refers to a claim of Rupees 1,928 made by Contractor Hussain Sahib; but I am afraid that this is not the whole of his demands, for with a letter dated 31st May 1872, the

Executive Engineer of Madanapalli
Range, Mr. O'Ratigan, appends* a claim

made by the man for Rupees 3,228, or Rupees 1,300 in excess of his first bill. As regards this fresh demand which the contractor, as time rolls on, has thought fit to make, I would observe that the amount of Rupees 800 for advances to work people and loss of material was entered in his original statement, but subsequently struck out with his consent, it would appear, for it does not form portion of the Overseer's bill by which he was willing to be paid. The remaining sum of Rupees 500 is a computation of interest for two years.

3. Major Vertue was mistaken in reporting that there was no original bill signed by the Overseer, as I now enclose it. It will be seen that a trifling correction of 12 Rupees was made in it by the Range Officer, which brought the total to the amount asked for.

4. Leaving the value of the bricks and unburnt limestone out of the calculation for the present, I observe that the

* See his letter quoted above.
present Range Officer* values the

material on the spot at Rupees 796-14-0 only, or allowing the full value of the burnt lime charged by the contractor, which I consider with Mr. O'Ratigan may be conceded owing to the loss by lapse of time, Rupees 480; the whole value may be taken at Rupees 976-10-0, or Rupees 29-6-0 less than the sum that the contractor has actually received, namely, Rupees 1,000.

5. As regards the question of bricks and limestone, the Overseer valued the former at 1,200 Rupees, on the supposition that four lakhs were stored in the kilns at 3 Rupees per thousand. It is owing to a preposterous claim made by the contractor and still persisted in by him to have his bricks taken as they are without sorting or counting, that has delayed a settlement of this long-pending dispute. It appears also that the limestone is deposited at the quarries seven miles from the work, and as the Range Officers refused to accept this material unless carted to the Cutcherry, they have not recognized the Overseer's measurements, nor the contractor's claim.

6. As regards the contractor's refusal to accept our measurements of the bricks after stacking and sorting, he founds his claim on the fact of the Overseer's bill, and of the materials having been virtually taken over by our department and a watcher (not watchers) appointed, but to this I would observe that the

*Proceedings of the Madras Government, Public Works Department,
17th February 1873.*

bill was made out for the satisfaction of the Range Officer and not of the contractor, and on its receipt in the office it appears that Captain Begbie immediately wrote to the Overseer to say that he could not accept the material unless carted to the spot by the contractor. In any case, the Overseer was untrustworthy, he had previously entered six lakhs in place of four lakhs as the number of bricks, as I find in a document in this office, and his measurements could not be guaranteed. There are no check measurements forthcoming of Captain Begbie's, but evidently that Officer was waiting for the materials to be carted. The measurements subsequently taken are those of Assistant Engineer Mr. Brickwell checked by Mr. O'Ratigan.

7. The contractor having waited since the end of 1869 for a settlement of his claims, now threatens to bring the matter into the Civil Court within twenty days, so that it is desirable final orders should be passed. I would advise that he be dealt with liberally, owing to his loss by exposure of his material to weather, etc., etc., and that his claims* for him restore the quarries be conceded, after he is pressed to allow his bricks to be counted and paid for accordingly.

* Rupees 520.

8. I submit for inspection the tender sent in by Hussain Sahib and Lieutenant-Colonel Moberly's memorandum accepting it, and directing a contract bond to be made out, which it appears was not done previous to the stoppage of the judicial works. The only document then that this man has to bring into Court is this tender which does not contain any entry for bricks or stone, and perhaps a copy of the Overseer's bill, but I am not able to discover whether he was supplied with the documents or not.

9. Owing to the sudden stoppage of judicial buildings, Range Officers found themselves in charge of incomplete works under contract, with a quantity of scattered material in their hands. It was necessary to appoint watchmen to guard the property, and Colonel Moberly approved of an order which had been given by Captain Begbie to the Overseer to entertain a peon. It appears, however, that this person was only entertained from the 10th November 1869 to the 28th February 1870, and the Superintendent Engineer on the 8th November 1869 allowed 17 Rupees for his salary from "Minor New Works." Government were aware of the engagement of watchmen, because on Colonel Moberly's application dated 17th January 1870, an Order No. 314, dated 27th January 1870, was passed directing their discharge and the sale of all perishable material.

