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MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No.	3443A-9	Press
B.P. No.		Mis.
Dated	7. 12. 74	195

Not to be folded or roughly handled

Read the following :—

No. 912-B.

No. 164A.

Note by the Chief Engineer for Irrigation.

THE District Engineer, Tinnevely, has prepared a statement showing for the several items of the Streeviguntum Anicut Works the value of the work done by the late Contractor Ragavachary, the additional amount claimed by the latter, and the result of the investigation of the several claims.

	2. In this case :—	RS. A. P.
Excavations.	Lieutenant Shepherd's valuation is ...	4,836 5 0
Anicut foundations.	Contractor's claim ...	9,069 5 0
Mr. Rundall's memorandum No.3.	Mr. Rundall's valuation ...	6,529 0 0

There is no means of settling conclusively this item. Some manifestly incorrect measurements, for which the Contractor was given credit, were passed in September 1869 by Lieutenant Shepherd, who afterwards discovered the error and made a correction, to which the Contractor objected then and continued to object. Mr. Rundall notices that the original estimate allowed a somewhat larger quantity of excavation than that deducible from the section of the river before the anicut was built; to the former has been added the quantity taken out for the extra depth at which the foundations were laid, and the total thus found has been suggested as that which should be admitted. This gives the Contractor Rupees 1,692-11-0 more than Lieutenant Shepherd's valuation, and appears to be a fair way of adjusting this item.

3. On brick and chunam work executed with bricks supplied to the Contractor by Lieutenant Shepherd, the Contractor claims Rupees 2,562 additional, and Mr. Rundall proposes to admit this claim on the ground that Lieutenant Shepherd deducted 2 Rupees per cubic yard as the value of the bricks, whereas Rupees 1-10-8 was the value under the terms of the Agreement. This item therefore may be allowed.

4. The Contractor's claim of Rupees 1,606½ under this head really appertains to the bridge, and in that item it has been adjusted. The anicut masonry has cost more than the estimate, and there are no savings therefore that can be claimed by the Contractor under clause 8 of the Agreement, 5th August 1871.

5. The Contractor has made no specific claim on this, but in his Urzi of the 9th May 1874 leaves the value of the work done to be settled on the principle noted in No. 8 of the items of the Agreement, dated 5th August 1871. The District Engineer finds* that the total sum to be allowed for baling done by the Contractor is Rupees 13,650. Ragavachary made objections to the calculations on which this amount was determined, and after a full investigation of the details of the work done, and recalculating the sum due in as favorable a manner as would be right, the total has been found to be 14,120 Rupees, of which Rupees 12,000 are shown under Anicut and Rupees 2,120 under Bridge; but in adjusting the accounts of these two works the charge to the bridge should be raised to Rupees 3,400, and

* Notes on Contractor's Urzi.

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that to the anicut proportionately diminished. Rupees 600, allowed by Lieutenant Shepherd as sundries, have been struck out, and Rupees 2,120 additional have been entered, making a net increase of Rupees 1,520 on this account.

6. The sums passed, claimed, and proposed to be allowed on account of the anicut are therefore as follows:—

Passed by Lieutenant Shepherd. RS.	Claimed. RS. A. P.	Allowed. RS. A. P.
1,20,903	1,29,304 8 0	1,24,557 11 0

7. The Contractor claims Rupees 17,328-6-4 more than the sum of Rs. 30,465 South Channel.

* *Vide* Note No. 5.

by the District Engineer of the transactions connected with this channel show the discreditable and utterly useless way in which the accounts and measurements were kept. Overpayments were made to a large extent on measurements of the same work given credit for two and three times. The evidence adduced by Mr. Randall as to the quantity of work done is conclusive, and in an equitable settlement of the Contractor's claims, in which all mistakes are as far as possible being rectified, much to the advantage on the whole of Ragavachary's balance, measurements which were palpably wrong and which were discovered by Lieutenant Shepherd

Urzi, 9th May 1874.

under the Agreement of the 5th August 1871, and among others for the saving on this south channel the remainder of the work required to complete which was done departmentally for $1\frac{1}{4}$ instead of 2 Annas; there is nothing in the Agreement referred to which would support this claim; on certain specified works savings, if any, were to be allowed to the Contractor, but the tanks and channels are not among them. All the savings will be required to meet excesses, and if they were not the late Contractor has not the shadow of a claim to them.

8. Lieutenant Shepherd passed Rupees 3,981 on account of this work; the Contractor claims Rupees 556-2-0 additional, and Mr. Randall finds that of this sum Rupees 95-9-8 are admissible, as explained in his Note No. 10. I have no doubt the District Engineer is right; the actual depth of foundations has been ascertained; no claims for damage done to particular works, and not included in the lists of items prepared at the time and sanctioned, are admissible, and the claim on account of extra payment for the approaches is manifestly untenable.

9. Out of Rupees 632-2-2 claimed by the Contractor, the District Engineer finds Rupees 99-15-6 admissible. Ragavachary's claims appear to be based partly on mistakes as to facts, and in support of others there is no evidence.

Tricalore Bridge.

10. The Contractor claims Rupees 73-5-0 additional, and Mr. Randall shows that the masonry, valued at Rupees 7-8-0, was not executed, and that in support of Rupees 40 claimed for stone pitching and earthwork there is no evidence; he has also informed me that Mr. Hughes, the Range Officer, states that there is no

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stone where this material is supposed to have been placed. The remainder of the claim, Rupees 26-0-6, has been admitted on apparently good grounds.

11. The claim of Rupees 2,100 additional, made by Ragavachary, is shown to be for the most part on account of work which he did not execute.

Autur Branch Channel.

Mr. Randall's Note No. 6 shows how the account stands, and that, owing to clerical errors, Rs. 41-15-8 more than the sum allowed by Lieutenant Shepherd are due.

12. The next work in the statement on which a claim has been made is this head sluice. Lieutenant Shepherd passed Rupees 167, and the Contractor claims Rupees 493-8-0. Mr. Randall's Note No. 14 shows that this claim is altogether inadmissible. The work was commenced by the Contractor and finished departmentally.

Puriur Head Sluice.

13. Of Rupees 255-4-3 claimed, Rupees 175-15-4 have been admitted. The claim, a very loose one, on account of kunkur in foundations is inadmissible.

Ammenpuzam Calingulah.

14. Of Rupees 160-14-0 claimed, Rupees 156-14-6 have been allowed, being the estimate item of Rupees 200 for the apron, less Rupees 43-1-6 expended departmentally in laying it.

Canam Calingulah.

15. In addition to Rupees 34,193-1-6 passed by Lieutenant Shepherd, Rupees 4,902-12-0 are claimed by the Contractor. The claim is inadmissible, because the matter was settled between Mr. Prince, the Contractor's Agent, and Colonel Roberts; 2ndly, on the merits of the case. The work done by the Contractor was measured, and he has received credit for its full value. I have since, at Ragavachary's request, gone fully into the subject, and he is now satisfied that he would gain nothing were Mr. Prince's settlement set aside, and the work done paid for under the original estimate and agreement. On account of savings however he appears to be entitled to Rupees 324-7-0.

Canam Channel.

16. Rupees 81,023-9-7 were passed by Lieutenant Shepherd on account of this channel, and Rupees 3,800 additional are claimed. This claim is made up of Rupees 2,700 for clearances, which were paid for by Mr. Colquhoun, discussed with Mr. Prince who objected to the deduction made on account of the double payment, and left in August 1871 for settlement on Mr. Hughes' sections, and these show that the deduction made was fair and should stand. The rest of the claim is based on suppositions which are for the most part shown to be erroneous; but items amounting to Rupees 233-6-8 have been found to be due, and have accordingly been allowed.

North Main Channel.

17. The Contractor did not finish this work, and the sum credited on its account by Lieutenant Shepherd was for the masonry only. The Contractor claims Rupees 1,707-8-0 for excavating foundations and baling. He adduces no accounts of either, but he appeals to Mr. Hughes' knowledge of the circumstance, and that officer considers that Rupees 400 for these items, with Rupees 57-9-7 contingencies on the value of work done, should be allowed. Taking into account however that the work was stopped by order that irrigation water might be passed, I have

Yeral Syphon Sluice.

