

(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.	96	Press
B.P. No.		Mis.
1896-191		
191A-192		
Dated	14-1-1874	495

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
14th January 1874.*

No. 189. Received letter from the District Engineer of Nellore, submitted through the Chief Engineer for Irrigation, No. 72, dated 25th August 1873, and recorded in G. O., No. 2,473, of the 8th October 1873.

Read also the following:—

No. 190. From Mr. Roscrow, dated 17th October 1873.

No. 191. From „ „ „ 24th „ „

No. 191A. From R. SMITH, Esq., District Engineer, Nellore, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Camp at Podalacoor, 12th November 1873, No. 112.

ADVERTING to paragraph 7 of G. O., No. 2,473, dated 8th October 1873, I have the honour to report that I fear it will be very difficult, if not impossible, to recover the amount overpaid to Mr. Roscrow, if Government will not permit him to be employed on any public work in this Presidency.

2. It would not, of course, answer to allow him to resume work in this district, and I am very likely wrong in suggesting that he should be employed elsewhere, but I do so as he appears to have worked well for the Nellore Municipality, and as I am anxious to recover even a portion of what has been lost.

3. Since the publication of the Government Order* under notice, I have received three letters from Mr. Roscrow regarding his work in these parts, and

* No. 2,473, dated 8th October 1873. stating that he will refund Rupees 1,500 of the overpayments "in about three or four months" if the District Engineer of North Arcot will allow him to proceed with some contract, which it seems he lost there on the receipt of the order prohibiting his employment in any capacity under Government.

4. From what I have been given to understand, regarding the pecuniary resources of Mr. Roscrow, I believe any attempt to recover the amount due by him by legal proceedings would, even if the case was decided in favour of Government, merely swell the amount that has already been thrown away.

5. In conclusion, I beg to observe that, in the event of your considering legal proceedings should be instituted, I trust the Government Solicitor will be instructed to favour me with his opinion on the leading points of the case. No bond of any kind appears to have been executed by the contracting parties, although an "agreement" is alluded to in the specification; the latter is, however, signed by Lieutenant-Colonel Clay and Mr. Roscrow, but as it is not drawn upon stamped paper I doubt of its being recognized in a Court of Law.

No. 192. ORDER THEREON, 14th January 1874, No. 96.

ESTABLISHMENT, No. 13.

THE Government being convinced that any further employment of Mr. Roscrow as a Contractor would be likely to lead to additional loss, and that his neglect to effect a satisfactory settlement

even supposing him to have been unaware of

Proceedings of the Madras Government, Public Works Department.
14th January 1874.

the way in which the work, which was being done under his contract, was being carried out, disqualifies him for further employment, must decline to sanction the District Engineer's proposition that Mr. Roscrow should be allowed to take contracts elsewhere. Indeed, it is apparent that, if he were permitted to undertake any work at all, it would be proper that he should first finish the work on the Survapully Channel.

2. The District Engineer's statement in paragraph 4 of his letter as to Mr. Roscrow's resources is altogether too indefinite; but, if correct, it would be an additional reason, were any wanting, against his re-employment. For the present, however, the Government will defer ordering any legal proceedings to be taken against the late Contractor.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineer, Nellore.

.. Chief Engineer for Irrigation.

To Mr. Roscrow.

Exd. S. T. Austin.

Spare Copies

Copies of Testimonials

(1)

Mr. Roscrow has worked under me as a building contractor during the past 2 years, and has given me satisfaction.

(Sgd) H. W. Wood.

Capt. R. E.

Ex. Engineer

Bangalore

Sept. 1870

(2)

Nellore

29th Jan'y 72

Sir

Giving letters of recommendation is rather out of my line and I admit that I trust nothing to such letters given by others unless I happen to know the writer and esteem his opinion. Nevertheless if you think it will do you any good as I have had some connection with you during the past year I have no objection to say, that as far as I can judge I believe you are a fair dealing man, and will do justice,

my entire Satisfaction.

200-15 (Sg). Alexander O. Flay.

Major.

