

(1) Number of pages_____

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MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No.	3624	Press	<i>Original</i>
B.P. No.		Mis.	
Dated	27. 12.	195	
		1875	

Not to be folded or roughly handled

18

*Proceedings of the Madras Government, Public Works Department,
27th December 1875.*

No. 445. Read the following letter from Major H. R. MEAD, R.E., District Engineer, South Arcot, to Major-General G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Cuddalore, 11th December 1875, No. 175:—

I HAVE the honor to report that Kandasawmy Moodelliar, a Contractor, has laid an action against Mr. Garrett, Assistant Engineer, and Soobroya Moodelly, a man who was employed as a temporary Overseer on the Ponnar bridge work, in the Munsif's Court of Cuddalore for Rupees 522-13-9, being balances on account of earthwork and firewood that he asserts are due to him.

1 Copy of letter.
1 Translation of plaint.
1 Do. of schedule or account.
1 Draft answer.

2. I have had application made to the Court, and an extension of time is granted until the 26th of January 1876, so that orders of Government regarding the case may be given.

3. I regret to have to report that, owing to the way the accounts have been kept, &c., that although I have no doubt there is properly little or nothing due to the man, yet the defence will be very difficult.

4. The Ponnar bridge works were under the charge of Mr. Garrett, a young Assistant Engineer, who had no experience and, I must say, was not instructed regarding his duties, and, I have further to add, that I cannot but consider he has been most careless.

5. He was placed in independent charge of the works, and the Range Officer, Mr. Wiffen, was directed to supply him with funds and compile the bridge accounts with those of the range.

6. The following are the facts of the case:—The Contractor was ordered to do earthwork for the ring-bunds to the damaged arches of the bridge; no estimate was made. He began in May, a temporary Overseer, Soobroya Moodelly, being in charge under Mr. Garrett. On the 12th of June a bill for more than 3,000 cubic yards was signed by this man and the Contractor; Mr. Garrett examined the work, took no measurements, but satisfied himself that the man was not entitled to be paid for this quantity of work, but was satisfied that Rupees 156-4-0 of work, or 2,000 cubic yards, had been done, and had a bill for this amount prepared and paid.

7. On the 16th June a fresh in the river occurred, the bund was breached and partly washed away.

8. On the 21st June the Contractor's work was stopped, and another Contractor put on the work.

9. The Contractor presented on the 24th June a second bill (the one he now claims in the Court) for Rupees 16-10-3, being for 4,053 cubic yards, signed by the temporary Overseer, who was dismissed on the 26th June 1875,* this Mr. Garrett declined to pass.

* District Engineer's order, 22nd; Mr. Garrett's order dispensing with his services, 26th June 1875.

10. On the 2nd July Mr. Garrett measured up the pits on the bank and found that they measured 880 cubic yards; as however he was unable to measure up the pits in the river bed, this was not of much use; he did not attempt to measure the remains of the bank.

*Proceedings of the Madras Government, Public Works Department,
27th December 1875.*

11. Mr Garrett reports that he was convinced that the claim was incorrect, and reported to Mr. Norfor, who directed no further payments to be made considering that the Contractor, although he had done more than 2,000 cubic yards, was not entitled to more money, because he had been so slow at the work and also had done it badly and without sectioning it off; the rate paid for the 2,000 cubic yards was Rupee 0-1-3, the full rate for the work.

12. Mr. Garrett, I regret to say, has no measurements and no notes of any value whatever; from the original length of the bund and his memory he states that, making every allowance, he is confident that the Contractor's work did not ever exceed 2,500 cubic yards, and he can show that the claim for 6,053 cubic yards is false.

13. The wood account is, I regret to say, more unsatisfactory than the claim for earthwork. There are two Contractors who made claims that cannot be entertained.

14. Annasawmy Pillay for Rupees 173-12-0, and Kundasawmy Moodely, the plaintiff, for Rupees 169-6-0. They both supplied wood, but I must say that it appears Mr. Garrett took no measures whatever to check the wood accounts.

15. On the 16th April, Annasawmy Pillay was paid for $67\frac{1}{2}$ candies Rs. 92-12-0, and the plaintiff Kundasawmy, on the 12th June, for 470 candies Rs. 587-8-0.