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come to the conclusion that there may be some further claim, and Rupees 500 more may be granted.

18. Against Rupees 851-3-0 claimed Rupees 102-8-7—1-8-0 have been allowed, but in Note No. 21 an omission of $2\frac{1}{2}$ per cent. on Rupees 141-7-8 has been made, Arumugamungalum double Dam. and Rupees 3-8-9 should be added to the entry in column 6 of the statement.

19. Mr. Randall's Note No. 17 explains that the difference between the sum of Rupees 159 claimed and the Rupees 14-11-3 admitted is due to certain repairs Marathony Tank. having been executed with sand, which material had to be removed again. The account is quite clear.

20. The Contractor claims Rupees 15-14-3 and 48-5-9 on account of excavations, being an addition of 4 Annas Marathony and Puttacolum Tank Calingulahs. to the rate of 4 Annas allowed. Such work would have been covered by sundries, but the calingulahs not having been finished by him, the sundries received did not suffice to cover the cost, and it was agreed with Mr. Prince that cost price should be allowed, which apparently not being exhibited in his accounts, Annas 4 have been allowed, and I agree with Mr. Randall that this is ample.

Puttakulum Tank.

21. The value of work done is according to—

	RS.	A.	P.
Lieutenant Shepherd's account	3,517	6	0
Ragavachary's	7,446	1	11
Mr. Randall's account	3,601	11	1 or
	17,427	5	10

the question is, are measurements of work done for which the Contractor was given credit in 1869, but which were not measurements at all but extracts from the estimate for quantities supposed to approximate to the work done, to be taken as final, or is rather the total amount of work done, as actually ascertained, to be the total to be paid for. That Lieutenant Shepherd's practice of giving credit for parts of the estimate quantities was most irregular and liable to mislead is plain enough, and there is nothing whatever to be said in excuse for it. As far as can be judged there is practically no doubt as to the correctness of the account which makes the value of the work done to be Rupees 3,601-11-1, and in an equitable settlement of accounts, I think, no other claim is admissible. Whether the Contractor knew at the time that the measurements for which he was given credit from time to time were not final, and that ultimately these would be deducted from the total of the work done cannot, in Lieutenant Shepherd's absence, be inquired into; but had the Contractor completed his contract he could not have claimed more for these tanks than the amount allowed in the estimate, supposing the work to have been carried out in accordance therewith, so that it would seem to follow that his claim to retain over-payments on certain items of a work, and to receive also payment for work subsequently done, is not tenable. Very possibly a Law Court might decide in Ragavachary's favor on this point; however, the question here is not a legal, but an equitable one, and of course the penalty claimable for non-fulfilment of contract would cover losses due to incorrectness

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of accounts rendered to him by Lieutenant Shepherd. I am of opinion, therefore, that the claim should be admitted only to the extent of Rupees 3,601, the value of the work actually done; Mr. Hughes' examination of the work does not, as the Contractor supposes, support the latter's view of what that work amounted to.

22. Much of the difference between Lieutenant Shepherd's valuation* of the work done by the Contractor on this tank, and the claim made by the latter, is due to the same cause as that mentioned in the preceding paragraph. The

Korumpullam Tank.

* Rupees 11,172-11-7.
,, 13,769-8-7.

final measurements have been carefully made, and that the Contractor was in the first instance given credit for work which had not been done appears to be clear. The claim of the difference of Rupees 2,596-13-0, so far as it appertains to over-payments, is not therefore considered tenable, but Mr. Randall shows that a deduction on account of work, valued at Rupees 544-2-6, is connected with a change of line of the bund for which Ragavachary was in no way responsible, and therefore this part of the claim must be allowed.

23. It appears that the Contractor partly excavated the foundation for the eastern syphon sluice, and completed and commenced laying the foundation

Tricalore Syphon Sluices.

of the western sluice, and at the latter he did nothing further, for the ryots breached the bund at the western sluice, and this affected the eastern also. When the work was sometime after taken up departmentally the western sluice was gone on with, and nothing more was done to the eastern, as it was considered that one would do. The Contractor has received no credit for what he did to the eastern sluice, because the work done would have been covered by sundries had he completed the sluice, and he might have done so had he pleased. It is estimated that Rupees 300 would cover all actual outlay on this work, and, under the circumstances, it is thought that this sum should be allowed, for Ragavachary may argue that the cutting of the bund prevented its completion; and though Government are not responsible for this, and though it might perhaps be shown that the irrigation channels were closed longer than was necessary, and so the Contractor's own delay led to the cutting of the bund, it is not worthwhile, in endeavouring to settle these claims, to object to any that are in any way reasonable. The Contractor asks for Rupees 600, but the amount has apparently not been based upon any actual account of cost incurred.

24. In the statement this item appears under tools and sundries, and to all the other items, as settled by Lieutenant Shepherd, the Contractor makes no

Turfing.

objection, but he claims on turfing Rupees 887 in addition to Rupees 962-14-10 allowed by that officer. It appears that certain turfing was done by the Contractor on the South and Autur channels; that it was measured under Lieutenant Shepherd's orders and subsequently watered departmentally; while ultimately it was rejected by Lieutenant Shepherd on the ground that it had been done when the channels were incomplete, in the hope that the latter might thus be passed as completed. Mr. Randall points out that under paragraph 11 of the Agreement of the 5th August 1871 with Mr. Prince, the re-opening of the question of this item is barred, and he

suggests accordingly that any claim on its account should be admitted only if a full settlement be agreed to. I think, however, that there is good reason for concluding that the Contractor has been hardly dealt with in this matter, and if so, it is only right to admit the claim; for, if the work was not deserving of payment, it should not first have been measured and afterwards watered. The fact that the rate, 3 Annas a square yard, promised by Lieutenant Shepherd, was absurdly high, is nothing to the point in coming to a decision, neither is it material that the expenditure was a waste of money; the Contractor did what he was told, and should be paid for what was ascertained to have been done. It is therefore recommended that this claim be admitted in full.

25. There is a very wide divergence between Lieutenant Shepherd's and the Contractor's accounts of the transactions on this account. One thing is quite clear, and that is that there is no complete record of the quantity of wood supplied to the Contractor, and both he and Mr. Rundall base their calculations on the quantity of brickwork executed at the anicut and north head sluice. Lieutenant Shepherd makes out that the Contractor has to refund Rupees 6,378-2-0, while the latter claims 4,250 additional. It can at once be shown that the Contractor's account is incorrect. He states that the work done for which firewood had to be supplied was cubic yards ... 15,254½ but of this the bridge-work was not in the contract, and a separate and enhanced rate* was allowed for it, which included all charges on its account; so there are to be deducted ... 818½

14,436
the number of bricks to be taken as representing a cubic yard was agreed upon to be 300.
 $14,436 \times 300 =$ bricks 43,30,800
add bricks for cubes ... 49,476
43,80,276
but of the total quantity of work done 6,972 cubic yards were executed with bricks supplied departmentally, and have consequently to be excluded from the Contractor's account: $6,972 \times 300 =$ 20,91,600

22,88,676
A bandy-load of wood was to be supplied for every 1,000 bricks, consequently 2,289 bandy-loads had to be supplied to the Contractor.
In addition to wood for the bricks above noticed, he claims on 43,500 bricks used for constructing temporary north head sluice, but this work was not part of the contract, and he has been paid the rate for the work done, and is not entitled to firewood on its account. Another claim is on 7,35,426 bricks used as soorkee in making hydraulic mortar, but for such mortar an extra rate was allowed, and was proved to be sufficient when discussed with Mr. Prince, consequently there is nothing to support this part of the claim; when the determination however of the quantity of wood supplied to the Contractor comes to be considered, there is no conclusive evidence forthcoming. The Tahsildar of Tenkareî first

reported 3,551 loadssupplied altogether, but on examining vouchers there were none except for 1,999 loads. The Contractor offered to admit all for which receipts could be shown, but it appears that he employed Anicut Maistries and others to do his work, so some of the receipts are not signed by his own subordinates. Again, for bricks manufactured departmentally, an account left by Overseer Hamilton shows that 1,427 loads of wood were received up to the 26th May 1869, while the Tahsildar's account shows only 952 loads, and there is indirect evidence that the Overseer is right. The Contractor's further contention is that some of the wood supposed to have been supplied to him was for the bricks used in constructing the 6,972 cubic yards above-mentioned. There is no possibility of a demonstration now, and consequently the best plan will be to suppose, first, that the wood received was altogether