Welling

Dr. Inspect

April 15th 1872.

1. *S. bellone* Range.

justice to contracts submitted to you. Acting
on this opinion I have advised our Municipality
to give you the maintenance of our roads but you
I have also been anxious that the D. P. W. should
give you contracts in preference to the ordinary
native contractors who are almost always in
league with the Subordinates of that Dept.

I can say too, that you have acquired the reputation among those you employ of being a good paymaster.

Yrs faithfully.
L. Russell

Mr. A. P. Rowland
Contractor

1-1 G. Vanapne
Collector of letters

Bellevue

(3)

This is to certify that during the past 15th months
the bearer Mr. Roscoe has undertaken several
travels for me in contact, and has invariably
carried them out in a liberal spirit, and to
my entire

To

His Excellency Lord Hobart
Governor of Madras

May it please your Excellency,

The humble petition of your Petitioner Shant

I. That your Petitioner was employed as a Contractor
in the early part of the year 1872, in the Execution of
Kellere District.

II. That for the Execution of this work viz Rubble Filling
the Sarsapally Channel, Kellere District, your Petitioner
arrangements in the collection of Materials &c and the Supp

III. That in the carrying out of the Contract your Petitioner
consequence of an offer elsewhere took permission of the
Major for leave which was granted.

IV. That during the Six Weeks your Petitioner was away
were engaged in 'Revetting' the Channel, under the
Supervision of a Government Master and an Overseer

V. That shortly after the return of your Petitioner
slightest notion of anything being amiss, it was brought
there was some fault in the work, which was according

Pr. 6866/73
1/14-1-74

Bangalore

17th October 1873

To

His Excellency Lord Hobart

Governor of Madras

May it please your Excellency,

The humble petition of your Petitioner sheweth.

- I. That your Petitioner was employed as a Contractor under Government in the early part of the year 1872, in the execution of some work in the Bellary District.
- II. That for the execution of this work viz Rubble Filling the Sides of the Saraspally Channel, Bellary District, your Petitioner made all arrangements in the collection of Materials &c and the supply of workmen.
- III. That in the carrying out of the Contract your Petitioner had occasion in consequence of an offer elsewhere, to ask permission of the Range Officer, Major Play for leave which was granted.
- IV. That during the Six Weeks your Petitioner was away, his workmen were engaged in 'Erecting' the Channel, under the immediate Supervision of a Government Mistry and an Overseer.
- V. That Shortly after the return of your Petitioner who had not the slightest notion of anything being amiss, it was brought to his notice that there was some fault in the work, which was accordingly taken away by Mr Lyons, acting for him for the Range Officer who was on leave.
- VI. That on the matter subsequently being referred to Mr Smith, Supt. Engineer, he after a close enquiry felt satisfied that no blame was attached to your Petitioner, a satisfaction he expressed in words to the following effect.

Ms. No. 96-14-1-74
P.M. 6866/73

Order, without which your Petitioner whose sole and only
Trade & Profession is civil engineering will be reduced to a deplorable
State of beggary and starvation, without any hope or chance of
supporting the helpless charges depending on him; for which your
Excellency's Petitioner will be sincerely thankful; and which
he shall always cherish as a memento of your Excellency's just
and charitable Administration

Your Excellency's obedient Servant

A. Roseray

Civil & Mechanical Engineer

the following effect: I quite exonerate you Mr. Roseray of all blame, and
consider you more sinned against than sinning!

VII. That after the lapse of a short time Mr. Smith wished your Petitioner
either to refund Rs 3500 or thereabouts, though then there was money due
to about Rs 3000, for work completed, or to pull down what had been done
and rebuild it.

VIII. That your Petitioner - not being in a position to do so, stated that if he
got any more work a certain percentage should be deducted till the claims
of Govt were met, when if it so pleased the work may either have been
continued or stopped.

IX. That since then your Petitioner has not received any communication
either directly or indirectly from Mr. Smith, though a year has elapsed, since
the above affair having taken place about November 1872.

