№ 1912 Цена 7-82

2-8-82

of the contract into which

TO

COLONEL J. BEATTY, R. E.
SUPERINTENDING ENGINEER,
4th CIRCLE.
COIMBATORE.

SIR,

In acknowledging the receipt of your No. 89 of 1st April 1884 informing us that you see no reason to interfere with the decision of the Divisional officers in cancelling our contract.

You are also of opinion after consulting with the Executive Engineer that we have no ground of complaint but that on the contrary we have been treated with the greatest leniency and consideration.

2. We cannot but be sorry to see an officer of your standing and good nature, taking no notice of our just representations based upon hard facts and thus ruining us with a heavy loss.

3. This may be a trifling sum to you but to our company it is a loss which we can ill afford to undergo.

4. We shall first attempt to reply to your charges "that we have no ground of complaint, but that on the contrary we have been treated with greatest leniency and consideration. ,,

5. We respectfully bring to notice the following circumstances in defence of this sweeping condemnation of us and hope to disabuse your mind and establish our energetic exertions to execute the work in face of all attempts by the departmental agency to handicap and hinder us in our execution of the work.

6. As a company we cannot organize for commencement of work without entering into formal agreement.

7. We entered into contract on the 24th November 1883.

8. We must leave to your sense of judgement what time should be allowed for prelimenary preparations to put the work of such magnitude in hand in an out of way place like Barur.

9. Within 10 days of the agreement we started the work with heavy advances to workmen i - e on the 4th December 83 and our work was gradually going on as satisfactorily as could be expected in the locality.

10. Mr. Bell did not wait to see of our capabilities for even a fortnight.

11. He announced to the public by means of Tom Tom on the 10th December or 6 days after we started the work that it will be carried out Departmentally

and that increased rates will be paid for labor i-e 6 pies more than the ruling rate, for men and women coolies.

12. Not content in thus lowering our estimation in the eye of masses by whom we had to carry out the work Mr. Bell two days after or 8 days after we started the work, wrote us a memorandum No. m—151 of 12 December 83, that the work will be carried, if better progress was not made in a week's time, under his own arrangements.

13. To add insult to the injury Mr. Bell took our coolies as if collected by his subordinates, and put them to work under departmental agency.

14. They removed about 10 bandy loads of clay from the bed of Barur tank to no purpose.

15. On returning from the work Mr. Bell spoke to us in front of our maistries & coolies, in on unbecomming manner and called out natives are Humbug. This he repeated more than 100 tims. We respectfully asked him not to give vent to such expressions.

16. On that he became exasperated and said in a loud tone that he would say the same to Mysore Maharajah,

17. Again within a week on or about the 17 th December a portion of our contract No. 1 & 3 sections were given out on contract to a separate man Neelacunta Mudelliar.

18. We protested against this arrangement as Neelacunta Mudelliar's intrusion was against our contract and his interference with our work men was a drawback to our exertions to carry out the work.

19. On our representations Neelacunta Mudelliar's contract was cancelled on the 2 nd January 1884 and we were asked on the following day the 3 rd to furnish a statement showing the amounts to be spent monthly on the work.

20. In this memo Mr. Bell said in opposition to para 10 of the contract agreement that the amounts are for actual work to be done, *not mearly materials supplied.*

21. In reply to the above we assured him that we will spend 2000 Rs for materials 3700 for work and 5700 monthly in all, provided that we were not unnecessarily interfered with.

22. In fact we even offered Rs 1,000 ready cash as security for our due performance of our promises.

23. On the very outset as we were dishonored and ill treated, we had to advance large sums to secure work people, as the injudicious tom toming and other indiscret actions of Mr. Bell made the people to apprehend that we were not to be depended upon as our contract was in danger of being cancelled at any moment and this being the case we were unable to retain men on work unless they had heavy advance.

24. When we collected large number of jumperers from Salem to commence the blasting operations we begged of the Supervisor and the Executive Engineer to give us for price some jumpers as the stock of jumpers in our hand was insufficient and the request was refused though there were a large No. of jumpers in the Division store.

25. Our repeated requests to mark out for masonry & other works to collect materials and also to give necessary plans, estimates & specification to enable us to carry out work were not heeded upto date of the cancelment of our contract.

26. We have done under the above harassing circumstances as much as any one can do in the absence of plan, estimate & specification; withot these necessary documents and without the officers pointing out the positions of the several works for which materials are to be collected we were in dark up to date of cancelment of our contract.