16. On the 24th June they presented each another bill for 139 candies, Rupees 173-12-0, and $135\frac{1}{2}$ candies Rupees 169-6-0, respectively. These bills were signed by the temporary Overseer, who certified to having received the wood; the two last were signed by him 23rd June, at the time of his dismissal 26th June 1875. Mr. Garrett refused to pay these second bills, as he thought the wood account could not be correct; he reported the matter, and Mr. Norfor directed that the wood should be weighed, which was done; but no means taken to separate the two Contractor's accounts.

17. This was done, and the result was that 248 candies were found (131 put into the kiln as it was weighed and 117 candies in hand) in the place of 479 candies, as there should have been had the temporary Overseer's accounts been correct and the wood, as certified by him on the 23rd June, been received.

18. Taking the accounts, there is a balance of $43\frac{1}{2}$ candies that has been received, but not paid for; but it is not known to whom this should be paid, the Contractors' accounts being mixed up together.

19. The defence I would propose is as follows:—

With regard to both claims, that Soobroya Moodelly, the temporary Overseer who was dismissed for these and other irregularities on the 26th of June 1875, was not an authorized agent, and therefore his certificates have no value whatever. With regard to the earthwork, Mr. Garrett who saw the work almost daily can give evidence regarding the work done, but this will not be as satisfactory as would have been had he (as he should have done) measured the work from time to time, and taken notes of the state of it from day to day. His evidence should however show that the claim made now for 4,053 cubic yards is false, and at the most a balance of 500 cubic yards is unpaid for.

20. As regards the wood account, I can only propose that Rupees 54-6-0, the value of $43\frac{1}{2}$ candies, should be paid into Court, and Mr. Garrett's evidence should show that this is the maximum quantity that could be due to the man.

*Proceedings of the Madras Government, Public Works Department,
27th December 1875.*

21. Rupees 54-6-0 should also be paid to the other Contractor, Annasawmy Pillai, in settlement of all demands. I can see no other way of settling the matter, as the wood accounts of both Contractors have been mixed up; the extra price of the wood (Rupees 54-6-0 for $43\frac{1}{2}$ candies paid twice over) must be paid by whoever Government think right to order.

22. I must point out that although it appears to me Mr. Garrett has been very careless and wanting in interest in his work, yet it must be remembered that he was put in charge of a large work when utterly ignorant of even forms; he did not think or know that it was his business to check and examine work, but thought it was sufficient for him to look at it. It is much to be regretted that he was not placed under an experienced Range Officer and shown what he had to do. Mr. Norfor, however, considered he could not do this as he did not think it right to put him under Mr. Wiffen, especially when he would have been unable to attend much to the work as he had the Ponnar Anicut extension work besides the other range duties.

23. I enclose a copy of a letter from Mr. Garrett regarding the transactions, and can only say, as regards the assistance he had, that he had none of, I may say, any value to put him right.

24. Mr. Garrett has been transferred to Tanjore District; in letter No. 172, dated 6th instant, I requested leave to retain him until the 15th January 1876; his presence will be required at Cuddalore on the 26th of January 1876 in order to give evidence. Should it be considered advisable I could employ him on survey work in the district until then.

No. 446. ORDER THEREON, 27th December 1875, No. 3,624.

ESTABLISHMENT, No. 34-A.

His Excellency the Governor in Council cannot approve of any attempt to defend so hopeless a case, the claims put forth in

which derive all their weight from the gross carelessness shown by the officers of Government concerned. Mr. Norfor neither placed his young Assistant under the orders of the experienced Range Officer on the spot, nor took the slightest trouble to fill his place, as was his duty; and Mr. Garrett does not appear to have shown that intelligent interest in his work which is the least that the Government have a right to expect. Any such negligence in future will be attended with most serious results to Mr. Garrett's prospects in the department.

2. The claims now reported on will be compromised at once.

(True Extract.)

(Signed) G. W. WALKER, Major-General, R.E.,
Secretary to Government.

To the District Engineer, South Arcot.