X. That your Petitioner was only apprised of an order of your
Excellency's Govt prohibiting him from being employed in any contract
or in any other capacity on the 15th of October 1873, after having been
engaged in the North West District & for which your Petitioner has made
a large outlay.

XI. That your Petitioner begs humbly to submit testimonials to your
Excellency's favorable consideration with the view of attesting his
uprightness & honest dealing of your Petitioner; and further your Petitioner
is even now willing to accept Govt work under the condition in Para VIII.

That your Petitioner is a European, with a wife and four children; and that under all these
circumstances your Petitioner begs that his case may be taken
into favorable consideration, and that the leniency of your
Excellency be extended to him by a gracious order of the

Mr. Percrow executed a good many works for the Nellore Municipality during 1871-72 & 1872-73, & during the latter year he had the Contract for the repairs of the 28 Miles of Road within Municipal limits. His performance was quite satisfactory and especially in the matter of the Road repairs, the Contract for which could not be drawn up in a very binding form, he gave very good measure of the money he received, and certainly treated the Municipality in an honorable manner.

21 October 1873
 Signed J. Vansagnew
 President
 Municipal Commissioner
 Nellore

Oct 4/94

Calcutta

21 Oct 73

Transferred Art-
 Machine & the
 Secy Secy P. N. Sept-

Approved

A. J. Loring

General Secy

P. P. 1893
 P. P. 1893
 No 10866

From

Mr. J. Percrow

Civil & Mechanical
 Engineer

Noted 17 October 1893
 Regd 19 November 1893

Emil

Carrying

that the rates
 prohibiting his
 employment as
 a Contractor may
 be received.

No 190

No 10866

Bangalore

24th

To

The Secretary to Government.

Sir,

P. W. Department.

I received a Memo from you this day in
my Petition to His Excellency Lord Roberts had been forwarded
and as there are a few points necessary to throw light on the
my Petition, I beg to bring them to your kind consideration;

(1) The work found fault with by Mr R. Smith, Super-
was inspected and measured by both the Inspector Mr S.
Range Officer Major Play and paid for

(2) At the time when Mr Fox, the Supervisor near

things
completing
time from
to the 8.55
Went 1/19
up 7/2
10.50 AM
I was laid up with illness and could not attend; and took
no notice of it, nor was I aware, being under the impression that he
had done his duty, that he had measured my work until his measure-
ment, there being a manifest discrepancy I wrote to Mr Smith
to re-measure, and received a reply to the effect that
the Engineer had gone carefully over Mr Fox's measurements

Bangalore

24th Oct. 73.

To

The Secretary to Government.

Sir,

I. W. Department.

I received a Memo from Govt. this day informing me that my Petition to His Excellency Lord Roberts had been forwarded for your disposal, and as there are a few points necessary to throw light on the matter referred to in my Petition, I beg to bring them to your kind consideration; they are these

(1) The work found fault with by Mr R. Smith, Super Engineer, Melrose, was inspected and measured by both the Officer Mr Smith, and the Range Officer Major Gray, and paid for

(2) At the time when Mr Fox, the Supervisor measured the work done I was laid up with illness and could not attend; and to the effect I wrote to him, nor was I aware, being under the impression that he was shortly after on his way, that he had measured the work until his measurements were all true; there being a manifest discrepancy I wrote to Mr Smith objecting to Mr Fox's measurements, and received a reply to the effect that he (the District Engineer) had gone carefully over Mr Fox's measurements and considered them

present at any one measurement taken and relied on the data furnished him by the Supervisor Mr Fox.

That when the portion of the Channel completed was 41/2, a measurement of the work done was made by the Major Survey, the Range Officer and the Overseer, being present, in the following plan -

Excavations were made to the bottom of the pond at the same time. The plan of the pond was sketched from this spot. The top of Section 1 by this plan the measurements were in some cases near 23 feet, and in others upward, whereas the measurements given in by Mr. H. showed a discrepancy of about 3 feet in some places.