27. On the 12 th January 84 we were put in posession of your memorandum No. 6 of 9 th idem stating that our contract will be finelly decided in February on your inspection; this left us in gloom until your arrival & departure.

28. While such being the case and our partners were scattered in every direction for collecting more labourers we were called upon to sign a second agreement reducing the fixed time for completion from 36 to 28 months, to which we however submitted & signed the bond on the 24 th January 1884 as we were confident with our resources we could exert & do the work within time.

29. We must not omit to mention that our works were partly delayed by such unnecessary and annoying interferance on the part of officers and subordinates as also by Pongal festival which in those localities prevented coolies for coming to work for more than a fortnight.

30. Cholera followed the festival and 8 of our men fell victim to it. This in a measure also retarded work.

31. With all these difficulties we had sufficient number of wodders and rubble stone at site to bild the revetment of Barur old tank band.

32. Our repeated request to furnish levels and sections for revetment to build were not heeded for about fortnight and the wodders were kept idling.

33. The same remarks applicable to eastern bund. Even the wodders went in a body and begged Coptain Boddy to permit them to go on with the work in vain.

34. On pressing Mr. Bell used to say I would send in a day or two, the Supervisor or Overseer, but they were only sent ofter a month.

35. Jumperers had to wait ofter boring holes for more than 20 days for powder.

36. Our prayers to the Executive Engineer to request the revenue authorities to assist us in the collection labour &c., were refused.

37. Our request to assist us to form a road through the mittah land for carting materials &c., at Nedungal were also refused; and we had to make our own private bargain and paying revenue tax &c., The formation of road cost us more than Rs 100

38. Every days earth work in the formation of Barur tank western & eastern bunds were required to be trimmed and sectioned before consolidation.

39. A large number of our work men were taken in these untimely work.

40. The revetment to western bund though built according to estimate under the supervision of departmental Overseers & maistries, yet the subordinate had it dismantled and rebuilt 3 times without giving us any written instructions and orders.

41. The subordinates were on the work both morning and evening in fact no stones were placed in the absence of subordinates. You must only judge what might have tempted them to put us to such unnessary expense.

42. This much was due to Mr. Bell's administration and we shall briefly notice that of Captain Boddy's.

43. It must be remembered that Captain Boddy's mind was poisoned against us before he actually took charge of the work as will be convinced by the following incidents. So it is not unusual to expect unfavourable results during his tennure of office.

44. To be brief this officer from the commencement assumed an hoslile attidude towards us.

45. On the 14 th February he assumed charge of the Project and the work since then progressed satisfactorily.

46. The 4 th day (after taking charge) brought us a memorandum threatning to cancel our contract.

47. We had every material for concrete foundation to the anicut 255 feet & Aghrum Hd., Sluce ready at hand and in fact the foundations were dug out blasted and cleared & bailed out and kept clean to receive foundation (10 th March) what prevented Captain Boddy to permit us to go on with the work? We had labour also ready at hand and if permitted we could have advantageously turnedout work to the extent of 3,000 Rs the least if not more, which was possible.

48. If we had been permitted as requested by us to commence work in the channal & tanks attached to it, we would have spent another 4,000 Rs at least.

49. What was refused to us is now being proceeded with us soon as we left the work.

50. The fact of our having made every thing ready was known to and was done under the immediate supervision of supervisor, who lived in the shed and took meals on the work spot.

51. Captain Boddy issued an order on the 22 nd Eebruary to have ready by the 27 th idem 400 wodders on the work's spot.

52. With in the time we collected the required number of coolies though not wodders by giving heavy advances.

53. Collecting wodders of such a large number in so short a time of 5 days in an out of way place like Barur was quite impossible.

54. The motive for issuing such an order can well be imagined.

55. On the 1 st of March when every thing was going on satisfactorily to our great surprice we were put in possesion of an order cancelling our contract from 20 March 1884.

56. This order was issued by Captain Boddy on the fourth day he returned from Salem apparently after consultaion with Mr. Bell.

57. The remarks in para 40 as regards redoing work done under the supervision of subordinates are also applicable to Captain Boddy's time.

58. Another instance may not be out of place. The north wing wall of the waste weir was done as per estimate under the supervision of Overseer Visvanatha Iyer and Maistry. The Overseer simply waited for the completion of the work and then had it pull down and directed us in an imperative tone to rebuild it with cut-stone instead of rough stone as provided in the estimate.