	Loads.
Up to May, Overseer's Account	1,427
After do. Tahsildar's do.	1,047
	2,474
Deducting from this the wood required for 6,972 cubic yards	2,092
Quantity supplied to Contractor by Tahsildar	332
Add wood supplied by Lieutenant Shepherd and admitted as correct	2,000
Total	2,382
As above shown, work requiring was executed by Contractor	2,289
Difference	93

and this at 2½ Rupees a load comes to Rupees 233, which agrees with Mr. Rundall's account, and errs only, I think, in making out a much less quantity of firewood delivered to the Contractor than was really the case. On the one hand, therefore, Lieutenant Shepherd's proposed deduction of several thousand rupees, and, on the other hand, the Contractor's addition of several thousand cannot be sustained. I do not agree with the District Engineer that the 5 per cent. sundries allowed to the Contractor in the certificate of October 1869 on the 2,000 bandy-loads of firewood purchased by Ragavachary should be allowed to stand. It was clearly an improper allowance and in all probability a clerical error. In these transactions firewood was throughout taken to be worth 2½ Rupees a load. Ragavachary may have given more or less for it, but the fixed rate, and that alone, should be admitted.

26. It appears that originally Lieutenant Shepherd agreed* to supply the Contractor with tools of the value of Rupees 15,000 for the work of the entire contract. Tools were indented for, but delay in obtaining them having occurred the Contractor was allowed to make purchases; the tools so purchased were paid for, received into store and issued to the Contractor, who gave security for their value. On making up the accounts Lieutenant Shepherd claims to recover from the Contractor Rupees 7,300-13-0, on the ground that only the proportion of the whole contract represented by the difference between this sum and the 15,000 allowed for tools for the whole work had been carried out. That such an arrange-

* Ragavachary does not concur in this view, or did not when he thought that a heavy deduction would be based upon it.

ment is equitable I have but little doubt, but the Contractor not unreasonably points out that, in many respects, Lieutenant Shepherd's proceedings were inconsistent with an intention so to adjust this account, and such a want of system and exactness is evident throughout that officer's arrangements, that it is most difficult to arrive at a proper decision in the matter. It is clear, for instance, that the Government ought not to have paid for mason's tools, it is not customary to provide tools for skilled labor, and since the work was taken out of Ragavachary's hands, no such tools have been supplied to the workmen. Mr. Rundall's letter, No. 103, 22nd September 1874, paragraph 8, shows that 21,346 mason's chisels, costing Rupees 6,671-10-0, were purchased, but as they were apparently received into store it is too late to make any objection. Again, the securities lodged by the Contractor on account of tools were returned to him, but manifestly only such portion of these securities has had been covered by the value of work executed should have been given back. There was undoubtedly once a memorandum intimating to the Contractor that only a fair proportion of unserviceable tools would be received from the Contractor at their original value, but that memorandum is not forthcoming. Lastly, a few days after the Agreement of the 5th August 1871 with Mr. Prince, Lieutenant Shepherd furnished that gentleman with an approximate statement, in which it was shown that Rupees 1,000 were due from the Contractor for tools and firewood, while in the final accounts he exhibited the recoveries to be made at for—

	RS.	A.	P.
Firewood	6,378	2	0
Tools	7,300	13	0
Total...	13,678	15	0

It seems to be impossible in the face of so much that virtually amounts to a confirmation of the contention put forth by Ragavachary, to insist upon an adjustment of this account on the, in itself reasonable, basis which Lieutenant Shepherd intimates was intended and agreed upon, but with which his own acts are inconsistent; I recommend, therefore, that no deduction should be made on account of tools from balance due to the Contractor, except as regards sundries allowed originally and manifestly improperly ... Rupees 750 0 0

And the value of accepted tools which have been included in the purchases made from the Rupees 15,000 cannot be paid for a second time „ 218 14 9
„ 968 14 9

The whole 15,000 Rupees will then have been allowed, and nothing more can possibly be claimed by Ragavachary.

27. The District Engineer has allowed Rupees 92-14-7 for 59 cubic yards of stone recovered, which had not been credited to the Contractor. Another claim is Rupees 230 on account of wood for the under sluice shutters. They were not made up by the Contractor, but he supplied the wood, and Mr. Rundall proposes to pay him at the rate for which similar wood was obtained from the Forest Department, viz., 2 Rupees a cubic foot for 105 cubic feet, or Rupees 209-12-6 against Rupees 157-4-6 allowed by Lieutenant Shepherd. This arrangement is

fair. Ragavachary claims for 45 cubic feet additional, but in this as in other cases his quantity is given in round numbers.

28. The Contractor's claim of Rupees 165-0-4 on account of cut-stone is untenable. He says there were about 30 cubic yards prepared, but measurements taken showed 17½ cubic yards, and these are confirmed by the quantity otherwise obtained to complete the work.

29. This was constructed for use while the North Main Channel sluice was under construction. The claims made are for sundries,* which have been disallowed because the villagers excavated the foundations, and, 2ndly, for about 65 Rupees for the construction and removal of a bund. There are no measurements extant, and Mr. Hughes has estimated that it probably contained 272 cubic yards, and that the cost of putting it up may be taken to be Rupees 32, and of removing it Rupees 16, consequently Rupees 48 have been allowed.

30. The claim is on account of work done on the line above the Kadamba tank which was abandoned. The District Engineer proposes to accept the Contractor's quantities, and to give him the rates he probably paid. No measurements were taken, and the claim was first made in the memorandum, No. 8, dated 9th May 1874. If anything whatever is to be admitted, and I think it must be, the contract rates as well as the Contractor's quantities must be allowed. V. Ragavachary claims also any saving on the altered channel when completed. There is nothing to support this claim in the Agreement with Mr. Prince.

31. I have much pleasure in bringing to the favorable notice of Government the careful and altogether very creditable manner in which Mr. Rundall, the District Engineer, has examined into the circumstances of these claims. The task was very difficult and troublesome. Not only had he to determine what were the facts upon very insufficient data, but to ascertain from very conflicting documentary evidence how far the Contractor's claims were admissible and how far incorrect. The Contractor naturally relied upon certificates, given him by Lieutenant Shepherd but certainly incorrect, while this officer's emendations had, it is now evident, been made without sufficient care; and, as it would seem, without sufficiently considering Ragavachary's objections to the results thus obtained. Had these objections been examined in detail, an earlier settlement might have been come to. Lieutenant Shepherd wanted experience, and he should

have received from the Superintending Engineer* much closer supervision and

* Major Prendergast.
much more instruction and assistance than he obtained. All the principal arrangements should have been made by the Superintending Engineer himself in the first instance, and all material points should thereafter have been reserved for his decision. The Contractor was a man of his own choosing, and for a time all would seem to have gone on well, notwithstanding the complex arrangements for supplying the Contractor with bricks, firewood, tools, etc. Afterwards, as was natural, inexactness of conditions and arrangements led to difficulties, and an Agreement which presupposed that everything would go right necessarily collapsed when everything

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had gone wrong. The Agreement was a very advantageous one to the Contractor, he accepted practically no risks, and such being the case the rates were much too high. So far Lieutenant Shepherd is by no means chiefly to blame; the responsibility did not attach to him but to his superior; for however overpayments, nominal measurements, and other irregularities he is very greatly to blame; there is no excuse for an officer putting on record anything which is clearly and plainly not supported by facts, neither can the issue of certificates containing very material errors be overlooked. Much patience and labor have resulted in demonstrating that Lieutenant Shepherd's balance sheet was not such as Ragavachary could be expected to accept. The general result was that Rupees 14,992 were supposed to be due to the late Contractor, whereas his claims to the extent of Rupees 41,073 are now proposed to be admitted; making all allowance for matters on which a difference of opinion would be reasonable, the divergence is very great. It would have been much to be regretted had Lieutenant Shepherd's accounts been assumed to be right without further examination, for then Ragavachary would have been forced to try and obtain what was due to him by other means, and it would have soon been found that those accounts could not be relied on.