Exd. S. T. Austin.
Spare Copies

D. P. W.
SOUTH ARCOT.

No. 175

Camp

Dated 11 December 1875.

From

The District Engineer,

South Arcot.

To

The Secretary to Government
D. P. W.

Enclosures 1

Sir,

1 Copy of
letter.

1 Translation
of Plaint
of do of Schi-
duh or account
1 Draft-aw-
sum.

I have the honor to report that Kundasamy Meddaliar, a contractor, has laid an action against Mr. Garrett, Assistant Engineer, and Soobaya Meddaly, a man who was employed as a temporary overseer on the Panniar Bridge work, in the Munsiff Court of land taluk for Rs 522-13-9 being balances on account of earthwork and firewood that he asserts are due to him.

2 I have had application made to the Court and an extension of time is granted until the 26th of January/76 that orders of Government regarding the case may be given.

3. I regret to have to report that owing

9. The contractor presented on the 26th June a second bill (the one he now claims in the Court) for Rs 316-10-3 being for 4053 cubic yards signed by the temporary surveyor, who was dismissed on the 26th June 1875. This Mr Garrett declined to pass.

10. On the 2nd July Mr Garrett measured up the pits on the bank and found that they measured 880 c. yards; as however, he was unable to measure up the pits in the river bed, this was not of much use; he did not attempt to measure the remains of the bank.

11. Mr Garrett reports that he was convinced that the claim was incorrect and reported to Mr Norfor who directed no further payments to be made considering that the Contractor, although he had done more than 2000 c. yds, was not entitled to more money, because he had been so slow

* Listt Engr
Mr Garrett
pending in
26th June/75

order 22nd
to order dis-
th his services
75

badly and without sectioning it off; the rate paid for the 2000 c. yds was 1-3 the full rate for the work.

12. Mr Garrett, I regret to say, has no measurements and no notes of any value whatever; from the original length of the bank and his memory he states that, making every allowance, he is confident that the Contractor's work did not ever exceed 2000 c. yds and he can show that the claim for 6053 c. yds is false.

13. The wood account is, I regret to say, more unsatisfactory than the claim for earthwork. There are two contractors who made claims that cannot be sustained.

14. Annasawmy Pillay for Rs 173-12- and Kandasawmy Moodaly, the plaintiff, for Rs 167-6-0. They both supplied wood, but I must say that it appears Mr Garrett took no measures to check the wood accounts.

15. On the 16th April Annasawmy Pillai was paid for 67½ Candies Rs 92-12- and the Plaintiff Kandasawmy on the 12th June for 470 Candies Rs 587-8-0.
16. On the 24th June they presented each another bill for 139 Candies Rs 173-12- and 135½ Candies Rs 169-6- respectively. These bills were signed by the temporary overseers who testified to having received the wood; the 2 last were signed by him ^{23rd June at} the time of his dismissal 26th June 1875. Mr. Garrett refused to pay these 2nd bills as he thought the wood account could not be correct; he reported the matter and Mr. Forster directed that the wood should be weighed; which was done; but no means taken to separate the 2 contractors accounts.

17. This was done & the result was that 248 Candies were found (131 put into the kiln as it was weighed, and 117 Candies in hand) in the place of

479 Candies as there should have been, had the temporary overseers account been correct and the wood as testified by him on the 23rd June been received.

18. Taking the accounts there is a balance of 43½ Candies that has been received but not paid for, but it is not known to whom this should be paid, the contractors accounts being mixed up together.

19. The defence I would propose is as follows:—

With regard to both claims that Sookoyachoodah the temporary overseer who was dismissed for these and other irregularities on the 26th of June 1875, was not an authorized agent and therefore his certificates have no value whatever. With regard to the earth work Mr. Garrett who saw the work almost daily can give evidence regarding the work done, but this will be as satisfactory as would have been had

had he (as he should have done) —
measured the work from time to time,
and taken notes of the state of it
from day to day. His evidence should
however show that the claim made
now for 4053 l. gds is false, and at the
most a balance of 500 Cys is unpaid
for.

20. As regards the wood account I
can only propose that Rs 54-6-— the
value of 43½ Candis should be paid
into Court and Mr Garretts' evidence
should show that this is the maximum
quantity that could be due to the man.

