

*Proceedings of the Madras Government, Public Works Department,
4th May 1875.*

Read the following papers:—

No. 76. Endorsement of the Chief Secretary to Government, Financial Department,
dated Fort St. George, 18th March 1875.

Proceedings of the Board of Revenue, dated 24th February 1875, No. 445.

Read the following letter from J. HIOPE, Esq., President of the Local Fund Board,
Kurnool Circle, to J. GROSE, Esq., Secretary to the Board of Revenue, dated
9th January 1875, No. 1:—

In reply to Board's Proceedings,* dated 28th October 1874, No. 7,509, communi-

* Enclosures herewith returned.
† Dated 14th October 1874.

cating an Order† of Government on a letter
from the District Engineer relating to a
petition presented by Gulab Khan, a Local

Fund Contractor, I have the honor to state that, in my opinion, much of the trouble
referred to by Mr. Goodchap in getting the work properly done by contractors, was
due to want of cordial co-operation on the part of Public Works Officers and the spirit
of opposition with which the orders of Government regarding contracts were received by
them—(vide Revenue Board's Proceedings, dated 11th November 1874, No. 3,243.) In
this spirit is Mr. Fraser's letter to Range Officer, dated 17th March 1873, No. 224, in
which he states that, "as the Local Fund Board have decided on appointing contractors,
they are, in my opinion, responsible for the due performance of the work subject to our
inspections; and it seems to me that all we have got to do is to see whether or no the
work is being done according to the specification, and reporting at once any departure
therefrom." Mr. Fraser's statement in his Administration Report, that contracts are
sold by the Board by public auction to men of no skill or experience, is simply incorrect,
the system adopted by the Board being one of tenders and not of auction.

In the present case the facts are as follow:—

In September 1872 petitioner Gulab Khan, in pursuance of an advertisement
published by the Board, tendered for the construction of a bridge on the Rampur Road.
The tender was accepted, and a contract entered into in the form then in use in the
Public Works Department, the usual specification being drawn up by the Range
Officer. Gulab Khan was a contractor of the Public Works Department, and, accord-
ing to the testimony of Mr. Goodchap himself, had executed similar works on the same
road "in a satisfactory manner."

When Gulab Khan commenced the work in October, a man named Sydapet
Mooonesawmy was appointed by the Range Officer to superintend the work.
This appointment was much to be regretted, as Mooonesawmy was one of the
unsuccessful men who tendered for the same work. Moreover, the Treasury
Deputy Collector and the Manager of the Local Fund Board's Office tell me that
they were personally informed by Mooonesawmy, in open cutcherry, on the day the
tenders were disposed of, that the work had been given to him by the Overseer,
but that he was prevented from carrying it out by the action of the Board in inviting
tenders. If my information is correct, as I am assured it is, the statement of Gulab
Khan that the work had been given over to the Overseer to be let out on contract
for the estimated amount can hardly be regarded as "a mere fiction" as stated by
Mr. Goodchap.

In February 1873, after some progress was made and the abutments of the bridge
were nearly finished, the Maistry reported to the Overseer that the contractor was not
doing the work according to specification. The report was sent to the District Engineer,

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who ordered the work to be stopped. These orders were communicated to Gulab Khan by the Range Officer, Mr. Vardon, with an intimation that he would not be permitted to resume the work. Copies of these orders are enclosed, and it will be seen from them that the contractor was not informed of the reasons for which the work was stopped excepting that the Maistry had reported against him. The intimation that his contract would be cancelled was injudicious and unauthorized. Mr. Vardon was at that time at Banaganapalli, not far from the site of the work, and yet he did not think it necessary to inspect the work and tell the contractor personally what the defects were, though I understand it is a standing rule of the department that in such cases instructions should be given in writing. If Mr. Vardon had gone, as he ought to have done, to the place, pulled down bad work, and ordered it to be rebuilt, all the trouble that has since arisen might have been avoided.

On the receipt of orders to stop the work, Gulab Khan complained to the Board against the proceedings of the Range Officer. The complaint was referred to the District Engineer, who informed the Board that the contractor was now allowed to resume the work, and that the latter had promised to conform to the specification in future. The matter apparently ended here. In February 1874, however, the District Engineer reported that he had personally inspected the work in November preceding (three months before the date of his letter), and found that one of the abutments was badly built. On this report the Local Fund Board at once intimated to the contractor that, if he did not pull down the work and rebuild it as directed by the District Engineer, his contract would be cancelled. The contractor petitioned the Board for reconsideration. But the Board rejected the petition and adhered to their former resolution. This was in May last, and the District Engineer has not since addressed the Board on the subject. In the meantime I have received a notice from the Civil Court that Gulab Khan has filed a suit against the Board.