PAUVUR,
9th November 1874.

(Signed) JOHN MULLINS, Lieut.-Colonel, R.E.,
Chief Engineer for Irrigation.

P. S.—V. Ragavachary has signed the abstract accounts, which have been prepared in accordance with the foregoing remarks and explanations, and they are now submitted with a recommendation that the payment of the amount shown to be due to the late Contractor may be authorized.

No. 164B.

ORDER THEREON, 7th December 1874, No. 3,443-A.

IRRIGATION, No. 11-A.

THE papers submitted by the Chief Engineer for Irrigation show that the late Contractor for the Streeviguntum Anicut Project Works, having objected to the balance sheet prepared by Lieutenant Shepherd, was requested to make a definite statement of his claims, and this having been done in a series of memoranda, these have been fully examined into by the District Engineer, Mr. Rundall. Subsequently the Chief Engineer for Irrigation has reviewed the conclusions arrived at by Mr. Rundall, and has afforded the late Contractor an opportunity of urging whatever he had to advance in favor of further concessions, with, as a result, the acceptance by V. Ragavachary of the accounts as thus determined and his signature of the abstract accounts exhibiting the variations from Lieutenant Shepherd's proposals, and the amount now recommended to be paid to the late Contractor in adjustment of his claims.

2. The sums considered or admitted to be due to the late Contractor by the several officers who have been concerned in the settlement of these accounts are as follow:—

	RS.	A.	P.
Balance due as shown by Lieutenant Shepherd's accounts	...	...	...
Do. proposed to be admitted by the District Engineer	14,992	7	1
Do. recommended for payment by the Chief Engineer for Irrigation	38,403	8	10
	41,073	8	7

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V. Ragavachary's claims amounted to Rupees 62,290-5-7 more than Lieutenant Shepherd reported to be due, and of this sum Rupees 25,190-1-11 have been passed by Lieutenant-Colonel Mullins, and the rest considered inadmissible.

3. The payment to V. Ragavachary of the sum of Rupees 41,073-8-7 in adjustment of his claims is sanctioned.

4. The investigations which have been made have elicited the fact that a great deal of the difficulty which has been experienced in settling with the late Contractor has arisen from the issue to the Contractor by Lieutenant Shepherd, of certificates containing widely erroneous measurements, which were subsequently corrected or altered without the sanction of the Contractor. Lieutenant Shepherd having, on the completion of his tour of duty in India, quitted the Public Works Department, it will prove difficult to obtain full explanation of the grave irregularities noticed, but a copy of these proceedings will be transmitted to him for any remarks he may have to offer. The Governor in Council agrees with the Chief Engineer for Irrigation's observations that Major Prendergast's share of blame.

5. The large additional amount of four lakhs due to V. Ragavachary will materially affect the total of the project estimated at the District Engineer will, with reference to G. O., No. 3,233 dated 1st December 1874, take care that the explanations to be submitted to the Government in India are full and complete.

6. His Excellency the Governor in Council considers that the thanks of Government are due to Mr. I. W. Rundall for his full and patient investigation of the late Contractor's accounts made by him, which a fair and equitable settlement of them would have been impracticable and the Government would probably have been involved in a suit of a most unsatisfactory kind. In recognition of this service and of the labor which has been devoted to this investigation, the Government resolve to present Mr. Rundall with a sum of Rupees 1,000.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineer, Tinnevely.

To Lieutenant Shepherd.

„ Major Prendergast, Commandant Sappers and Miners.

To the Controller of Public Works Accounts.

„ Chief Engineer for Irrigation.

Exd. S. T. Austin.

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District Eng^r's Office Sinnerelly
Palamcottah 14th November 174

From

J. W. Randall Esquire
District Engineer Sinnerelly

To

Lieut Colonel J. Mullins R.E.
Chief Engineer for Sinnerelly

Sir

I have the honor to return duly
signed by late Contractor Ragava-
chary the Statement and Account
Current, showing the sum due to
him in connection with the Stri-
gundam Ancient Project.

I have the honor to be,
Sir

Yours most Obedt Servant

J. W. Randall

District Engineer
Sinnerelly

Encls - 2

1. Statement
1. Account Current -

No 103

District Engineers Office Simeonville
Salamanca 22^d September 1874

From _____

J. W. Randall Esq. &
District Engineer Lowell

Lo

Lieut. Col. J. Mullins P. E.
Chief Engineer for Irrigation

Lee

I have the honor as directed in your Memo N^o 639 of the 27 Ultimo to forward herewith a statement, detailing Pagavuchan's accounts in connection with the Sheringham Aricut, in the form given in para 2 of your Memo under reply:—

2. I annex hereto an Account Current exhibiting the net result, if my figures be accepted.

3. With regard to the sum of \$891-0-7, referred to in the last part of your para 2, I would beg to observe, that this deduction as made by Lieut. Shepherd consisted

of two items for South Channel. Pupees
649-12-1; for Keelavayal (appears under
"Small Channels" in the statement now sent)

Pupees 241-4-7. The South Channel account has been prepared entirely afresh and my note N^o 5 is devoted to explaining this. The R^o 649-12-1 cannot form a further deduction.

4. Regarding the deduction of Rupees 241.0.7. for the Keelavoykal, I applied to Colonel Roberts R. C. and he informs me that

Encls: 2

1. Statement-

1. Account current.

Doyle August 13 9 9 hours

Q. A. 2159
Show

John D. Indict.

Robert Langford
125. 3729. 8. 11

1877. 177 Do. September
1877. 177 Do. September

Handwritten signature

The Chief Engineer

persecution

Date 6/14/79

Dec. 25 { November 4th.

1

1915
March 27
N. Adams

Chas. W. Johnson

and duty signed by
Doubtless

Contract of Insurance

to statement & showing

Testum duo in unum

understand with the Govt

1871

161111

Mr. 76231

$$\begin{array}{r} 1111111111 \\ 5 \overline{) 555555555} \\ \underline{555555555} \\ 000000000 \end{array}$$

"the sum of Rs. 241-0-7 was given by him
to quit account for that work, and that
"he is of opinion that that account"
cannot be reopened. Para 4 of his letter
No. 3823 of the 8 December 1873 to my address.

5. In like manner, I have refused
to entertain the Contractor's further claims
for the Kanam Channel. Vide our note No. 29.

6. With regard to the "Tools" I have not
in the present statement deducted the
sum which Lieut. Shepherd has shown
to be recovered from the Contractor. I
would beg with reference to the remarks
in your Memo under reply to point out
that as stated in my note No. 2 the
Contractor purchased the tools which
were received by Lieut. Shepherd and
immediately issued for work.

7. The Agreement regarding the tools
was subsequent and extra to the main
Contract for the work of the Project.
That Ragavachary was originally re-
sponsible for the return of the Tools, is
proved by the fact that securities for
their due return were given by him
to Lieut. Shepherd. If we could prove
that the particular security we still
hold, an Oriental Bank Corporation
Deposit Receipt for Rs. 7,500 now
amounting with interest to Rs. 8,947-2-
was

was given and held on account of Tools
that would I think determine our right
to the deduction. This however I regret
to say we cannot prove --

8. The sum allowed in the Estimate
was Rs. 15,000 for Tools and Lieut.
Shepherd allowed Ragavachary to
purchase up to that sum, quite in-
respective (as it seems to me) of actual
requirements. Thus there were no less than
21,346 mason's Chisels, costing Rupees
6,671-10-0, purchased.

9. Supposing this enormous number to be
necessary for the completion of the work,
the issue of the total number purchased
at the very commencement of operations
was a great mistake.