10. I enclose a list of the officers in charge of the Madanapalli Range from the commencement of the work, showing the dates of transfer of the range. Captain Begbie on handing over on the 22nd September 1870 did not furnish transfer certificates, and from a report sent in to Major Vertue on the 25th ultimo by Mr. O'Ratigan, it does not appear that any mention of the materials of this Taluq Catcherry were entered in any of these documents subsequently prepared.

11. If strenuous efforts had been taken at the time, these claims might have been settled by the Range Officers to whom the Superintendent Engineer made frequent references on the subject, or the nature of the contractor's demands might have been represented to Government for orders. The original sum of Rupees

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17th February 1873.*

1,928 asked for was entered in the lists embodied in G. O. No. 1,136, dated 29th April 1870, and an allotment made for 1870-71 but lapsed. Again, the amount was included in the list of works apportioned with funds under Civil Buildings in G. O. No. 1,803, dated 7th July 1871; but owing to the claim not having been adjusted, the sum lapsed again at the close of 1871-72.

List of documents in the Appendix.

1. Overseer's statement of work done.
2. Range Officer's orders to appoint watching peon.
3. From Range Officer to Superintending Engineer's Office, copy requesting to be allowed to keep back payment.
4. Letter from Range Office to Superintending Engineer.
5. Do. do. do.
6. Mr. O'Ratigan's statement of material.
7. Overseer to Range Officer.
8. Tender for Cutcherry with translation.
9. Superintending Engineer's approval of do.
10. Range Officer to Superintending Engineer.
11. Statement of claims by contractor.
12. Measurement of work by Executive Officer.

No. 401.

ORDER THEREON, 17th February 1873, No. 528.

CIVIL WORKS, No. 21.

Of the documents submitted in connection with this case the later ones bearing date in the third year after cessation of the work are valueless. Those that have any real bearing on the case are the following, namely:—

1st.—The Contractor's tender and its acceptance by the Superintending Engineer dated respectively in February and March 1869.

2nd.—Captain Begbie's order to the Taluq Overseer dated 18th September 1869, ordering a watching peon to be kept to look after materials on the spot; proposing other arrangements for taking charge of the brick-kilns; and distinctly stating that the limestone cannot be paid for till carted to the site.

3rd.—Overseer's report to Captain Begbie dated 3rd October 1869, on the materials collected, excluding limestone, and valued at Rupees 927-8-0.

4th.—Overseer's revised statement dated 2nd December 1869, including limestone, and amounting to Rupees 1,940, reduced by Captain Begbie to Rupees 1,928.

2. The Government consider themselves bound by the acts of their Agent Captain Begbie, and direct payment to be made immediately to the Contractor, according to the revised statement No. 4, excluding Rupees 520, on account of undelivered limestone, which reduces the net amount payable to the contractor to Rupees 408. And, in consideration of the great delay that has occurred in adjust-

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17th February 1873.*

ing his claim, His Excellency the Governor in Council directs that the Range Officer proceed forthwith to measure up and pay for the limestone wherever it may be collected at the rates now prevalent on the spot. Such payments will be made to the Contractor conditionally on his giving a receipt in full; and the Government expect to have a report of the final settlement of the whole transaction before the close of the current official year.

3. There is nothing before Government to show that Captain Begbie took any decided steps to wind up the affairs of this Cutcherry between the 12th July 1869, the date of the Government Order under which the work was stopped and his relief by Mr. Brickwell in September 1870. His plain duty after virtually taking over charge of the materials at site and of the bricks was to have measured them up with or without the Contractor's approval, and tendered him their value. His incapacity for employment in the Public Works Department has been so frequently brought to the notice of Government that his services were replaced at the disposal of the Military Department from the 1st December, the date of the reorganization of the Public Works Department.