In his petition to Government Gulab Khan alludes to certain bribes received by the Overseer from his partner on a former occasion when similar Local Fund Works were constructed. The accounts produced by him contain the following entries against the Overseer :—

	RS.	A.	P.
Overseer's entertainment...	3	4	6
Milk and sugar for Overseer	0	4	0
Do. do.	0	6	0
Overseer, on account of fees	243	0	0

I have ordered the necessary inquiry to be made by the Divisional Officer into these charges, and will communicate the result to Government.

The foregoing are the facts connected with Gulab Khan's case, but the working of other contracts is equally unsatisfactory, and, as Mr. Goodchap refers to them also, it will not be out of place to give a brief account of them here. Besides the bridge across the Lothu Vagoo, the following works were disposed of by the Board by tenders :—

1. Nine culverts of Cuddapah Frontier Road.
2. The widening of the Nandikanamah Ghaut.
3. The culvert on the Balipatur Vagoo.
4. The culvert of Paniem Vagoo.

No. 1 was given to Hydu Gounda, a Native Maistry of practical experience, who had built several public buildings in Kurnool and holds several testimonials from Engi-

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neers of the Department Public Works as well as Irrigation Canal Company. For some time he was allowed to go on with his work without interruption, and payments were made for work done. In April 1873, however, the District Engineer, Mr. Fraser, went to inspect the road and condemned the line marked by his predecessor as bad, and wanted to alter it. He, therefore, stopped all the works on the road (including, of course, the culverts which he thought were not in right place), and refused payment on the ground that the work was badly done. It should be added that this contractor, who was stated to have turned out bad work, was immediately afterwards asked to take up the contract of certain calingulas on Government tanks in the same taluq.

No. 2.—This work was first given on contract by the Range Officer to a Brahmin Inamdar of Cumbum; but, as the contract was illegal and contrary to orders, the Board cancelled it, and invited tenders. The contract was ultimately given to Govinda Row, an inhabitant of Kurnool, who had formerly taken contracts from the Irrigation Company, and one of whose partners was formerly a Maistry in the Public Works Department. It is unnecessary to state the inconveniences to which the contractors were put from want of co-operation on the part of the Range Officer, Mr. Supervisor Crowe, who (as already pointed out) was disappointed in his hopes of getting the work done by his own contractor. It is sufficient to say that the contractor's work, which consisted of digging a well and metalling the road, was finally condemned, and the contract cancelled. Captain Taylor, who afterwards inspected the work to settle the accounts of the contractor, observed that "he cannot help feeling the contractor has been put to a great deal of inconvenience by the late District Engineer."

Nos. 3 and 4.—These works were given to Maistries who had done considerable work in the Public Works Department and in the Irrigation Canal. They were stopped by the District Engineer on the ground that the design was bad and required alteration, but no alteration was made or proposed. The contractors, however, made no complaint, and after four months' suspension were permitted to resume the work.

Owing to the failure of these contracts, the only ones that have been given out by the Local Fund Board, an impression has got abroad that contractors taking work from the Board cannot succeed; and when the Board lately invited tenders for the construction of a choultry, not one application was received, and the Board was ultimately obliged to ask the District Engineer to carry out the work departmentally.

As the Board are aware, the question of contracts was originally mooted by the Kurnool Board, because it was brought to their notice, among other things, that the Subordinate Officers of the Public Works Department were in the habit of taking their own contracts; but, as for some reason or other, it has now been found impracticable to carry out the present system, it becomes necessary to reconsider the question. In my opinion one of two courses should be adopted; either the present system of giving contracts through the Board should be discontinued, and the Officers of the Public Works Department permitted to do the work in their own way with all the evils arising from such a system, or the Local Board should be allowed to have the work done by other agency as proposed by the Salem Board. The former course would

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require the modification of Section 12 of the Local Fund Act. The latter course I would prefer but for the inconvenience and heavy expenditure it would involve. I am, however, of opinion that a distinction might easily, and without inconvenience, be made in the lower branch of the department. The Taluq Overseers with whom the quarrels usually begin should have nothing to do with Local Fund Works. The number of Local Fund Overseers now appointed by the President might be increased, and a proportionate reduction made in the contribution from Local Funds for Public Works supervision.