That this discrepancy arose from the style of measurement adopted by Mr Fox, viz. Having taken for granted the uniform slope of the revetting to be $1\frac{1}{2}$ to 1 (when in some places, in consequence of the embankment being originally worked away & filled with silt, the revetment originally laid at $1\frac{1}{2}$ to 1 sunk through the weight of the masonry to a slope of 1.70 or 2 to 1), Sights were then taken all along the channel about halfway up the revetment and the perpendicular height was supplied by $\frac{1}{2}$, the measurement thus obtained naturally fell short.

of finally worked away & filled with
 rivetment originally laid at $1\frac{1}{2}$ to 1 (simile through the weight of masonry
 a slope of 1.70 or 2 to 1), Sights were then taken all along the channel
 about halfway up the rivetment and the perpendicular height was
 multiplied by $1\frac{1}{2}$, the measurement thus obtained naturally fell short
 of the true height. The error was 1.70 or 2 to 1 , and therefore the perpendicular height should
 be multiplied by 1.70 or 2 to 1 , and the thickness of the rivetment added to the
 height into the horizontal thickness.

There are no birds
was not good for
females, good for all
birds and others in
the area. I hope
to see a lot of
yellow birds (d/).

(4) That in consequence of the heavy monsoons which afterward came down, the work completed being 'Rubble Pileting' settled to a certain extent by the water washing out the grit between the interstices: and that therefore the original slope of $1\frac{1}{2}$ to 1 must have somewhere increased -

With the 'Thickness of Section' of the portion below the Stone -

With the 'Thickness of Section' of the portion below the 'Stone-housepett' Bridge as measured by Mr Fox was not correct, since the very same portion of work was measured by Mr Lyons, Range Officer, who was the first to take the work from me, and his measurement made the 'Thickness' 2 inches more, & the extent of Slope about 2 feet more than that of Mr Fox.

(41) This assumed discrepancy was the cause of the Supdtg Engineer saying that I had overdraw Rs 3500 which he requested me to refund. Though there then was about that amount due to me for work completed and not paid for ^{including} ~~works~~ about Rs 1000 for earth work ignored by Mr Smith.

Lastly. When called upon by the Supt's Engineer to make good this amount I claimed a re-measurement (having been paid on Major Clay's & Mr. Lyon's measurements) and I said I would make good whatever the discrepancy should be after the re-measurement by a certain percentage being stopped from other works which may be given time for completion. I was told that I was to make good in a lump sum the whole amount of having the work done in a lump sum. The whole amount of having the work done in a lump sum. The whole amount of having the work done in a lump sum.

works, broke forth in a lump sum the whole loss before
in conclusion.

In conclusion, Sir, they you will kindly refer to the correspondence which has passed between Mr R. Smith the Dist. Engineer and myself which will prove the authenticity of the above statements. Being a European without friends & with little business as my only means of livelihood, the Order which debars me from employment under Govt as a contractor in any other capacity, is a death blow to my prospects. Therefore Sir, I leave my case entirely in to your hands with the full assurance that you will receive ample justice. They also to forward the copy of a 'Testimonial' for work done at this very time for the Municipality of Calcutta which will show that I am not one likely to deprave Government.

I remain, Sir,
Your Obedt. Servant
A. Roserow.

Ch 14

Noted 24th October
Recd 29th Nov 1873
Encl: 1
Mr. J. Roserow
District Engineer
Calcutta
for the authorities
in the Public Works
Department
1873

1873 Nov 14

Dist. Engineer's Office
Camp (P. O. S. 1000)
12th November 1873

Colonel G. R. Walker P. O.
Secretary to Government
Public Works Department
Fort Saint George,
Calcutta

Referring to paragraph 7 of
G. O. No 2473, dated 8th October 1873,
I have the honor to report that,
I fear it will be very difficult,
if not impossible, to recover the
amount overpaid to Mr. Roserow,
if Government will not permit
him to be employed on any Public
work, in this Presidency.
It would not, of course, be

answer to allow him to resume
work in this District, and I am
very likely wrong in suggesting
that he should be employed
elsewhere, but I do so as he
appears to have worked well,
for the Bellows Municipality,
and as I am anxious to recover,
even a portion of, what has
been lost