21. Rs 54-6-— should also be
paid to the other Contractor Aina-
sawmy Pillai in settlement of all
demands. I can see no other way
of settling the matter as the wood ac-
counts of both contractors have been
mixed up, the extra price of the wood
(Rs 54-6-— for 43½ Candis paid twice over)

much

must be paid by whosoever Gov^{ts} think
right to order.

22. I must point out that al-
though it appears to me Mr Garrett has
been very careless and wanting in
interest in his work, yet it must
be remembered that he was put
in charge of a large work when
utterly ignorant of every form, he
did ^{not} think or know that it was his
business to check and examine work,
but thought it was sufficient for
him to look at it. It is much
to be regretted that he was not
placed under an experienced Range
Officer and shown what he had
to do. Mr Hooper however con-
sidered he could not do this as he
did not think it right to put him
under Mr Miffen, especially
when he would have been unable
to attend much to the work as he
had the Ponniah Amiah Extension
work

Detailed or daily account shewing the ¹⁷⁹Cubic
Contents of Earthwork executed to the Poniar
Bund

Year + Month		Date				
May 1875	25	Cyds measured	52			
	26	Do	93 ¹ / ₄			
	27	Do	175			
	28	Do	399 ⁵ / ₈			
	29	Do	431 ⁷ / ₈			
	30	Do	886 ¹ / ₂			
	31	Do	231 ¹ / ₄			
	June "	2	Do	665 ⁷ / ₁₆		
		3	Do	754 ³ / ₁₆		
		8	Do	657 ¹ / ₁₆		
9		Do	505 ⁷ / ₈			
10		}	Do	818 ⁷ / ₈		
13						
14						
15		}	Do	470 ¹ / ₂		
22						
23						
		Do	382 ³ / ₄			
		Do	96			
		Total Cyds	6620 ⁵ / ₁₆			
		Cyds for which amount paid	2000			
		Balance	4620 ⁵ / ₁₆			
		Cyds struck off by overseers on different dates	96 ¹³ / ₁₆			
		Balance due	4523 ¹ / ₂			

Balance due Rs 7
 (True translation)
 Signed / C. Kandasawmy Mudali
 in Tamil Filed on the 3 November 1873.
 Signed / C. Ramachandra Iyer
 District Munsiff
 Major R.E.
 District Engineer

P. W. 1895

No 7954

SOUTH ARCO T D. P. W.

The District Engineer

South Arcot

To
The
Secretary to Govt
Madras

Dated
This 1st Decr 1895
1905

G.O. No 3624. 27/12/95

L. O. No 3624. 27/12/75

No. 150-
Enclosures 1

Regarding that complaint
 we have filed in the Home
 Dept. Suit against the
 said Virginia the
 for well by a Court order
 for the 522-13-1 said
 that the defendant
 are now out of jail the
 said defendant and the
 said defendant is the
 said Virginia the
 said Virginia the

✓ 4.25.

To The District Munsiff Court
of Gundlupet
Plaintiff
Gundasingu Mudali
son of Sri Srinivas Mudali
dabolu Taluq
Caste Vellala
Occupation Trader
Defendants
Mr A. H. Gasett
Sarakalpet Kundda
Taluk
Overseer Subroya Mudali
of Gundlupet Kundda
Taluk
2nd Deft. Caste Vellala
Occupation Employ
ment

This suit is brought for the recovery
of Rs 522-13-9 due to the Plff. by the
Defts on Contract for Filling & Earth
work made by the Plff. with the Defts.
Plff. has, as per orders of the 1st
Defts, agreed with the 2nd Deft. Overseer
or agent of the 1st Defts to do earthwork
to the Ponnar Bridge Bund at the rate
of 0-13 per Cubic yd. Accordingly Plff.
has executed 6523 cys of earth work
from 21st May to 23rd June 75 as shown
in the Plaintiff schedule. The 2nd Defts
after duly measuring the pits whence
earth was taken for the said Bund, gave
Bills twice. Of which the amount of the
Bill given first time for 2000 cys was
paid

Certificate in the
form of a Bill
of exchange
11 December 1875

Chandabai's account

11. 1954/15

paid by the 1st Dept and while the
earth for the remaining 4523 Cys was
in the Bond the said Overseer 2^d Dept
has without any ground only given
Bill herewith appended, for 4053 Cys,
leaving the remaining 470 Cys without
taking into account.