ENCLOSURE No. 1.—Copy of a Memorandum sent to Gulab Khan by Taluq Overseer.

ENCLOSURE No. 2.—Copy of an Order sent to Gulab Khan by the Supervisor in charge of the Range.

SUBMITTED to Government with reference to G. O., 14th October 1874, Public Works Department, in which papers connected with a complaint made by Gulab Khan, a Kurnool Local Fund Contractor, are referred to the Board, and they are directed to state their opinion on the action of the Local Fund Board.

2. The action of the Local Fund Board which is alluded to has been in strict accordance with the orders of Government (G. O., dated 7th June 1872, No. 7, Financial Department) and the provisions of the law (Section 12 of the Local Fund Act).

3. All the difficulties of the case were before Government when their Order was passed. They knew that one of the members of the Local Fund Board had written, "I have reason to believe that in several cases the contracts are taken by Officers of the Department under a false name, the necessary voucher being signed by a servant or cooly in their employ, while in other cases a share in the contract or a large percentage on payments is made," and that the Range Officer argued, "I consider that the Department of Public Works are the only parties who are able to judge as regards the competency of a contractor to execute work in accepting the lowest tender." Nevertheless, Government ordered that "contracts for work executed by the agency of Public Works Department" as well as other contracts for Local Fund work should be given by Local Fund Boards.

4. The facts detailed by the Collector seem to the Board to show that the Officers of the Public Works Department in Kurnool instead of receiving this order with submission, and endeavouring to carry out the policy of Government, have done their best to show that they disapprove of the order and prevent the policy from succeeding. The state of things disclosed in the President's letter cannot be allowed to continue, and it is for Government to enforce from their own officers a proper amount of respect for the instructions which they themselves have issued.

(A true Copy and Extract.)

(Signed) H. E. STOKES,
Acting Secretary.

TRANSFERRED to the Public Works Department.

(Signed) W. HUDLESTON,
Chief Secretary.

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No. 77. From W. A. GOODCHAP, Esq., District Engineer, Kurnool, to Colonel G. W. WALKER, R.E., Chief Engineer, Public Works Department, dated Kurnool, 29th September 1874, No. 99.

IN reply to your endorsement, dated 12th August 1874, No. 1,276, on a petition,

1 Gulab Khan's accounts.
1 No. 155, of 19th February 1873.
1 No. 224, of 17th March 1873.
1 No. 1,108, of 23rd February 1874.
1 Extract of Administration Report for 1872-73.
1 Local Fund sheet of 16th May 1874.
1 Do. of 19th Sept. "
1 Petition of Gulab Khan.

8 Total.

dated 10th May 1874, from Gulab Khan, late a contractor employed in this department and now on local works in this district, I have the honor to report that I called upon him to produce his accounts, as also his partner referred to in the petition above recorded. After considerable delay on his part, he called at

my office and represented that he was not on good terms with his partner, and that he could not prevail upon him to make an appointment to attend this office. The particulars in the accounts* produced by

* Herewith forwarded for information.

him were written in Hindustani, and the figures indiscriminately in Telugu, Maharatee, and Hindustani, with no signature or date attached, so I was unable to get it properly translated. He, however, stated that he had no proof to bring forward that the money he referred to in his petition as having been given to Moonesawmy Chetty had really been paid to the Overseer further than his partner's entry in the accounts.

2. On inquiry I find the following are the facts:—

Gows Saib and Gulab Khan entered into an agreement in 1871-72 with the Nandial Range Officer to execute certain minor masonry works on the Rampur Pass Road on the 13th and 25th miles on a schedule of rates which they appear to have executed in a satisfactory manner and received payment, and their accounts were closed. Gulab Khan also supplied in the same official year gravel for the 17th mile of the Rampur Pass Road to form a bed to receive the metalling, but the Range Officer rejected it as it contained too much earth and sand; the contractor, however, screened it, and the Range Officer ultimately passed it, and the gravel was spread on the road, and for which Gulab Khan received payment. These are the works that the contractor states in his petition that his partner kept the accounts for, and in which he entered an item of Rupees 242 as paid to the Overseer. The accounts were closed in 1871-72, and Gulab Khan's petition is dated 10th May 1874.