59. We begged for written orders but after 4 days the Overseer was pleased to issue verbal orders to redo it again as before.

60. For the flood embankment at Nadungal we collected stones on heavy advances and begged permission to go on with the work on several occations from Mr. Bell's time, but permission was refused on the ground that it should not be done till the completion of anicut.

61. This work was given to one Sahib on the 2 nd March before our eyes & before the unicut work was done.

62. We begged for orders to go on with the cutting supply channel and raising embankment of the same as we had large number of labourers. He was kind enough to permit us to do the work, but by the time the Overseers could give us levels &c., Captain Boddy went & returned from Salem & countermanded the orders and stopped the work.

63. The remarks apply to Pungamputty tank.

64. The authorities were so disposed towards us, that they only marked out works which were very hard in dry season to carry out.

65. From the foregoing it will be plain to any impartial judge that the authorities spared no trouble or pains to throw impediments in the way of progress and to annoy us.

66. As the officers were issuing threataning orders of concelment of our contract from the beginning at short intervels and also urging us to collect labour

& meterials &c., with heavy advances, we submit it was their duity to finally settle our accounts before our connection with the work ceased.

67. The bills we submitted for the work according to our measurment amount to 13,000 Rs & add exclusive of the extra cost incirred by us in redoing work to satisfy the spiteful nature of the subordinates.

68. We submit the rates we claimed in our Bills will hardly cover the actual cost ounig to the vexations manner in which we were treated.

69. We beg to annex for ready reference our too last printed petitions and the orders we received from officers with our explanations thereon.

70. If the above facts do not appear to you as proper "ground for complaint but on the contrary they are the result of the greatest leniency and consideration shewn us, we have no other alternative but to go to law for redress.

71. The capital laid out amounts to more than Rs 20,000 aud it is not the property of one man. It belongs to several men forming the company and they will not allow the managing member to go free unless it is brought home to each of them that the heavy loos was due to circamstances over which he had no control.

72. We trust we may be permitted to ask what was the progress made by departmental agency during the last 30 days with all our men and tools &c., and with no prelemenary preparations.

73. We most humbly solicit your goodness to go into our miserable case impartially and do us justice, and if you still consider that we have been treated with "greatest leniency and concideration" we respectfully beg to be furnished with the reports and other papers on which you based the opinion.

74. We are advised by our legel agents that in a court of law as we will have the opportunity of cross examining the evidence against us it is only fair on our part to solicit copies for all papers bearing on our case.

75. In conclusion we must record that we had contracts in the D. P. W. for the last 17 years. and we never had any occation to make such complaints nor to go to law and we shall be the last persons to have recourse to law, if we can be relieved of the work without loss, even if we had no profits.

For this act of justice we will ever pray for your longivity and prosperity.

We beg to remain,
Sir,
Your Obedient Servants,
M. SOOBROYA MOODELIAR and Co.,
Contractors D. P. W.

BANGLORE
29 TH APRIL 1884.

P.S. Our prayers are either our contract must be restored or our outstanding advances, preliminary expences and the cost of redoing works

7

works unnecessarily must be reimbursed to us, since the Cancelmunt of our Contract was Effected without due consideration and justifiable cause.

M. Sooloraya Mood'r & Co.
Contractor's D. P. Wo.

To

Colonel J. Beatty, R. E.,

Superintending Engineer,

4TH CIRCLE,

COIMBATORE.

HONORED SIR,

In forwarding for your perusal a copy of the Baroor project Executive Engineer's Memo, No. 80 of 1st Instant, informing us that the works, which we contracted *viz.*, the Baroor project are progressing unsatisfactorily, and that the contract will be cancelled, we beg most respectfully to bring the following facts to your favorable consideration and disposal.

1. The work was given to us on contract on the 24th November 1883, and within 10 days we commenced the work *i. e.*, on the 4th December 1883, we would have commenced the work earlier had it not been for the fact that we were obliged to arrange for labor, materials and tools to proceed with such an important work uninterruptedly. These we could not do in a remote place like Baroor, and we were obliged to procure the labor &c., not only in the Salem District but out of it also.