4. The remissness of the late Superintending Engineer of the 3rd Division in neither closing this account for which funds were placed at his disposal in 1870-71 and 1871-72, nor reporting on it for the orders of Government adds another illustration of Colonel A. Moberly's mismanagement of his division. Care will now be taken that the available materials, now charged against Kadri Cutcherry, are utilized as soon as possible in carrying out that building with reference to which it is remarked that an allotment of Rupees 15,000 has been made in the Budget of the current year, but that the revised estimate long due for it has not yet been received.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineer, Cuddapah.
.. Controller of Public Works Accounts.
.. Judicial Department.

" Capt. G. J. F. Begbie

Ed. E. C. Shunker.

No. 1611

Superintending Engineer's Office.

3rd Division.

Bellary 14th October 1872

From,

The Superintending Engineer

3rd Division.

To,

The Secretary to Government

P.W. Department

Fort Saint George

Enclosures, as
per List

Sir,

Adverting to Under Secretary's Letter No. 1191 of 9th September 1872, I have the honor to forward the original documents which are forthcoming in the case of a claim made by a Contractor of Materials for the Kadri Talook Cutcherry, Cuddapah District, and which are called for in this letter. I append a list of these documents for your reference.

2. Major Vethum in his Letter of the 29th August 1872 No. 1191 refers to a claim of Rs 1928 made by Contractor Thupani Sahib but I am afraid that this is not the whole of his demands, for with a Letter dated 3rd May 1872, the Executive Engineer of Madanipalle Range Mr. O'Ratgan appends a claim made by the

+ enclosed

the man for Rs 3228 or Rs 1300 in excess of his
first bill. As regards this fresh demand which
the Contractor, as time rolls on, has thought fit to
make, I would observe that the amount of Rs 800
for advances to work people, and loss of material,
was entered in his original Statement, but sub-
sequently struck out with his consent, it would
appear for it does not form portion of the Over-
seer's bill by which he was willing to be paid. The re-
maining sum of Rs 800 is a computation of in-
terest for 2 years.

3. Mapt Verma was mistaken in reporting
that there was no original bill signed by the Over-
seer, as I now enclose it. It will be seen that
a trifling correction of 12 Rs. was made and it by
the Range Officer ^{has} brought the total to the
Amount asked for.

4. Leaving the value of the bricks & unburnt
limestone out of the calculation for the present,
I observe that the present Range Officer values
the material on the spot at Rs. 74 Cullins only,
or allowing the full value of the burnt lime

+ See his
letter just
above

charged by the Contractor, which I consider with
Mr O'Riagan may be conceded owing to the loss
by lapse of time, Rs. 180, the whole value may be
taken at Rs. 946.10.0, or Rs 23.6.0 less than the
sum that the Contractor has actually received,
namely Rs 1000.

5. As regards the question of bricks & limestone,
the Overseer valued the former at 1200 Rs, on the
supposition that 4 laes were stored in the kilns
at 3 Rupees per thousand. It is owing to a pre-
posterous claim made by the Contractor and still
persisted in by him to have his bricks taken as
they are without sorting or counting, that has delayed
a settlement of this long pending dispute. It ap-
pears also that the lime stone is deposited at the
Quarries 7 miles from the work, and as the Range
Officers refused to accept this material unless carted
to the Sutcherri, they have not recognized the
Overseer's measurements nor the Contractor's claim.
6. As regards the Contractor's refusal to accept
our measurements of the bricks after stacking and
sorting, he founds his claim on the fact of the
Overseer's bill, and of the materials having been
virtually

virtually taken over by our Department and a
 watchmen (not watchmen) appointed, but to this
 I would observe that the bill was made out for
 the satisfaction of the Range Officer and not
 of the Contractor, and on its receipt in the Office
 it appears that Captain Begbie immediately
 wrote to the Owner to say that he could not
 accept the material and so carted to the spot
 by the Contractor. In any case, the Owner was
 untrustworthy; he had previously ordered 6 laes
 in place of 4 laes as the number of bricks as I
 found in a document in this Office, and his mea-
 surements could not be guaranteed. There are no
 check measurements forthcoming of Captain
 Begbie but evidently that Office was waiting
 for the materials to be carted. The measurements
 subsequently taken are those of Asst Engineer
 Mr. Brickwell checked by Mr. O'Hatigan.