3. Gulab Khan in September 1872 tendered, through the Local Fund Board, Kurnool Circle, to build a bridge of three arches, each of 36 feet span, across the Lothu Vagoo on the 8th mile of the Rampur Pass Road, and his tender was accepted by the Board† on the 20th October 1872. His

† Vide President of Local Fund Board's letter to the Nandial Range Officer, No. 415, dated 23rd October 1872.

statement therefore in the petition above referred to that the Nandial Range Officer handed over the estimate of Rupees 7,000

for the above work to the Overseer to let out on contract is mere fiction.

4. It appears from the records of this office that the contractor commenced the bridge work about December 1872, and that the Taluq Overseer was the first person

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* Taluq Overseer's letter to the Range Officer, No. 107, dated 14th February 1873.

to bring to notice* that the foundations were not being executed according to the specification, and that the work was bad, both as to workmanship and material; the Range Officer then addressed in letter† to the late District Engineer on the subject, and he observed in a letter, No. 155, dated 19th February 1873, that the Range Officer could stop the work, but subsequently he issued instructions in a letter, No. 224, dated 17th March 1873, not to stop the work (copies of both letters are enclosed). It appears, however, on his inspection of the bridge on the 27th November 1873, he totally condemned the work, and wrote to the President, Local Fund Board, on the subject, No. 1,108, dated 23rd February 1874, copy of which is attached.

5. I encamped at the Lothu Vagoo on the 4th instant, and had some days‡ previously requested Gulab Khan to meet me there which he failed to do; however, the Vagoo was in flood, and I was unable to examine the work done.

6. It appears from the Range Officer's report that the work performed, calculated at the rates entered in the tender, is about Rupees 346, which the contractor admits as nearly correct, and the value of materials collected on the work, as far as I could judge, did not amount to 100 Rupees.

7. I beg to observe that this transaction coupled with the late District Engineer's remarks in his Administration Report of 1872-73 (extract enclosed) is an explanation for the dilatoriness complained of by the Board§ of Revenue in carrying out Local Works by this Department in the Kurnool District, and this is only one, out of many, of the same nature.

The fact of an individual being allowed to do as Gulab Khan has, with an important public work, from October 1872 up to the present time is, in my opinion, very unsatisfactory. The Local Fund Board have taken no final action in the matter further than what the Local Fund sheets of the 16th May, paragraph 3, and 19th September, paragraph 7, of 1874, reveals, which are forwarded|| for reference.

|| To be returned.

8. Taluq Overseer Moonesawmy Chetty has respectfully requested, through his Range Officer, permission to be allowed to take proceedings against Gulab Khan for defamation of character, and to enable him to do so, he begs that the petition herewith returned may be sent back; I would respectfully suggest that his request be granted, as the truth will be elicited in a Court of Law.

No. 78.

ORDER THEREON, 4th May 1875, No. 1,254.

ESTABLISHMENT, No. 8-A.

THE District Engineer's explanation as to the masonry works on the Rampur Pass Road and the metalling work near Panaganapalli referred to in the first part of Gulab Khan's urzee, as given in para-

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graph 2 of his letter, No. 99, of 29th September 1874, is accepted. The statement therein made that petitioner's partner paid Overseer Moonesawmy Chetty a bribe of Rupees 242 is being inquired into by the Divisional Officer; and the Collector promises further report thereon.

2. The Lothu Vagoo bridge work undertaken by the same petitioner after September 1872 is stated to form the subject of a law suit, the result of which will be awaited. It seems to have been corresponded about largely by all parties; but no energetic means taken by any one in particular for carrying out the work, which was totally condemned by the late District Engineer, Mr. Fraser, in November 1873. It is no use recurring to want of co-operation two years ago on the part of a District Engineer now dead and a Supervisor now dismissed. It is understood that a new order of things has been inaugurated. And all that it appears necessary now to say is that the Honorable the Governor in Council looks to the District Engineer and his Range Officers to carry out, whether by contractors selected by the Local Fund Board, or by themselves, or departmentally, whatever sanctioned works are provided with funds in the annual Budgets.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the Financial Department.
" District Engineer, Kurnool.

Exd. A. Grubert.
Spare Copies

N^o 99

District Engineer's Office.

Kurnool, 29 September 1874.

From,

W. A. Goodchap Esq^r J.

District Engineer,

Kurnool.

To,

Colonel G. H. Walker R. E.

Chief Engineer, D. & H.

Madras.

Enclosures.