2. With all our exertions we were able only to collect 200 coolies within a week after the commencement of the work, owing to the difficulty of procuring them during harvest and before the end of the month the number of coolies increased to 700 and more which we consider was very fortunate for us in that critical time. In this state of affairs, and to our great surprise and regret it was announced to the public by means of Tom-Tom on the 10th December or 6 days after we commenced the work that the works will be carried out Departmentally and in addition to this we were threatened by the Executive Engineer by a memo of the 12th or 8 days after we commenced the work that for his own reasons which were unfounded, the work will be carried out under his own arrangements, and being afraid of the results which that memo may produce, we hastened ourselves to approach you with a printed memorial to seek redress from your valuable and merciful hands, for fear that if any unfavorable orders were passed by you we will be ruined by losing the large amount viz Rs 10,000 we have at that time advanced to procure coolies, Oodders, materials &c., and on receipt of this memorial by the Executive Engineer with your honor's Endorsement, the Executive Engineer directed us in his memo No. $\frac{M.}{168}$ of 3rd January 1884 to submit a statement as to the amount that will be spent monthly on the following works as sections No. 1 and 2 are to be undertaken during the official year.

SUPDG. ENGINEER'S OFFICE
NO. 3/6 gth
10 JUL. 84
P. W. D.
FOURTH CIRCLE

Head sluice for Baroor, Nedoongul & Agerum
Earth work and Blasting main Channel.
Masonry works do.
Earth work and revetment to Baroor Tank.
Masonry works in do.

and stated at the same time that the amount that will be spent should not be on materials but upon works. This is the first time that Executive Engineers have written such a memo, for it is all the same whether the allotment is spent on collection of materials or works.

3. In reply we submitted a statement shewing the amount that will be spent on each description of works in No. 1 and 2 sections, during the Official year which amounted to Rs. 5700 with our letter No. 10 of 4th January 1884, and after our giving the statement the Executive Engineer, (before receipt of your Memo No. $\frac{6}{S.I.}$ dated 9th January 1884, informing us that you will visit the works in February and then decide whether it is not necessary to take the whole or a portion of the works out of our hands) worried us to the greatest extent possible so that the work may be retarded and that his statement that the work is not proceeding satisfactorily may prove to be true. By this interference the work people naturally & as a matter of course were discouraged, and bolted away from the works.

4. You are well aware that the time originally fixed for the completion of the works was 36 months, and subsequently it was reduced to 28 months to our great disappointment, and a fresh Bond was executed and signed by us on the 24th January 1884, and within a week after we signed the Bond we were again served with a notice by the Executive Engineer that our contract is to be finally decided on by the Superintending Engineer in February when he visits the works.

In spite of all these threats we did not hesitate to collect materials and labor for pushing on the works as rapidly as possible.

While matters were in this state Pongal festival came and cholera broke out at Nedoongal, to our great misfortune, and people fled away from the works spot to their places of abode without even returning us the advances made to them.

5. At this juncture your honor visited the works on or about the 12th February, and was pleased to express an opinion on inspection of the Baroor Tank bund Eastern and Western extension, that the soil is very hard and that the rates are not sufficient. It is we submit a well known fact that Earth work at this place could not be done except in rainy season.

6. Again at Nedoongul cholera broke out, and people abruptly absconded, and we admit that there were very few coolies when your honor inspected the works there, and on further exertions on over part we were only able 2 days after your visit to procure laborers &c., since then the work is progressing rapidly and better arrangements have been made to go on with the works satisfactorily.

SUPDG. ENGINEER'S OFFICE
NO. 1/6916
10 JUL 84
P. W. D.
FOURTH CIRCLE

Head sluice for Baroor, Nedoongul & Agerum
Earth work and Blasting main Channel.
Masonry works do.
Earth work and revetment to Baroor Tank.
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To

J. M. BELL, Esq.,

Executive Engineer,

Salem District.

Sir,

In acknowledging the receipt of your 2 Memos. Nos. M/151 and M/158 of 12th and 20th instant respectively, we beg to submit the following explanations for your favorable consideration.

In your Memo. of the 12th instant, it is stated that we "were directed on the 11th November last to arrange for carrying on the works, and on the 15th orders to that effect were given in writing. *Yet* no satisfactory arrangements were made and the Gangs do not appear to number more than 200 including women and children. No chunam or burnt stones has been brought to site of the masonry works." It is also stated that "the contractors led you to believe that there would be no delay in the works" to which we still adhere and bind ourselves to complete as per our agreement. You also mention in the Memo. that "our operations will be confined only to No. 2 Section from the 5th mile of main channel to the end and also to the Baroor tank."