3. Since the publication of the
G. O. under notice, I have received dated 8th
three letters from Mr. Pocrow, October 1873.
regarding his work in these
parts, and stating that he will
refund Rs 1,500, of the overpayments,
"in about 3 or 4 months" if the
District Engineer, of North Brix,
will allow him to proceed with
some contract, which, it seems,
he lost there, on the receipt of
the order prohibiting his
employment, in any capacity,

under Government
4. From what I have heard
to understand regarding the
pecuniary resources of Mr. Pocrow,
I believe any attempt to recover
the amount due by him, by legal
proceedings, would, even if the
case was decided in favor
of Government, merely swell the
amount that has already been
thrown away.

5. In conclusion I beg to observe
that, in the event of your considering
legal proceedings should be
instituted, I trust the Government
Solicitor will be instructed
to favor me with his opinion,
on the leading points of the case.
No Bond, of any kind, appears
to have been executed, by the
contracting parties, although an
"agreement" is alluded to in the

specification; the latter is, in
honor, signed by Lieutenant
Colonel Gay and Mr. Rowan,
but as it is not drawn up on
stamped paper I doubt of
its being recognized in a
court of law

I have the honor to be
Sir

Your most obedient servant

Smith

District Engineer
Bellevue

10/10/18
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P. O. 1873 Depart
 The District Eng^r
 of Nellore

The Secretary to Govt
 P. W. D. Madras

Dated 12th November 1873
 Received 17th —

No 112

Reports that it will be
 very difficult, if not impossible,
 to recover the amount overpaid
 to Mr. Roscrow, if Government
 will not permit him to be
 employed on any Public
 work.

No 6. 14th Decr/73

12/19/73
 R. C. 16. Decr/73 R 49
 Cir 11. Decr/73 R. 16
 Despatch 17/Nov/73

Copy of the following is
 forwarded to Mr. Roscrow with re-
 ference to his letters of the 17th and 24th
 October 1873.

The Government, being con-
 vinced that any further employment
 of Mr. Roscrow as a Contractor would
 be likely to lead to additional loss,
 and that his neglect to effect a satis-
 factory settlement of his engage-
 ments at Nellore, even supposing
 him to have been unaware of the
 way in which his work was being
 carried out, disqualified him from
 further employment. The Govern-
 ment accordingly decline to allow
 him to take contracts elsewhere,
 especially as his contract for the
 Suvapally Channel work still
 remains unfulfilled.

For. St. George
 Jan 1874

To Mr. Roscrow

Secy: to Government
 P. W. D.

N^o 96 Br. D.
Pro. of the Madras Govt.

Read again letter from the St. Sup^t of
Bellare, submitted thro' the Secy for Migration,
No. 72 of 25 Aug/73 and recorded in G.O. No. 2473 of
the 8th Oct/73

Read also the following
Petition from Mr. Rosecrance (H.C. of 17 Oct/73.)
Letter from — do — (— " — 24 — do /
do - St Sup^t, Bellare (H.C. No. 112 of 12 Nov/73

The Government being convinced
that any further employment of
Mr. Rosecrance as a contractor would
be likely to lead to additional loss,
and that his neglect to effect a
satisfactory settlement of his
engagements at Bellare, even
supposing him to have been unaware
of the way in which the work, which
was being done under his contract,
was being carried out, disqualifies
him for further employment,
must decline to sanction the
District

District Engineer's proposition
that Mr. Roserow should be
allowed to take contracts elsewhere.
Indeed it is apparent that, if he
were permitted to undertake any
work at all, it would be proper
that he should first finish the
work on the Survivally Channel.

2. The District Engineer's
statement in para. 4 of his letter
as to Mr. Roserow's resources is
altogether too indefinite; but,
if correct, it would be an addi-
tional reason, were any wanting
against his reemployment—
For the present however the
Government will defer ordering
any legal proceedings to be ta-
ken against the late Contractor.

29/11/73
G.W.

To The Lt. Col. - Col. -
"Chief Eng. for Dr. -
Dep. Sec. - 15/1/74.