10. All work done since Ragavachary's
contract was cancelled has been done
by Contractors who provided their own tools.

11. The payment has been made and
though practically it was dead loss, I do not
see how any portion of that loss can be
recovered from Ragavachary. Still the
question is one open to discussion. You
have before you Lieut. Shepherd's views
and the Advocate General's opinion on them,
and I have given all the facts as far as
the papers in my possession exhibit them.

12. I quite agree with the opinion
requiring

regarding the North Santos as expressed in
your para 4; but in order to show him
the accounts stood, whether previous measure-
ments were accepted as correct, or not, I
prepared the alternative accounts embodied
in my notes. In the statement now
sent only the sums due on the later and
correct measurements are allowed to
the Contractor

13. Column 6 contains all items which
whether claimed or not in the 25 papers
dated 9: May 1874 sent in by Ragu-
vachan, have been found to be due
to him.

I have the honor to be
Sir
Your most Obedt servant

L. W. Randall
District Engineer
Sincerely

ending the North Lankas as embodied in
now how
is measure
not, I
embodied
I was

To Govt. 14712 B72 10/11

N^o 103
From N^o 1797
The District Engineer
Tinnevely
To The Chief Engineer
Irrigation

Dated 22nd
Re: 28th September/74

Encls. 2

Towards a statement
detailing Pagavachamp
accounts in connection
with the Sheerghundam
Anicut.

Mr. 7425/74
P. 77 Dec 1874
In B. N^o 146 A.

Translation of an order from
Pagavachamp to J. W. Prindall Esq.
District Engineer, Tinnevely.

With reference to your order to sign
the Contract Certificate relating to the
S. A. P. I herewith give my reasons for
objecting to do so.

1 I am willing to sign Bills prepared
according to the settlement arrived on the
mutual consultation of Colonel
Roberts, yourself and Lieutenant Shep-
herd with my Agent Mr. Prince on the
5th August and which has also been ap-
proved by Government.

2 With regard to my signing the Bills
subsequently prepared by Lieutenant
Shepherd during the absence of myself
and my Agent making deductions in the
amount of the former Bills, when I asked
you to correct such errors as I might
point out and prove to your satisfaction
you stated that you were not authorized
to do so by Government.

3 With reference to what I was asked
whether I would consent to the settlement
by arbitration, I am willing to consent
a settlement come to by you and Colonel
Roberts together after keeping me with and
referring to the records.

As

1849, Jour de l'été
H. Blazquez la rue.

[Faint handwritten notes at the bottom of the page, likely bleed-through from the reverse side.]

[illegible][illegible][illegible][illegible]

(Free copy)

Wm. Randall

District Engineer
Sinnott

No 79 District Engr's Office, Tinnevely
Camp Courtallum, 17th August 1874.

From,

J. W. Randall Esquire
District Engineer, Tinnevely

To,

Lieut. Colonel J. Mullins R. E.
Chief Engineer for Amigation.

Sir,

I have the honor to acknowledge the receipt
(on the 15th instant) of your Memo No 569 of the
5th instant requesting the preparation of certain
Statements regarding the accounts of late contractor
Ragunachary.

2. I should have forwarded with my letter of
the 23rd ultimo a Statement giving the totals of
the extra sums to be paid, had my Report been
final, but as I was only placing the information
extracted from the ancient records and accounts
before Government with a view to obtain orders
on the various items in dispute, I thought it
would be premature to make out the abstract
you now call for.

3. On some items, I do for instance, I
could not make any definite suggestion; on
others (the North Tanks) I have made alternative
accounts, please therefore give me further instruc-
tions as regards the sums to be entered in State-

ment No 2.

4. In Statement No 3, you require I suppose

28/10/73

Forwarded in letter to Mr. Mullins

for District Engineer, Tinnevely

and Mr. Mullins

etc etc.

To Mr. Chief Engineer

for Amigation & etc.

P. S. 27th Dec 1874

In B. N. 116. 27

(Copy of Ragunachary's

charges with translation)

100/2423/74

3/1/74

the sums claimed by Ragavachary in his 25th Memorandum of the 9th May to be entered. The original papers are however with you, & I cannot prepare this statement till they are returned or I receive a printed copy of them.

5. On the receipt of the instructions asked for in para 3rd of Ragavachary's Memorandum, I will make out the statements you require, and as you mention that a tabulated ^{form} might be used please inform me whether that given below meets your wishes.

1	2	3	4
Item of Estimate.	Amount due to contractor as shown in accounts prepared by Lieut. Sheph. Therd.	Additional amount claimed by contractor in his Memo dated 9 th May 1874.	Amount to be allowed to contractor as corrected by Dist. Engineer.

6. In column no 2 would be entered the totals of Lieut. Shephard's Bills for each item, as revised by him previous to his leaving, and entered in Certificates nos 23 & 24.

7. In column no 3 would be entered the sums claimed in addition by Ragavachary.

8. In column no 4 the total of each item as revised by me.

9. I would also include subsequent measurements and thus complete the account up to date.

10. In the above form the accounts under each item could be clearly exhibited, and such an account, with or without column 3, would of course

course have to be prepared before the bon-tractor is paid up.

I have the honor to be
Sir

Your most obed^t Serv^t

L. W. Rindall

District Engineer

28-1

The District Engineer, Tinnevely, has prepared a statement showing for the several items of the Srivijuntum Ancient works the value of the work done by the late Contractor Paparayah, the additional amount claimed by the latter, and the result of the investigation of the several claims.

Excavations.
Ancient Foundations.
Mr. Randall's
Museum. Pl. 3.

In this case.

Lieutenant Shepherd's valuation
is Rupees — 4836-5-

Contractors claim ————— 9,069-5-

W^m Cundall's valuation - 6,529 -

There is no means of settling conclusively this item. Some manifestly incorrect measurements, for which the Contractor was given credit were passed in September 1869 by Lieutenant Shepherd, who afterwards discovered the error and made a correction to which the Contractor objected then and continued.

22 Nov 1574

Dep
The District Registrar

Handwritten: Recd. 27 Dec. 1874

1790
The Chief Justice

Indagation.

W. A. Webb
Aug 22 25
August 1874

20. 7. 79.
B. & D. 1888

Requests to furnish him
with further information
regarding the progress
of the late estate
-ments of accounts of
late London for Regam
-change Mr. J. B. V.
6/7/74.

continued to object. Mr. Rendall notices that the original estimate allowed a somewhat larger quantity of excavation than that deducible from the section of the river before the Anicut was built: to the former has been added the quantity taken out for the extra depth at which the foundations were laid, and the total thus found has been suggested as that which should be admitted - This gives the Contractor Rupees 1692-11-0 more than Lieutenant Shepherd's valuation, and appears to be a fair way of adjusting this item.

3. On Brick and Chemam work executed with bricks supplied to the Contractor by Lieutenant Shepherd, the Contractor claims Rupees 2562 additional, and Mr. Rendall proposed to admit this

2
this claim on the ground that Lieutenant Shepherd deducted 2 Rupees per Cubic Yard as the value of the bricks, whereas 1-12-8 was the value under the terms of the Agreement. This item therefore may be allowed.

4. The Contractor's claim of Rupees 1606-2 under this head really appertains to the Bridge, and in that item it has been adjusted. The Anicut masonry has cost more than the estimate, and there are no savings therefore that can be claimed by the Contractor under clause 8 of the Agreement 5th August 1871.

5. The Contractor has made no specific claim on this, but in his urree of the 9th May 1874 leaves the value of the work done to be settled on the principle noted in Art. 8 of the terms of the agreement.

agreement dated 5th August 1871. The District Engineer finds that the total sum to be allowed for baling done by the Contractor is Rupees 13,650. Ragavachary made objections to the calculations on which this amount was determined, and after a full investigation of the details of the work done, and recalculating the sum due in as favourable a manner as would be right, the total has been found to be 14,120 Rupees, of which Rupees 12,000 are shown under Amicut, and Rupees 2,120 under Bridge, but in adjusting the accounts of these two works the charge to the Bridge should be raised to Rupees 3,400, and that to the Amicut proportionately diminished. Rupees 600 allowed by Lieutenant Shepherd as Sundries have been struck out, and Rupees 2,120 additional have been entered, making a net increase of Rupees 1,520 on this account.