7. The Contractor having waited since the
 end of 1869 for a settlement of his claims, now
 threatens to bring the matter into the Civil Court
 within 20 days, or that at is desirable, since

+ Rs 520

orders should be passed. I would advise that
 he be dealt with liberally, owing to his life by
 exposure of his material to weather 76° 46', and
 that his claims for limestone at the quarries
 be conceded after measurement, if the stone
 can be used for night-vision works, also, that he
 be again pressed to allow his bricks to be counted
 and paid for accordingly.

8. I submit for inspection the tender sent
 in by Shikam Sahib and Lt. Colonel Moberly's
 Memorandum accepting it, and directing
 a Contract Bond to be made out, which it ap-
 pears was not done previous to the stoppage of
 the Judicial works. The only document then
 that this man has to bring into Court is the
 tender which does not contain any entry for
 bricks or stone, and perhaps a copy of the Over-
 seer's bill, but I am not able to discover whether
 he was supplied with the documents or not.

9. Owing to the sudden stoppage of Judi-
 cial Buildings, Range Officers found themselves
 in charge of incomplete works under Contract,

with

with a quantity of scattered material in their hands. It was necessary to appoint watchmen to guard the property, and Colonel Moberly issued an order which had been given by Captain Begbie to the Overseer to entertain a person. It appears however that this person was only entertained from the 20th November 1869 to the 28th February 1870 and the Suptg. Engineer on the 8th November 1869 allotted 11 Rupees for his salary from "Minor New Works". Government were aware of the engagement of watchmen because on Colonel Moberly's application dated 11th January 1870 an Order No. 244 dated 24th January 1870 was passed directing their discharge, and the sale of all surplusable material.

10. I enclose a list of the Officers in charge of the Madraspatla Range from the commencement of the work showing the dates of transfer of the Range. Captain Begbie on handing over on the 25th September 1870 did not furnish transfer Certificates, and a report sent in to the Suptg. Engineer on the 25th ultimo by Mr. O'Halloran.

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does not appear that any mention of the materials of this Talooh. Cutchum were entered in any of these documents subsequently prepared.

11. If strenuous efforts had been taken at the time, these claims might have been settled by the Range Officers to whom the Superintending Engineer made frequent references on the subject, or the nature of the Contractors demands might have been represented to Government for orders. The original sum of Rs. 1928 asked for was entered in the list embodied in G.O. No. 1136 of 29 April 1870, and an allotment made for 1870-71 but lapsed. Again the amount was included in the list of works apportioned with funds under Civil Buildings in G.O. No. 1803 dated 7th July 1871, but owing to the claim not having been adjusted, the sum lapsed again at the close of 1871-72.

I have the honor to be
Sir

Your most Obedt. Servant

Wm. J. H. P. C.
Suptg. Engineer J. G. J.
List

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List of documents in the Appendix

1. Overseer's Statement of work done
2. Range Officer's orders to appoint watching men
3. From Range Officer to Supt. Engineer's office
copy requesting to be allowed to keep back
payments.
4. Letter from Range Officer to Supt. Engineer
5. ————— D —————
6. Mr. Katjan's Statement of material
7. Overseer to Range Officer
8. Tender for Kitcherri with transmission
9. Supt. Engineer's approval of — do —
10. Range Officer to Supt. Engineer
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12. Measurement of work by Exec. Officer.

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From, *P. H. 1872-73. Sept.*
Proc. of the Nat. Academy
N. 5000
The Superintending Engineer
3rd Division.

To,
The Secretary of Government
P. W. Department
T. St. George

No. 1611

Dated 17th October 1877
Received of St. 28-10-1877

With reference to
Letter No. 12 of 4 Sept
forwards certain docu-
ments relative to the
claim made by Con-
tractor Stephen Lib-
ber Materials to Nade-
Sole's Patent.