Sir,

1 Gulab Khan's acc^{ts}.

1 No 155 of 19th Feby 1873.

1 No 224 of 17th March 1873.

1 No 1108 of 23rd Feby 1874.

1 Extract of Administra-

tion Report for 1872-73.

1 Local P. Sheet of 16th May 1874.

1 — do — of 19th Sept 1874.

1 Petition of Gulab Khan.

8 Total.

In reply to your endorsement dated 12th August 1874 N^o 1276 on a petition dated 10th May 1874 from Gulab Khan late a Contractor employed in this Depart-
ment and ^{now} on Local works in this District, I have the honor to report that, I called upon him to produce his accounts, as also his partner referred to in the petition above recorded. After considerable delay on his part, he called at my Office, and represented that, he was not on good terms with his partner, and that, he could not prevail upon him to make an appointment to attend

this Office: The particulars in the accounts produced by him were written in Hindustani, and the figures indiscriminately in Telugu, Maharatee and Hindustani, with no signature or date attached, so I was unable to get it properly translated: He however stated that, he had no proof to bring forward that, the money he referred to in his petition as having been given to Minisami Chetty, had really been paid to the Overseer, further than his Partner's entry in the accounts.

+ herewith forwarded for information.

2. On enquiry I find the following are the facts.

Gows Lakh and Gulab Khan entered into an agreement in 1871-72 with the Nandial Range Officer, to execute certain Minor Masonry works on the Rampur Pass Road on

the 13th and 25th miles, on a schedule of rates, which they appear to have executed in a satisfactory manner. I received payment, and their accounts were closed: Gulab Khan also supplied in the same Official year, gravel for the 17th Mile of the Rampur Pass Road to form a bed to receive the metalling, but the Range Officer rejected it, as it contained too much earth and sand, the Contractor however screened it, and the Range Officer ultimately passed it, and the gravel was spread on the road, and for which Gulab Khan received payment: These are the works that the Contractor states in his petition that, his partner kept the accounts for, and in which he entered an item of Rs 242 as paid to the Overseer: The accounts were closed in 1871-72 and Gulab Khan's petition is dated 10th May 1874.

3. Gulabkhan in September 1872, tendered through the Local Fund Board, Purnoo Circle, to build a bridge of 3 arches each of 36 feet span, across the Lothu Tegu on the 8 mile of the Rampur Pass Road, and his tender was accepted by the Board on the 20 October 1872. His

statement therefore in the petition above referred to, that, the Sandial Range Officer handed over the estimate of Rs 7,000, for the above work, to the Engineer to let out on Contract, is mere fiction.

4. It appears from the records of this Office that the Contractor commenced the bridge work about December 1872, and that the Taluk Overseer was the first person to bring to notice that, the foundations were not being executed according to the specification and that, the work was bad, both as to workmanship

* Vide President of Local Fund Board's letter to the Sandial Range Officer No 415 dated 23 October 1872.

* Taluk Overseer's letter to the Range Officer No 107 dated 14 February 1873.

No 659 dated 17 February 1873.

and material; The Range Officer¹³ then addressed in letter to the late District Engineer on the subject, and he observed in a letter No 155 dated 19 February 1873 that, the Range Officer could stop the work, but subsequently he issued instructions in a letter No 224 dated 17 March 1873 not to stop the work (Copies of both letters are enclosed). It appears however, on his inspection of the bridge on the 27 November 1873, he totally condemned the work, and wrote to the President Local Fund Board on the subject, No 1108 dated 23 February 1874, copy of which is attached.

5. I encamped at the Lothu Tegu on the 4th Instant, and had some days previously requested Gulabkhan to meet me^{there}, which he failed to do; however the Tegu was in flood, and I was unable to examine the work done.

* In a letter dated the 24 August 1874 No 139.

6. It appears from the Range Officer's report that; the work performed, calculated at the rates entered in the tender, is about Rs 346, which the Contractor admits - as nearly correct, and the value of materials collected, on the work; as far as I could judge, did not amount to 100 Rupees.

7. I beg to observe that this transaction coupled with the late District Engineer's remarks in his Administration Report of 1872/73, (extract enclosed) is an explanation for the dilatoriness complained of by the Board of Revenue in carrying out Local Works by this Department in the Kurnool District, and this is only one, out of many, of the same nature. —

The fact of an individual being allowed to do as Gulab Khan has, with an important public work,

* Vide Proceedings recorded in G.O. No 1208 dated 20 July 1874.

from October 1872 up to the present time is, in my opinion very unsatisfactory. The Local Fund Board have taken no final action in the matter, further than what the Local Fund sheets of the 16th May, para 3, and 19th September, para 7, of 1874, reveals, which are forwarded for reference.