6. The sums paid, claimed, and proposed to be allowed on account of the Amicut are there fore as follows.

Rupees.	Paid by Dist. Engineer	Claimed	allowed.
120,903	129,304-8	124,557-11	
The Contractor claims Rs 17,328-6-4 more than the sum of Rs 30,465 admitted by Lieutenant Shepherd and			

South Channel

* Vide Note No 5.

Hydrabad 9th May 1874.

and Mr. Randall allows Rupees 741-11-5 only in addition. The summary given by the District Engineer of the transactions connected with this Channel show the discreditable and utterly useless way in which the accounts and measurements were kept. Overpayments were made to a large extent on measurements of the same work given credit for 2 and 3 times. The evidence adduced by Mr. Randall as to the quantity of work done is conclusive, and in an equitable settlement of the Contractor's claims, in which all mistakes are as far as possible being rectified, much to the advantage on the whole of Ragavachary's balance, measurements which were palpably wrong and which were discovered by Lieutenant Shepherd to be so must be rectified. Ragavachary asks for all savings on tanks and Channels under the agreement of the 5th August 1871, and among others for the saving on the South Channel the remainder of the work required to complete which was done Departmentally for 1st instead of 2 annas. there is nothing in the agreement referred to which would support this claim; on certain specified works savings if any were to be allowed to the Contractor, but the tanks and channels are not among them. All the savings will be required to meet expenses and if they were not

not the late Contractor has not the shadow of a claim to them.

8. Lieutenant Shepherd passed Rupees 3981 on ^{Kulasegaraputnam} Bridge account of this work, the Contractor claims Rupees 556-2-0 additional, and Mr. Randall finds that of this sum Rupees 95-9-8 are admissible, as explained in his note N^o 10. I have no doubt the District Engineer is right. the actual depth of foundations has been ascertained; no claims for damage done to particular works, and not included in the lists of items prepared at the time and mentioned, are admissible, and the claim on account of extra payment for the approaches is manifestly untenable.

9. Out of Rupees 682-2-2 claimed by the Contractor, the District Engineer finds Rupees 99-15-6 admissible. Pagavachari's claim appears to be based partly on mistakes as to facts, and in support of others there is no evidence.

10. The Contractor claims Rupees 73-5-0 additional ^{Kudamukha Head} Sluice. al, and Mr. Randall shows that the masonry valued at Rupees 7-8-0 was not executed, and that in support of Rupees 40 claimed for stone pitching and earthwork there is no evidence; he has also informed me that Mr. Hughes, the Range officer, states that there is no stone where

Autur Branch Channel.

where this material is supposed to have been placed. The remainder of the claim Rupees 26-6 has been admitted on apparently good grounds.

11. The claim of Rupees 2100 additional made by Pagavachari is shown to be for the most part on account of work which he did not execute. Mr. Randall's note N^o 6 shows how the account stands, and that, owing to clerical errors, Rupees 41-15-8 more than the sum allowed by District Shepherd are due.

12. The next work in the statement on which a claim has been made is the head sluice. District Engineer Shepherd passed Rupees 167, and the Contractor claims Rupees 493-8-0. Mr. Randall's note N^o 14 shows that this claim is altogether inadmissible. The work was commenced by the Contractor and finished Departmentally.

13. Of Rupees 255-4-3 claimed, Rupees 175-15-4 have been admitted. The claim, a very loose one, on account of heaving in foundations is inadmissible.

14. Of Rupees 160-14-0 claimed Rupees 156-14-6 have been allowed, being the estimate item of Rupees 200 for the apron, less Rupees 43-1-6 expended Departmentally in laying it.

be allowed, which apparently not being exhibited in his accounts, annas 4 have been allowed, and I agree with Mr. Randall that this is ample.

21. The value of work done is according Puttiahulam Tank.
to Lieutenant Shepherd's account Rupees 3547-6-0
" Ragavachary's " " 7446-1-0
" Mr. Randall's account { " 3601-11-1
" " " " " 7427-5-0

the question is are measurements of work done for which the Contractor was given credit in 1869, but which were not measurements at all but extracts from the estimate for quantities supposed to approximate to the work done, to be taken as final, or is rather the total amount of work done, as actually ascertained, to be the total to be paid for. That Lieutenant Shepherd's practice of giving credit for parts of the estimate quantities was most irregular and liable to mislead is plain enough, and there is nothing whatever to be said in excuse for it. As far as can be judged there is practically no doubt as to the correctness of the account which makes the value of the work done to be rupees 3601-11-1, and in an equitable settlement of accounts I think no other claim is admissible. Whether the Contractor knew at the time that the measurements for which he was given credit from time to time were not final and

and that ultimately these would be deducted from the total of the work done cannot, in Lieutenant Shepherd's absence, be enquired into, but had the Contractor completed his contract he could not have claimed more for these tanks than the amount allowed in the estimate, supposing the work to have been carried out in accordance therewith, so that it would seem to follow that his claim to retain overpayments on certain items of a work, and to receive also payment for work subsequently done is not tenable. Very possibly a law Court might decide in Ragavachary's favour on this point, however the question here is not a legal but an equitable one, and of course the penalty claimable for nonfulfilment of contract would cover losses due to incorrectness of accounts rendered to him by Lieutenant Shepherd. I am of opinion therefore that the claim should be admitted only to the extent of Rupees 3601 the value of the work actually done; Mr. Hughes examination of the work does not as the Contractor supposes support the latter's view of what that work amounted to.

Forampallam 22.
Tank

Much of the difference, between Recd. Mr. Shepherd's

Shepherd's valuation of the work done by the Contractor on this tank and the claim made by the latter, is due to the same cause as that mentioned in the preceding paragraph. The final measurements have been carefully made and that the Contractor was in the first instance given credit for work which had not been done appears to be clear. The claim of the difference of Rupees 2596.13, so far as it appertains to overpayments, is not therefore considered tenable, but Mr. Rendell shows that a deduction on account of work valued at Rupees 544.2.6 is connected with a change of line of the bund for which Pagavaichary was in no way responsible, and therefore this part of the claim must be allowed.

23. It appears that the Contractor partly excavated the foundation for the Eastern Siphon Sluice, and completed and commenced laying the foundation of the Western Sluice, and at the latter he did nothing further for the ryots - breached the bund at the Western Sluice, and this affected the Eastern also. When the work was sometime after taken up Departmentally the Western Sluice was gone on with, and nothing more was done to the Eastern, as it was considered that

Rupees 11172-117
— 13769-87

that one would do. The Contractor has received no credit for what he did to the Eastern Sluice, because the work done would have been covered by sundries had he completed the sluice, and he might have done so had he pleased. It is estimated that Rupees 300 would cover all actual outlay on this work, and under the circumstances it is thought that this sum should be allowed, for Pagavaichary may argue that the cutting of the bund prevented its completion, and though Government are not responsible for this, and though it might perhaps be shown that the irrigation channels were closed longer than was necessary and so the Contractor's own delay led to the cutting of the bund, it is not worthwhile in endeavouring to settle these claims to object to any that are in any way reasonable. The Contractor asks for Rupees 600, but the amount has apparently not been based upon any actual account of cost incurred.

Surfing

24. In the statement this item appears under Tools and Sundries, and to all the other items as settled by Lieutenant Shepherd, the Contractor makes no objection, but he claims on Surfing Rupees 887 in addition to

Rupees

Rapes 962-14-10 allowed by that officer. It appears that certain turfing was done by the Contractor on the South and Auster channels, that it was measured under Lieutenant Shepherd's orders and subsequently watered Departmentally, while ultimately it was rejected by Lieutenant Shepherd on the ground that it had been done when the channels were incomplete in the hope that the latter might thus be passed as completed. Mr. Rindall points out that under para 11 of the agreement of the 5th August 1871 with Mr. Price, the reopening of the question of this item is barred and he suggests accordingly that any claim on its account should be admitted only if a full settlement be agreed to. I think however that there is good reason for concluding that the contractor has been hardly dealt with in this matter and if so it is only right to admit the claim, for if the work was not deserving of payment, it should not first have been measured and afterwards watered. The fact that the rate 3 annas a square yard promised by Lieut. Shepherd was absurdly high is nothing to the point in coming to a decision, neither is it material that the expenditure was a waste of

Firewood.