You are perfectly aware that we were waiting at Beroor from the 19th to the 24th November, on which latter date the Contract Bond was signed to complete the Project works within 36 months. How could it be possible for any one to think that a bargain is closed before the Contract Deed is finally executed? Consequently, great push in the work was not made before the 25th November. Immediately after the deed was executed, we made every possible arrangements to secure labourers from different parts of the country, and we even made advances to many coolies and labourers so that they might come away at once from their former engagements paying back the amount of advance received by them from former employes and to join our Project works as soon as possible. We also collected labourers for earth-work to the number of 700 (vide weekly report ending 22nd December) up to date, as well as another Gang of Wudders on payment of 1,000 Rs. to them as advance. These Wudders will arrive at the working site in a few days. Similarly, we have collected about 40 Wudder carts paying Rs. 800 advance which are all at work to the extent of 40 carts every day.

As for manufacturing brick, lime and burnt stones, we found it impossible to do anything of the kind as it was raining up to 19th. We have made every necessary arrangements to collect the said materials together with the covering slabs within a short time.

With reference to your Memo. of the 20th instant, we regret to say that we cannot execute another deed for No. 2 Section alone, as we have already signed the Deeds for the whole 3 Sections.

Being confident that we have got the contract of the work of the whole 3 Sections as per agreement executed in the presence of the Superintending Engineer, we have laid out more than 10,000 Rs. on the work. It is not 29 days since we have undertaken the work. Our labour and expenses incurred in so short time on this contract, will, we trust be appreciated and gain your full and just consideration on our behalf.

Under the above circumstances, we most respectfully beg to state that we are prepared to carry out the work of the whole 3 Sections as per contract and to complete the Project work in time to your entire satisfaction.

In event of you still wishing to modify our Contract, we can only consent that, on your kindly consenting to cancel the whole Contract and paying all the expenses incurred by us up to date of cancellation.

We beg to remain,
Sir,
Your obedient servants,
M. SOOBROYA MUDELLIAR and Co.
Contractors.

Bangalore, 24*th December* 1883.

SUPG. ENGINEER'S SECTION
NO. 1/6916
10 JUL. 84
P. W. D.
FOURTH CIRCLE

SUPG. ENGINEER'S SECTION
NO. 2/6916
10 JUL. 84
P. W. D.
FOURTH CIRCLE

7. After your honor left the place we were not allowed to execute Masonry works, but were compelled to go on with earth work where the soil is Rocky and hard, although we informed the Executive Engineer that earth work on Pungumpatty Tank and in main channel could be carried out easily Had we been allowed to go on with masonry works and collection of materials for the same, or the works pointed out by us we would have shown much progress and spent the whole allotment.

8. With all these annoyances to us, we were not backward to collect labor &c., and the works are progressing very satisfactorily even without the help of Plans and Estimate. We were trying our best to get the Plans and Estimates but to our great regret these documents were not given to us yet. It may be imagined how a Contractor could get on with his works in the absence of these documents.

9. We were not assisted in any way by the Departmental people in either procuring labor carying out works, or supplying Tools, and yet notices were now and then served threatening us that the Contract will be cancelled, and now again a notice was served that our connection with the project works will cease on the 20th Instant.

10. From the foregoing facts your honor will perceive the deplorable circumstances under which we are laboring, and see whether the notice served on us is justifiable, and render justice. If such notices were served unreasonably how could the works progress well and how labor can be procured. If due encouragement is given to us, we assure you that we will at any risk to us complete the work to your entire satisfaction within the stipulated time.

11. It will not be out of place to mention here that we are Contractors in D. P. W. and carried out many important works since the last 17 years under the following Officers.

Colonel Goddard.	Colonel Burton.
Do. Boilow.	Do. Oakes.
Do. F. J. Moberly.	Captain Romilly.
Major C. J. Smith.	

And a reference to any of the Gentlemen who are now in the service will convince your honor as to our character honesty and trustworthiness, and our object in taking this contract is simply to get a fame in the Department.

12. The reputation of a Contractor your honor is well aware depends entirely on his trustworthiness, honesty and punctuality in completing works, and to preserve that honesty it is necessary that every encouragement should be given to him by the Officers of the Department.

We beg to remain,
Sir,
Your Obdient Servants,

TRICHINOPOLY
11TH MARCH 1884.