* to be returned.

8. Taluk Querees Munisami Shetty has respectfully requested, through his Range Officer, permission to be allowed to take proceedings against Gulab Khan for defamation of character, and to enable him to do so, he begs that the petition herewith returned may be sent back; I would respectfully suggest that his request be granted, as the truth will be elicited in a Court of Law.

I

I have the honor to be

Sir,

Your most Obedt. Servant

W. H. Goodchap
District Engineer

1878

P. W. 1874 4110

From: No. 6188

The District Engineer
Kurnool

To

The Chief Engineer
D. P. W.

Encl. No. 2623/74
No. 99

Dated 29th September 1874
Recd. 3rd Oct. 1874

Enc. No. 8
Encl. No. 2623/74
Report on the petition

presented by Gulab Khan
a L. F. Contractor against
the Officers of the

- Gulab Khan
Encl. No. 300/74
Encl. No. 300/74

Oct. 1875/31

Encl. No. 300/74

No. 340

Memo

25th March 1875

17

The undersigned has the honor to request that the Secretary to the Board of Revenue will be good enough to forward a copy of the order of P. W. D. of 14th Oct. 1874, alluded to in a letter from the President of the Local Fund Board, Kurnool Circle, recorded in Board Pro. No. 445 of 24th Feb. 1875.

Signed/ Ade Scott Major R.E.
Under Secy to Govt
P. W. Dept

To The Secretary to the Board
of Revenue.

No 50 Memo from the Office of the Salug
Overseer of Koilakuntla & Luddapur
Gulab Khan Contractor. — 19

The report of the Mairty that
your work is not according to the specification
was sent to the Range Officer and he
replied on the 17th instant that strict
orders have been issued to stop your
work from further progress. You are
therefore directed to put a stop to your
work. You should write an agree in my
name acknowledging the receipt of this order.

Camp Banaganapally Signed/ B. Moonesamy
22nd February 1873. Salug Overseer.
Koilakuntla.
(True Translation)

L. A. S.
President

ch. et.

Order from the Office of the Municipal
Range Officer to Luddapah Gulab
Khan Contractor of Lathwaga
on the Rampur Road. —

Your reply was received and its contents
understood. —

As the Mistry reported that your
work is not according to the Specification,
orders have been issued to stop your
work. You should understand that
you cannot be permitted to resume
the work. —

Camp Banaganapalli } Signed/ G. S. Vardans.
10th March 1873. } Supervisor in charge of
Municipal Range.

(True translation)

L. K. S.
President

Enclosure in

letter No. 1879

dated 10/3/73

from the Range

Officer. S. S. 122.

Transmitted to the

Secy. S. S. 122.

Per: Secy.

26/3/73

26/3/73

26/3/73

Q. T. L. L. 57/75

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۱۲۱۲	۹۸	روز و دیوار
۱۲۱۳	۹۹	روز و دیوار
۱۲۱۴	۱۰۰	روز و دیوار

[illegible][illegible]

written in Telugu Language.

Mr Vardon Supervisor of Municipal Range had given me some other work & metaling at the 18 mile near Banagaur pally for which I asked the Overseer to mark out my work as I am very anxious to commence the work. he said that he ordered his Maistries to mark out as requested. Subsequently, I asked the Maistries to mark out the work, they delayed about three months.

After 3 months Mr Vardon came to inspect my work and called the Maistries and asked the reason why they did not mark out the work. they said some excuse for which they were dismissed.

There were 2 Maistries appointed to look after my work, who marked out and although I have done my work properly still the Overseer came three and condemned the work. on account of my not paying him money. afterwards the work was completed and received a final bill.

If your honor were to kindly order any one to examine my work and other it will be shown clearly which work will be satisfied. I therefore humbly beg your honor will be pleased to make a proper enquiry. I have sustained a greater loss for not paying them heres -

Para 2. I received a contract in the Local

These are the facts of the case.

Local Fund Board of Bridge of Kothavagoo on the N. S. P. road. This work was handed over to Messrs. Morris & Co. by Mr Vardon to let out on contract for Rs. 7000-0-0.

I and others were entered in the tender after all the bids. but my work came in my favor for Rs. 5300-0-0.