25. There is a very wide divergence between Lieutenant Shepherd's and the Contractor's account of the transactions on this account. One thing is quite clear, and that is that there is no complete record of the quantity of wood supplied to the Contractor, and both he and Mr. Rindall base their calculations on the quantity of brickwork executed at the Auster and North head Sluice. Lieutenant Shepherd makes out that the Contractor has to refund Rupees 6378-2-1, while the latter claims 4250 additional. It can at once be shown that the Contractor's account is incorrect. He states that the work done for which firewood had to be supplied was

Cubic yards	15254½
but of this the bridge work was not in the Contract, and a separate and enhanced rate was allowed for it which included all charges on its account,	
so there are to be deducted	819½
	14436

* Rs 5½ a Cyd.

the number of bricks to be taken as representing
a Cubic yard was agreed upon to be 300

$14,436 \times 300$

bricks 43,308,000

add Bricks for Cubes

49,476

43,802,76

but of the total quantity of work done

6972 Cubic yards were executed with

bricks supplied Departmentally, and

have consequently to be excluded from

the Contractor's Account: 6972×300

2,091,600

22,88,676

A bandy load of wood was to be supplied for
every 1000 bricks, consequently 2289 bandy loads
had to be supplied to the Contractor.

In addition to wood for the bricks above

noticed, he claims on 43,500 bricks used for

constructing temporary North head sluice, but

this work was not part of the contract, and

he has been paid the rate for the work done

and is not entitled to be paid on its account.

Another claim is on 7,35,426 bricks used as Sorkhe

in making hydraulic mortar, but for such mortar

an extra rate was allowed, and was proved

to be sufficient when discussed with Mr. Price,

consequently there is nothing to support this

part of the claim.

when

when the determination however of the quantity of
wood supplied to the Contractor comes to be consid-
ered, there is no conclusive evidence forthcoming

The Tahsildar of Junkarai first reported 3551

loads supplied altogether, but on examining

vouchers there were none except for 1999 loads.

The Contractor offered to admit all for which

receipts could be shown, but it appears that

he employed Ancient Maistris and others to do

his work, so some of the receipts are not signed

by his own subordinates. Again, for bricks man-

ufactured Departmentally, an account kept

by Overseer Hamilton shows that 1427 loads of

wood were received up to the 26 May 1869 while

the Tahsildar's account shows only 952 loads,

and there is indirect evidence that the Overseer

is right. The Contractor's further contention

is that some of the wood supposed to have been

supplied to him was for the bricks used in

constructing the 6972 Cubic yards above men-

tioned. There is no possibility of a demon-

stration now, and consequently the best

plan will be to suppose first that the wood

received

received was altogether

upto May Overseer's account — 1127 loads
after — Tahsildar's — do — 1047 —
24711 —

deducting from this the wood

required for 6972 Cubic yards — 2092 —

quantity supplied to Contractor 382
by Tahsildar.

add wood supplied by Lieutenant

Shepherd and admitted as correct — 2000

Total 2,382

as above shown, work requiring was
executed by Contractor — 2,289

Difference — 93

and this at $2\frac{1}{2}$ Rupees a load comes to Rupees 233
which agrees with Mr. Randall's account, and
err only I think in making out a much less
quantity of firewood delivered to the Contractor
than was really the case. On the one hand there-
fore Lieutenant Shepherd's proposed deduction of
several thousand Rupees, and on the other hand
the Contractor's addition of several thousand
cannot be sustained. I do not agree with the
District Engineer that the 5 Percent sundries
allowed to the Contractor in the certificate of
October 1869 on the 2,000 Bandy loads of firewood
purchased by Ragavachary should be allowed to
stand. It was clearly an improper allowance
and

and in all probability a clerical error. In these ¹⁰
transactions firewood was throughout taken to be
worth $2\frac{1}{2}$ Rupees a load. Ragavachary may have
given more or less for it, but the fixed rate and
that alone should be admitted.

Tools.

x Ragavachary
does not concur
in this view, or
did not when
he thought that
a heavy deduction
would be based
upon it.

26. It appears that originally Lieutenant Shep-
herd agreed to supply the Contractor with tools of
the value of Rupees 15,000 for the work of the entire
Contract. Tools were indented for, but, delay in
obtaining them having occurred, the contractor was
allowed to make purchases, the tools so purchased
were paid for, received into store and issued to the
Contractor, who gave security for their value. On
making up the accounts Lieutenant Shepherd
claims to recover from the Contractor Rupees 7,300-
13 on the ground that only the proportion of the
whole Contract represented by the difference be-
tween this sum and the 15,000 allowed for tools
for the whole work had been carried out. That
such an arrangement is equitable I have but
little doubt, but the Contractor not unreasonably
points out that in many respects Lieutenant
Shepherd's proceedings were inconsistent with an
intention so to adjust this account, and such a
want of system and exactness is evident throughout
that

that officers' arrangements, that it is most difficult to arrive at a proper decision in the matter. It is clear for instance that the Government ought not to have paid for masons' tools. it is not customary to provide tools for skilled labour, and since the work was taken out of Ragavachary's hands no such tools have been supplied to the workman. Mr. Pundall's letter No 103-22 September 1874 para 8, shows that 21346 masons' chisels, costing Rupees 6671-10-0, were purchased, but as they were apparently received into store it is too late to make any objection. Again the securities lodged by the Contractor on account of Tools were returned to him, but manifestly only such portion of these securities as had been covered by the value of work executed should have been given back. There was undoubtedly once a memorandum intimating to the Contractor that only a fair proportion of unseizable tools would be received from the Contractor at their original value, but that memorandum is not forthcoming. Lastly a few days after the agreement of the 5th August 1871 with Mr. Prince, Lieutenant Shepherd furnished that gentleman with an approximate statement, in which it was shown that Rupees 1000 were due from the Contractor for Tools and firewood, while in the

the final accounts he exhibited the recoveries to be made at for

Firewood Rupees - 6,378-2-0

Tools ————— 7,300-13-0

Total 13,678-15-0

It seems to be impossible in the face of so much that virtually amounts to a confirmation of the contention put forth by Ragavachary, to insist upon an adjustment of this account on the, in itself reasonable, basis which Lieutenant Shepherd intimates was intended and agreed upon, but with which his own acts are inconsistent; I recommend therefore that no deduction should be made on account of tools from balance due to the Contractor, except as regards sundries allowed originally and manifestly improperly — 750-0-0 and the value of accepted tools which having been included in the purchases made from the ^{Rupees} 15,000, cannot be paid for a second time — 218-14-9

968-14-9

The whole 15,000 Rupees will then have been allowed, and nothing more can possibly be claimed by Ragavachary.

Materials at site
Amount.

27. The District Engineer has allowed Rupees 92-14-7 for 59 Cubic yards of stone recovered — which

which had not been credited to the Contractor.

Another claim is Rupees 230 on account of wood for the under sluice shutters. They were not made up by the Contractor, but he supplied the wood and Mr. Rindall proposes to pay him at the rate for which similar wood was obtained from the Forest Department Vizt 2 Rupees a Cubic Foot for 105 Cubic feet, or Rupees 209-12-6 against Rupees 157-4-6 allowed by Lieutenant Shepherd. This arrangement is fair. Ragavachary claims for 45 Cubic feet additional, but in this as in other cases his quantity is given in round numbers.

28. The Contractor's claim of Rupees 165-11-4 *Puigur head sluice* on account of cut stone is untenable. He says there were about 30 Cubic yards prepared, but measurements taken showed $17\frac{1}{2}$ Cubic yards, and these are confirmed by the quantity otherwise obtained to complete the work.