M. SOOBROYA MOODELIAR and Co.,
Contractors D. P. W.

No. 444. Salem 14th May 84

To
The Executive Engineer
Salem Division

Sir,

With reference to your Memo: No. 5C dated 13th Inst., we beg to reply as follows:-

Enclosures
1. List of Plans & Estimates
1 Petition from Cmdappa Moniagar & Co.,
2.

1.(a) Suboroya Mudly & Co. were repeatedly requested, to supply the necessary labor, for putting up earth sections on tank bund and along Channel bank, and for this they were allowed time, from the 24th November to 10th December 83; these sections, were absolutely necessary for the guidance of the work people, and there was no sign of the Contractors supplying the labor, required for this; We were therefore, ordered to do this alone Departmentally, as it could & did, in no way interfere with their work; for the rapid progress of which, this was the first and most important step taken by us. Having waited in vain till the

10th

10th December, we then, with the assistance of the Village Munsiff, collected some labor, promising to pay at the prevailing rates of the locality. This the Village Munsiff announced, by beat of tom tom, simply with a view to invite labor, and nothing was stated with regard to Contract works.

1.(b) The Coolies, thus collected, were fresh Coolies; and special care was taken to allow none of the Contractor's men, to join this new gang. This fact, will be borne out, by the statement herewith Sub-mitted, and obtained from two of the Villagers who collected the labor.

2. Neelakemta Mudr had been working on the Project, for about a fortnight; during which time, he was able to collect about five or six hundred Coolies; and one and all of them were made over to Subroya Mudr & Co; with the amount of work done.

3. The Copy of the receipt obtained from Subroya Mudr & Co. for the estimates and plans handed over to them, is herein enclosed. We have, here, to submit that nothing was wanting on our part to give any and every assistance to the Contractors for the progress of their works.

4. With reference to this, we have simply to refer to the Concluding part of my reply No 1, which clearly shows that we took prompt measures to put up Sections for their guidance, even though, the Contractors were backward in assisting us, with a view to throw the blame of slow progress on our heads.

Further, the bill of the Contractors charging for materials supplied to us for putting up Sections, is an evidence of the number of Sections put up for earth work &c.

5. With regard to this, we beg to submit, that we on several occasions requested the Tahsildar, to assist us in the Collection of labor. He accordingly both in person and in writing, issued several orders to the village authorities in and about Barur.

In conclusion, we beg to state, that the slow progress of works under the

Contractors,

Contractors, was altogether due to their own mismanagement of business, and want of unanimity among the partners, who seem to have entered on business, without any previous agreement as to the share of profit or loss.

We beg to remain &c&a

Signed/ R. Kaliyanaramier
Supervisor D.P.W.

" V. Soobaraya Pillay
Taluq overseer D.P.W.

(True Copy)

L. Beatty Colonel R.E.
Superintending Engineer
IV Circle.

Encl 6
616 3/84

Encl: 6/346/84
CE IV

Report regarding the work done by Messrs Soobroya Moodliar & Co. on the Barur Project.

No 54.

Barur Project Division Office,
Barur 31st May 1884.

From

The Executive Engineer,
Barur Project Division.

To

The Superintending Engineer,
Fourth Circle.

Sir,

Encls: 10. I have the honor to forward a report on a petition from Messrs Soobraya Mudeliar and Co. in accordance with your instructions given in your letter No. 238C dated 5th May 1884 to the address of the Executive Engineer Salem Division.

2. Para 33. I have noted this fact in my Notes of Inspection for February under the head Barur Tank - Revetment.

The wodders who were to build the revetment were the same who had to supply the material, and I would not allow them to go on building till they brought a sufficient quantity of material. They were thus continually employed and no one lost

lost a day's work unless they chose to. — When permission to go on bunding was given, the work turned out was so bad that I had to reject it.

3. Para 43. This is libellous.

4. Para 44. This is totally untrue. On the contrary, I assumed a very friendly attitude towards the Contractors. I had to tell them that in the interests of Govern=ment, I was bound to see that the work progressed, and if it did not progress under them, I should have to employ other means.

5. Para 45. I assumed charge on the 12th, and I contend that the work did not progress satisfactorily.

6. Para 46. On the 18th February, written with the approval of the Superin=tending Engineer after he had inspected the Contractor's work.

7. Para 47. I worked for some time on these places after the Contractor's Contract was cancelled. The foundations are not yet ready. The Contractors could not therefore have gone on with the work.