The Plff. several times asked
the Depts for the money for the said
4523 Cys of earth done to the Bonds
but they have not paid it.

Plff. according to the order of the
1st Dept engaged himself with his agent
the said Overseer 2^d Dept to supply fire
wood at Rs 1-4-0 per Candy and accord-
-ingly from 17th Nov to 27th June 75 has
supplied 605 1/2 Candies of firewood; for
which Rs 587-8-0 for 470 Candies was
paid by the Depts, the balance Rs 169-6-0
due for the remaining 135 1/2 Candies has
not been paid to him although the Plff
many times asked the Depts for the same.
The Bill and Receipts given
by Overseer Subroyanelludr for the sub-
-ply of the said firewood are attached
to this. Plff. has asked the Depts
for the amount claimed but the 1st
Dept shuffles the claim as the 2^d and
the 2^d as the 1st.

The Plff. therefore claims the
amount due to him

For 4523 Cys @ 0-1-3 per
C. as per agreement. Rs 353-7-9

" 135 1/2 Candies @ 1-4-0
per Candy as per Contract " 169-6-0

522-13-9

as also the subsequent expense and in-
-terest.

25th Oct. 75 /s/ C. Gundasamy Mudali

I Gundasamy Mudali Plff. in this
suit do hereby verify that the Contents
hereof are true & that they are such

Filed 3rd Nov 75 /s/ C. Gundasamy Mudali

/s/ R. Ramachandra Iyer
Distt. Munsiff.

(True Translation)

M. Mudali Major D.E.

Distt. Engineer

Reply

That the 2^d Defendant was not the agent of the 1st Def^t but was only a man employed for a short time on the Pontiac works and even had he been a permanent Overseer according to the practice of the D. P. W. bills signed by him are not binding on the 1st Def^t.

According to the rules and practice of the D. P. W. all bills signed by the Overseers have to be passed by the officer in charge of the work and they are valueless until so passed, that the Plaintiff was well aware of this.

The 2^d Def^t was at the time of granting the bill under orders for dismissal and had no authority to sign the bill and it can be proved that both bills are false, and for earthwork and fuel that were never delivered.

With regard to the earthwork it is acknowledged that more than 2000 cys have been executed but the agreement with the Contractor was that the work done should be completed in a proper and workmanlike manner before the full rate of 13 was paid. That the Contractor never did more than 2500 cys of earthwork and this was roughly thrown up and not tamped.

Endorsement on bill
from the D. P. W. Defendant
Arch. Co. for the 11th
Def^t

Chauteauville
Plaintiff

Geny Defendant
125624

Mr. 1934/1935

tamped or sectioned off that the
Rs 156-4-0 paid for the 2000 cys was
paid as an account and this amount fully
compensates the Contractor for the work he
has done

That it is the rule and practice of
the D.P.W. not to pay full rates for work
unless it is passed and approved of by the
Officer in charge of the work and therefore
the 1st Dept. is entitled to reduce the rate
and also if he thinks right to decline to
pay for work not done properly

That fuel was delivered by the
Plaintiff from time to time that the 2^d
Dept. falsified the accounts and the wood
had to be weighed unfortunately another
contractor's fuel was mixed up with the
Plaintiff's so that it is impossible to show
how much is due to each.

After the wood was weighed and
examined it was found that 43½ Can-
dies value Rs 54-6-0 was unpaid for.
The two Contractors were asked to set-
tle this between themselves this they
refused to do.

In order to prevent any dis-
pute the 1st Dept. is willing to
pay this amount Rs 54-6-0 to the
Plaintiff who ought to be contented with
it

25th
it as it is impossible that more than
this could be due to him and probably
the other Contractor supplied a portion of
the wood.