29. This was constructed for use while the North Main Channel sluice was under construction. *Temporary head sluice* The claims made are for sundries, which have been disallowed because the villagers excavated the foundations, and 2^{ndly} for about 65 Rupees for the construction and removal of a bund. There are no measurements extant, and Mr. Hughes has

has estimated that it probably contained 272 Cubic yards and that the cost of putting it up may be taken to be Rupees 32 and of removing it Rupees 16. Consequently Rupees 48 have been allowed.

Puigur Channel. 30. The claim is on account of work done on the line above the Kadamba Tank which was abandoned. The District Engineer proposes to accept the Contractor's quantities and to give him the rates he probably paid. No measurements were taken, and the claim was first made in the Memo (N^o 8) dated 9th May 1874. If anything whatever is to be admitted, and I think it must be, the Contract rates as well as the Contractor's quantities must be allowed. Ragavachary claims also any saving on the altered channel when completed. There is nothing to support this claim in the agreement with Mr. Prince.

31. I have much pleasure in bringing to the favourable notice of Government the careful and altogether very creditable manner in which Mr. Rindall, the District Engineer, has examined into the circumstances of these claims. The task was very difficult and troublesome. Not only had he to determine what were the facts upon very insufficient

data, but to ascertain from very conflicting documentary evidence how far the Contractor's claims were admissible and how far incorrect. The Contractor naturally relied upon Certificates given him by Lieutenant Shepherd but certainly incorrect, while this officer's emendations had, (it is now evident, been made without sufficient care; and, as it would seem, without sufficiently considering Ragavachary's objections to the results thus obtained. Had these objections been examined in detail, an earlier settlement might have been come to. Lieutenant Shepherd wanted experience, and he should have received from the Superintending Engr. ^{Major Canderogast} much much closer supervision and much more instruction and assistance than he obtained. All the principal arrangements should have been made by the Superintending Engineer himself in the first instance, and all material points should thereafter have been reserved for his decision. The Contractor was a man of his own choosing, and for a time all would seem to have gone on well, notwithstanding the complex arrangements for supplying the Contractor with bricks,

13
bricks, firewood, tools &c. Afterwards, as was natural, inexactness of conditions and arrangements led to difficulties, and an agreement which presupposed that everything would go right necessarily collapsed when everything had gone wrong. The agreement was a very advantageous one to the Contractor; he accepted practically no risks, and such being the case the rates were much too high. So far Lieutenant Shepherd is by no means chiefly to blame; the responsibility did not attach to him but to his superior. For however overpayments, nominal measurements, and other irregularities he is very greatly to blame, there is no excuse for an officer putting on record anything which is clearly and plainly not supported by facts, neither can the issue of certificates containing very material errors be overlooked. Much patience and labour have resulted in demonstrating that Lieutenant Shepherd's balance sheet was not such as Ragavachary could be expected to accept. The general result was that Rupees 14,992 were supposed to be due to the late Contractor, whereas his claims to the extent of Rupees 41,073 are now supposed

proposed to be admitted: making all allowance for matters on which a difference of opinion would be reasonable, the divergence is very great. It would have been much to be regretted had Lieutenant Shepherd's accounts been assumed to be right without further examination, for then Rajavachary would have been forced to try and obtain what was due to him by other means, and it would have soon been found that those accounts could not be relied on.

Pauvur — } Wm. Mullins: Lieut. Col. & C.
9th November 1874 } Chief Engineer for the operation.

P. S. V. Rajavachary has signed the abstract accounts, which have been prepared in accordance with the foregoing remarks and explanations and they are now submitted with a recommendation that the payment of the amount should be due to the late Contractor may be authorized.

Wm. 18/11/74

P. M. 1874 Depk.
No. 7423

W. 912 B

From

The Chief Engineer for
Irrigation

To The Secretary to Govt.
P. W. D.

Dated 9th } November
Received 26th } 1874.

Enclosures 6

Note regarding Con-
tractor Ragavachari's
claim in connection
with Strivignam Ancient
works.

16/4/74

No. 3443 A. 7-12-74.

Public Works Department
Proceedings of the Madras Government
Read the following

From The Chief Engineer for } H.E. No. 912 B of 9th Nov/74
Irrigation. }
G.O. No. 3443 A of 7th December/74

The papers submitted by the
Chief Engineer for Irrigation
show that the late Contractor
for the Strivignam Ancient
project works, having objected
to the balance sheet prepared
by Mr. Shepherd, was requested
to make a definite statement
of his claims, and this having
been done in a series of memo-
randa, these have been fully
examined into by the District
Engineer, Mr. Rendell.
Subsequently the Chief Engineer
for Irrigation has received the
conclusions arrived at by
Mr. Rendell, and has
afforded the late Contractor
an opportunity of urging whatever
he had to advance in favour
of further concessions, with
as

28/11

done Mr. Rendell's
conduct to be maintained
on?

I think the
Capt. H. B. ...
det. ...
1/11/74

As a result, the acceptance by V. Rajavachary of the accounts as thus determined and his signature of the abstract accounts exhibiting the variations from Lt. Shepherd's proposals, and the amount now recommended to be paid to the late Contractor in adjustment of his claims

2. The sums considered or admitted to be due to the late Contractor by the several Officers who have been concerned in the settlement of these accounts are as follow

Balance due as shown by Lt. Shepherd's accounts Rs. 14,992.7.1

do " proposed to be admitted by the District Engineer " 38,403.1.10

do " recommended for payment by the Chief Engineer for Irrigation " 41,073.8.7

V. Rajavachary's claims amount to it appears to Rs. 62,299.5.7 more than Lt. Shepherd reported to be due and of this sum Rs. 25,190.1.11 have been paid

by Mr. Robert Mullins, and the rest considered inadmissible

3. The payment to V. Rajavachary of the sum of Rupees 41,073.8.7, in adjustment of his claims, is sanctioned

4. The investigations which have been made have elicited the fact that a great deal of the difficulty which has been experienced in settling with the late Contractor has arisen from the issue to the latter, by Lieut. Shepherd, of Certificates containing widely erroneous measurements, which were subsequently corrected or altered without the concurrence of the Contractor. Lieut. Shepherd having, on the completion of his tour of service in India, quitted the P.W.D. it will probably be difficult to obtain full explanation

of the grave irregularities noticed, but a copy of these Proceedings will be transmitted to him for any remarks he may have to offer.

5. The large additional amount found to be due to V. Ragavachary will materially affect the total of the project estimates, and the District Engineer will, with reference to G.O. No 3231,

dated 16 Novr 74, take care that the explanations to be submitted to the Govt of India are full and complete.

6. His Excellency the Governor in Council considers that the thanks of Government are due to Mr. J. W. Rindell for the careful and patient investigation of the late Contractor's claims made by him, without which

The Chief Engineer is his observations on Mr. Rindell's report of 18/11/74

I suggest that a copy of the report be sent to the District Engineer for his consideration. The District Engineer will be able to advise on the propriety of the claims. The Government will be able to decide on the amount to be paid. The District Engineer will be able to advise on the propriety of the claims. The Government will be able to decide on the amount to be paid.

23/12/74

a fair and equitable settlement of them could have been impracticable; and the Government would probably have been involved in a suit of a most unsatisfactory kind. In recognition of this service and of the labors which have been devoted to this investigation, the Government resolve to present Mr. Rindell with a sum of Rupees 1,000.

By 18/11/74
G.M.

The District Engineer
23/12/74
23/12/74

71423

Govt. of 1874 Madras.

PUBLIC WORKS

To

The *Public Engineer*
Trincomalee.

Dated

Recd.

Encl. 6

G. O. of "Decr." No. 3443A

146/106B

For: *Sept. 1874 B.*

We *Pundell* present
with a sum of *Rs 1200*
in recognition of the
services rendered in
adjustment of the *claim*

Investigation into Ancient
Works. The payment of *Rs*
41073-8-7 to *V. Nagara*
charry in adjustment of
his claims in connection
with the Ancient Works,
mentioned. - A copy of these
Proceedings transmitted
to *Mr. Shepherd* for any
remarks he may have to
offer in regard to the ir-
regularities noticed and