Wm. L. Mumford
a few lines

I am much indebted
 to the kind ladies of
 the Boston Fair for the
 gift of the new
 edition of the
 book of the
 Holy Bible
 which I have
 just received.

His Excellency the Governor
in Council observes that Mr.
Roscow undertook an important
work which, whether wilfully on
his part or otherwise, was executed
in a manner widely differing
from the dimensions required,
and for which he received pay-
ment. The work consisted of
a revetment or pitching of lat-
rite to the side slopes of the
Saravapully channel, and in re-
of this stone a certain thickness

R. C. 16 Dec 1775 A. 19ⁱ
An 11 Dec 1775 A. 16

of gravel was to be placed. Mr. R. Smith, who was at the time Superintending Engineer of the 2^d Division, received information through an anonymous petition that the gravel backing had been omitted in a portion of the work, and an examination, which

para 3 of letter printed in Government Order 18th October 1872 No 2454.

was immediately ordered, showed that out of 20 places in a length of 250 yards, at which the stones were removed, there was no gravel at all in 18, and one to one and a half inches mixed up with the earth at the other two places.

Further examination showed that the pitching as well as the backing had been carried out with a less thickness than was required and had been paid for.

2 Mr. Roscrow appears to have been in Bellare in February when as much of the work as

could

could then be got at was examined, and he was invited to be present but he did not attend, and he appears to have stated indisposition to have been the cause of his absence. It further appears that he was in correspondence with Mr. R. Smith, the District Engineer of Bellare at or about that time. On a letter dated the 22nd of March the District Engineer reported that Mr. Roscrow had been absent from Bellare for some little time, and that his return was doubtful; and he does not appear to have since gone back, though he must have known perfectly well that there were serious differences between the work which he had actually done and that for which he had received payment.

3. Having left Bellare without having ascertained its exactly the circumstances of his

his contract there, it now appears that Mr. Roscrow went to North Arcot and obtained work on contract in that District, a proceeding which he must have been well aware was highly irregular. 4. The Government have no evidence as to the degree of culpability attaching to Mr. Roscrow personally in the first instance, but it is evident that the fact of the Bellare work having been improperly executed should have been deemed by him to render necessary a satisfactory settlement of his contract there before he could be at liberty to leave and undertake contracts for Government work elsewhere. He was responsible for the proceedings of those whom he placed in charge of his contract work at Bellare, and nothing that he has advanced, either in his petition to His Excellency the

17th October 1873.

the Governor, or in his letter to the Secretary to Government Public Works Department in any way, relieves him from that responsibility, or excuses his omission to effect a satisfactory settlement with the District Engineer before quitting Bellare.

5. Taking therefore into consideration Mr. Roscrow's neglect to perform the contract for work on the Survaipully Channel properly, and thereafter to ascertain what was wrong and to amend it, or on the other hand to refund the overpayments made to him, the Government are of opinion that the order prohibiting his employment either in Bellare or elsewhere was just and necessary, and must be enforced.

6. If Mr. Roscrow entertain any doubts as to the complete correctness of the measurements on which Mr. R. Smith's reports have been based, and which should

his a balance against Mr. Roserow of
that Papers 3814-14-b, it is open to him
Arcs to go to hellore and make such
-trac further examination as he may
-ing desire of work which may still
wel be in the state in which he left
H. it.

DMW. Mar. 29/11/73

evid
-fabr
pers
but
of the
impr
have
-pude
settle
befor
have
for by
The
hroce
place
work
that
in his

No. 6866, 6867 & 6842

Govt. of Madras.

PUBLIC WORKS.

To The District Engineer
Mellore

Dated

Recd.

Encl. 2

G. O. 14 Aug 96 No. 96.

✓
Hse. 189 @ 192

Mr. Rosecrance, Contractor.

Declining to modify the order
prohibiting contracts being
in future given to Mr. Ros-
crance and deferring legal
proceedings being taken
against him for the re-
covery of the overpayment
made in connection with
the Irrigation channel
works.