M. M. Major R.E.

District Engineer

No. 164 Cuddalore
9th December 1875

From A. H. Garrett Esq.
Assistant Engineer
to
Major Mead R. E.
District Engineer,
South Arcot

Sir, In reply to your letter
commenting on my neglect in not
periodically measuring the bund
while it was in progress, and check-
ing the amount of firewood as it
was delivered, I have the honor
to remark that I was at that time
altogether unacquainted with the
exact nature of my duties.

The bund in question was
not a very large work, and not
calculating upon the contingency
of a fresh, I thought it would be

Enclosed in a letter
from the District Engr
dated 10th October
11th December 1875

Draft answer

Mr. 1954/75
11/3

sufficient to measure it after its
completion when I paid for it.

With reference to the
firewood, I beg to state that it
was only on the 20th August that
I received a communication from
the Range Officer to the effect
that I had to certify that I had
personally measured up work done,
and materials received. At the time
when these complications arose, I
had been in charge of the Pinar
Bridge for 4 months.

During this period I
knew very little of the duties of an
Officer placed in executive charge
of a work, and I was at a further
disadvantage in having a writer
who had had no experience whatever
of the way in which the Office
work of the Department is

carried on.

I have the honor to be Dear

Signed A. H. Garrett
Assistant Engineer

(true copy)

M. M. M. Major R. E.
District Engineer

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the

Read the following:—

From the Dist. Engr. S. Meek. (H. E. No. 175. of 11th Decr. 1895)

His Excellency the Governor in Council regrets exceedingly to receive these further details of the manner in which the arrangements for carrying on the Ponnar Bridge works, at the Head Quarters of the Dist. Engr. and Range Officer, have been mismanaged; and of the utter neglect by the former officer to supervise the training of a young Assistant sent him specially for such training. Mr. Garrett not having been placed under

Enclosure and a letter
from the Dist. Engr.
re the work. Hyderabad
11 Decr. 1895

Copy of letter from
Assistant Engineer
Mr. Garrett

M. 2954/
4/95

under the orders of the
Range Officer, the Dist.
Engr. was personally
responsible for his in-
structions in the proper
manner of supervising
work and accounting
for it; And the manner
in which Mr. Corcoran has
ignored that responsibility
adds another proof to
the many already extant
of his utter incapacity
for the charge of a District,
and guidance of Assis-
tants and subordinates.

The Carelessness and
want of interest in his work
shown by Mr. Garrett
are discreditable to
him.

2 There appears to
be no alternative but
to await the result of
the suit, which the
Dist. Engr. is authorized
to defend; further
orders

33A
Orders will be passed
on its being known - Mr.
Garrett will necessarily
be detained at Budda-
lone till the trial is
over.

G.M.W.

No 3624

Establishment

358

R. H. Dept.

Proceedings of the Madras Government.
Under date the 27 Decr 75.
Read the following.

From
The Dict. Engineer } (No. 1075 of 11th Decr 75)
South Arcot.

795

His Excellency
the Governor in Coun-
cil cannot approve
of any attempt to
defend so hopeles
a Case, the Claims
put forth in which
derive all their weight
from the gross care-
lessness shewn by
the Officers of Govern-
ment concerned.
Wth for further
placed

placed his young
assistant under
the order of the
experienced Range
Officer on the spot,
nor took the slightest
trouble to fill his
place, as was his
duty; and Mr
Garrett does not
appear to have
shown that intelli-
gent interest in his
work which is the
least that the Govern-
ment have a right
to expect. He will
lose 3 places in the
list of his grade.

37
Claims now reported
on will be com-
promised at once

Comm.

St. Eugene Little Creek Ms

Depd - 29-12-75

SC Depd - 12-1-76

Continues ✓

1984
 Govt. of Madras.
 PUBLIC WORKS.

To. *Dist. Ry. & Canal*
Cancelled by the
Secret. Secy.
 4/1/76

Decl.
 Recd.
 Recd.
 G. O. *2/1/76* 1870, No. 2024

1001. 1005-1016

*It is reported to a Committee
 against the proposed extension
 of the canal. It is submitted
 that Govt. cannot approve of any
 attempt to defend the
 and direct that the same
 for Rs 500. 13. 9. has been
 be compromised at once.*