[illegible]

No. 528 R.R. Rd.
Pro. of the Madison Park
and the Norway:
from the Imp. Eng. 30 Dec. 1871 to 14 Oct. 72

Of the documents submitted in connection with this case the later ones bearing date in the 3^d year after cessation of the work are valueless. Those that have any real bearing on the case are the following viz:

1. The Contractor's
Sender and its accep-
-tance by the Super-
Engineer dated

respectively in February
and March 1869.

2nd Captain Beebie's
order to the Salook Quisnar,
dated 18th September 1869,
ordering a watching
Person to be kept to look
after materials on the
spot; proposing other
arrangements for taking
charge of the Brick kilns;
and distinctly stating
that the lime stone can
not be paid for till
carted to the site.

3rd Overseer's Report to
Captain Beebie dated 3rd
October 1869 on the materials
collected, including lime
stone, and valued at

Rs 927-8-0.

4th Overseer's revised
statement dated 2nd
December 1869 including
lime stone, and
amounting to Rs 1940
reduced by Captain
Beebie to Rs 1928.

The Government
consider themselves
bound by the acts
of their agent Captain
Beebie, and direct
payment to be made
immediately to the
Contractor, according
to the Revised statement
No 4, including Rs 520
on account of un-
delivered lime stone.

which reduces the net
amount payable to the
Contractor to Rs 408.
And in consideration
of the great delay that
has occurred in ad-
justing his claim
His Excellency the
Governor in Council
directs that the Range
Officer proceed forth-
with to measure up
and pay for the lime
stone wherever it may
be collected, at the rates
now prevalent on the
spot. Such payments
will be made to the
Contractor conditionally
on his giving a receipt
in full; and the Govt.
expect to have a report

of the final settlement
of the whole transaction
before the close of the
official
current year.

There is nothing
before Govt. to show
that Captain Biehl
took any decided steps
to wind up the affairs
of this Cutcherry between
the 12th July 1869, the date
of the Govt. order under
which the work was
stopped, and his relief
by Mr. Brickwell in
September 1870. His
plain duty after
virtually taking
over charge of the
materials at site
and of the Bricks,
was to have measured

them up, with or without
the contractors approval,
and tendered him their
value. His incapacity
for employment in the
Public Works Department
has been so frequently
brought to the notice of
Govt. that his services
~~were~~ ^{will be} replaced at
the disposal of the
Military Department
from the 1st December
the date of the reorgani-
zation of the Public
Works Department.

The remission of
the late Super Engineer
of the 3rd Division in
neither closing this

The date must
be altered to
1st December
in the last para-
graph.

Illustration
of C. L. A. R. S.
M. S.

account for which funds
were placed at his
disposal in 1870-71,
and 1871-72, nor re-
-porting on it for the
orders of Govt. adds
another item to the
heavy indictment
against Lieut Colonel
A. Inoherly charging
him with mismanage-
-ment of his Division.
Care will now be
taken that the avai-
-lable materials, now
charged against Hadri
Cintcherry are utilized
as soon as possible
in carrying out that

building with reference
to which it is remarked
that an allotment of
Rs 15,000 has been made
in the Budget of the
current year but that
the revised Estimate
long due for it has
not yet been received.

G.M.W.

Minister

1572/73

36 42
— 41

To The Director General
" Controller of Expenditure
" Joint Secretary
Capt. G. J. J. Begbie, Secy to Govt.
Dated 19/4/73. ^{Sd/-} _{13-Nov-72}

Cor. 29 @ 15 Nov 73

C/5066



Gobt. of Madras.

PUBLIC WORKS.

To The District Engineer
Chittipah.

Recd.

Recd.

17 Feb 528.

No. 100 & 101

Kadri Taluk Catchery.

Passing orders on the
claim preferred by
~~the~~ Contractor Karam
Sahib in connection
with the Kadri
Taluk Catchery.