Mr Vardon appointed one Maistry named Mooniswamy to look after my work. who treated me very badly and the work was postponed for about 3 months, after wards the foundation was ready. This is the cause for my not paying them 20 percent.

The Overseer sent a man properly private to cause some injury to me. That was failed and thereby arose a quarrel. This was recorded in the Office of the Banagaur pally Station.

I therefore humbly beg your honor will be pleased to meet my wishes to pay for the work done by me and give permission for this misconduct. I have given several wages to District Engr & Co. but no answer. I beg to remain

Respected Sir,
Your most Obedt & humble
Servant
Sd/- Gopalabham
Contractor -

The work was stopped by Mr Vardon and a year ago, and no payment has yet been paid me for work done.

1100

12/55.

District Engineer's Office.
Kurnool 19 February 1873.

From,

The District Engineer, 33
Kurnool.

To,

The Officer in charge
Kandial Range.

Sir,

With reference to your letter No 559 dated the 17th Instant, I have the honor to state that the matter is very simple:— If Gulab Khan or any other Contractor does not and will not do the work according to the specification and according to your written orders he cannot get paid for it. If he persists in doing the work in opposition to the specification, stop him and all work badly done will be rebuilt at his expense. I shall see the work in question when I go there.

I have &c
Signed / H. Fraser C.E.
District Engineer.

True Copy /

W. H. H. H.
District Engineer

Es. H. H. H.

1. DEL.
MADRAS.
MAY 13.

KURNOOL.
MAY 1.

REGISTERED
OF
1873
11-5-76

Stamp and Register

Government of

MADRAS

MADRAS

1873

No 224.

District Engineer's Office.

Nandial 17 March 1873.

From,

The District Engineer,
Thurmoob.

To,

The Officer in charge
Nandial Range.

Sir,

With reference to your action regarding Contractors appointed by the Local Fund Board, I think you have made a mistake in stopping the work because you considered it the materials bad.

2. As regards the work of such Contractors I am of opinion that the proper course is to have all works carefully planned - and careful specifications written shewing in detail how the work should be done. - That you or the Overseers should frequently inspect the works to see if the specification is being adhered to and that all departures from the specification should be reported to the District Engineer, and a notice to that effect given in writing to the Contractor.

3. As the Local Fund Board have decided on appointing Contractors; they are, in my opinion, responsible for the due performance of the work - subject to our inspections; and it seems to me that all we have got to do is to see whether or no the work is being done according to the specification, and reporting at once, any

* Your letter
no 659 dated 17
February 1873.

J. M. 6/18/74
3

departure therefrom.

I have &c
Signed / H. Fraser C.E.

Dist Engineer.

P.S.

I shall take an early opportunity of
referring the question for the consideration of the
Government.

Signed / H. F.

Dist Engineer.

(True Copy)

R. H. de Chap
District Engineer.

As. H. H. #6

4
M. 1881/4

No. 1108.

Kovilgutta, 23 February 1874.

To,

The President L. F. Board.

Kurnool.

Sir,

I have the honor to inform you that
some time since I inspected the work done
by the contractor Gulab Khan at Lethuragu
of three Arches each Bridge on the Rampur Pass Road. The
of 36 feet span. Contractor was with me at the time. He had
been with me previously, and I had told him
to go on and get the work he had done
cleared of mud and sand so that I might
see it; I was aware that the part of his work
most objected to by the Range Officers and the
Engineers was the earlier portion; the latter,
the east abutment, was said to be much
better done - he was therefore told to clear a
portion of both; but when I came I found
he had exposed only the East abutment, and
he could give no satisfactory reason for not
having laid bare his former work.

2. I regret to be obliged to reject his work, which is about the worst attempt at masonry work I have ever seen; The stones are small, and huddled, not built, together: I had the work taken up here and there with a crowbar, but a boy could have pulled the whole to pieces with his fingers - there is no bond - and what is called Chumam has no hold upon the stones but drops off: when the stones are disturbed: I must reject also the small quantity of materials he has collected.

3. I pointed all this out to the Contractor on the ground explained why I could not pass his work showed to him how unsound it was &c, directed him to take it up - make arrangements for rebuilding (letting^{me} know when he was ready to begin) and in the mean time to procure materials, of which he had really no supply on the ground. I have had 2 or 3 visits from him since to request payment for the work done, which I have refused;

there to come again, and examine his work, which I need not do; and on his last visit I reminded him that if he does not get the foundations in during the dry weather, he will be involved in difficulties again.

4. I believe that the fact is that the man has no means of proceeding with the work, that he is in debt to those who have already supplied him with materials, and that he has not paid his Coolies and thus he cannot get on unless he gets a Considerable sum in advances: - He asks for 1000 Rupees: -

5. The working season, especially for getting in foundations, is the present time, & if this is allowed to pass, the work must stand over for another year: He has been some 7 or 8 months at the work, and all he has done could have been done in one month: the actual building is about a week's work. The Contractor is quite unable to proceed and he is only stopping the way: See the Draft Letter, September 25th, 1872.

I have &c
Signed / W. Fraser Esq
J. H. Esq

True copy

R. H. Goodchap

District Engineer.

Extract from the Administration Report
of the Kilmool District for 1872-73. Para 6.

I am of opinion that the small
expenditure has arisen partly from the action
taken by the Local Fund Board regarding
the letting of Contracts: Up to June 1872 all
contracts were given out by this Department,
Contractors being selected on account of
their skill and previous experience:

In June all this was changed by the
Local Fund Board taking the whole
matter into their own hands, and disposing
of the works "by auction" generally to men
who were totally ignorant of the Construction
of works, and who looked to the Board as
their employers and cared not little about
the opinions or orders of the Range Officers
or Overseers:

I must say I do not regret the
short expenditure so far as the majority

S. M. H. 1872/73

of these new works are concerned, as they exhibit a want of skill in design and construction which is anything but creditable.

Signed H. Fraser C.E.
District Engineer

H. Goodchap
District Engineer

W.H.

14 Aug 1875
in 1875/77.

1875/76

Public Works Department

Proceedings of the Madras Government

Read the following
St. Engr Kurnool. (H.E. No. 99 of 29th Sept 1874)
Pro. of the Board of
Rev. through the
Financial Department (H.E. No. 405 of 24th July 1875)
G.O. No. 1254 of 4th May 1875

The District Engineer's explanation as to the masonry works on the Rampoor Pass Road, and the metalling work near Banaganaval - fully referred to in the first part of Enclah Khan's Vergee, as given in para 2 of his letter No. 99 of 29th September 1874, is clear and satisfactory. The accounts referred

referred to were closed in
1871-72, and as he remarks,
the petition is not brought
forward till May 1874.

The statement therein
made that ^{Petitioner's} partner
paid Overseer Mooney and my
Clerk a bribe of Rs 242
is being inquired into by
the Divisional Officer,
and the Collector promises
further report thereon.

The Lathuragui Bridge
work undertaken by the
same Petitioner after
September 1872 is stated
to form the subject of a
Law suit, the result
of which will be awaited.
It seems to have been cor-
responded about largely
by

by all parties; but no
energetic means taken re-
by any one in particular
- last for carrying out
the work, which was
totally condemned by
the late District Engineer,
Mr Fraser in November
1873. It is no use re-
- carrying to want of
cooperation 2 years ago
on the part of a Dis-
- trict Engineer now
dead and a Supervisor
now dismissed. It is
understood that a new
order of things has been
inaugurated. And all
that it appears neces-
- sary now to say is that
~~His Excellency~~ the
The Governor in Council

look to the District En-
-gineer and his Range
Officers to carry out,
whether by Contractors
selected by the Local
Land Board, or by them-
-selves, or Departmentally,
whatever sanctioned
works are provided
with funds in the
Annual Budgets.

~~Failing which, they must~~
~~expect to incur the~~ I do not add a line to
serious displeasure of the
Govt. and its consequences.

It is remarked that
the action of the Local
Land Board on which
the opinion of the Rev-
-nue Board was requested
was that recorded in
Local Land Sheets of

16th May 1874 para 3, and
19th September para 4 re-
-ferred to in the Dis-
-trict Engineer's letter
No. 99 of 27th September
para 7; which did
not appear to have
been energetic.

Done

To Ind. Dept. ✓

" D. E. Karnool with 2 vols. (2-7 sheets) ✓

Desp. 12-5-75

6185
1835

Govt. of 1875 Madras.
PUBLIC WORKS.

To

The Trial Sept

Dated

Issued

Recd.

Encl.

G. O. of May 1875, No. 1254

Nos.

76-78

Gulab Khan, Local Fund
Contractor, Murnool District.

Passing orders on the subject of
the complaint made by
against a certain Engineer
appointed to superintend the
construction of a bridge on
Rangpur Road.