8. Para 48. Doorgamputty Tank is the only place they specially desired to go on with. But there was water in the Tank up to the termination of their contract; and the question of the Pal=myrah trees growing on the bund was not settled. There were other places where they could have spent the Rs: 4,000 if they had had the labor, which they had not.

9. Para 49. I have now begun work on Pungumputty Tank which is dry.

10. Para 50. This refers to the Head Works, and as the supervisor was mainly instrumental in carrying out what work that was done, I am sure the circum=stances are fully known to him.

11. Para 51. Vide my Memo: No: 62 of 22d February 1884 attached by Contractor. It is not an order to bring 400 wodders. I would have ordered 1,000, if it would have been of any use. It is a conditional permission

permission to commence work on a certain portion of the channel, if 400 wodders were forthcoming on a certain date. These 400 wodders were promised by the Contractors before the memo was written. Daily the Contractors said to me wait till tomorrow and you will see how many men we will bring.

12. Para 52, is perfectly untrue.

13. Para 53, is an admittance by the Contractors of their incompetence. They had not only 5 days; but from the 24th November 1883 to bring a sufficient quantity of labor to the works. This is a proof simple, that they were unable to carry out the work.

14. Para 54. Quite so.

15. Paras 55 & 56. If the Contractors had remembered the memo referred to by them in para 46 of their petition, their surprise need not have been great.

16. Para 57. Since the Contractors work people would not carry out my orders given personally, I have no doubt they did not when delivered by the Overseer.

17. Paras 58 & 59. Overseer Visvanathier positively denies that he ordered the north wing wall to be pulled down, and that moreover it never was pulled down. He wished the coping of the rear slope to be cut stone. It would have looked better, but not being estimated for, it was built in burnt stone as I directed.

18. Para 60. 35 cubic yards of stones has been collected by the Contractors. They never asked me to allow them to go on with it.

19. Para 61. Supervisor Kalianaramier states that he asked Mahomed Salar to make arrangements for carrying out the left flood embankment about the 15th. This was with a view to employ the work people as soon as the Contract ceased.

20. Para 62. I gave permission for work to be done in the Channel on the Contractor's request. When I returned I found the wodders had left and were working

working at the Eastern extension. I did not revoke my permission. There were under 90 workpeople, and it struck me at the time what little control the contractors had over them.

21. Para 63. Vide para 8 of this report.

22. Para 66. This is exactly what the contractors would not do; they would not come and have their accounts settled.

23. Para 67. My measurements were perfectly correct and have been accepted by the contractors.

24. Para 71. As far as Government is concerned, the contractors are Messrs Soobraya Mudelliar and Raju Mudelliar who signed the contract Bond. The latter partner states that he had nothing to do with the petition under reference. He further informed me that though he knew he was responsible to Government as a contractor, yet he had entered into an agreement with the other partners by which he shared in neither profit nor loss on the works.

25. This disagreement amongst the contractors themselves is the Chief cause of their failure to carry out the works.

26. A notable instance is that Soobraya Mudelliar executed a power of attorney in favor of one Hamma Reddy, and immediately I received it, wrote to me to say that it was to be considered of no avail.

27. I would point out that under para 16 of the Contract Bond, the issuing of their power of attorney was by itself a sufficient reason for cancelling the Bond.

I have, &c.,
(Signed) O. V. Boddy Capt., R.E.,
Executive Engineer.

(True Copy)

L. Beatty Lt. Col. R.E.
Supg. Engineer, 4th Circle.

From
The Executive Engineer,
Barra Project Dv.

To
The Supt. Engineer,
Fourth Circle.

Exc: 5/34/6/84
D & D

Dated 31st May 1884.
Desp.

Enc: 10

No 54.

Messrs. Soobraya Mudeliar and Co.,

Reports on the Petition from — regarding the cancelment of their contract.

× Printed petition of 29th April 1884.

No 183.

Barra Project Division Office
Barra 25th March 1884.

From
The Executive Engineer,
Barra Project Division.

To
The Superintending Engineer,
Fourth Circle.

Sir,

In returning herewith petition from contractors M. Soobraya Mudeliar and Co together with your Endorsement thereon, I have the honor to make the following remarks

Enclosure 1
1 Petition with its enclosures.

2. Paras 1 and 2. I am unable to give any information.

3. Para 3. I believe the contractors promised to expend Rs: 5,700, during the month of January, not during the official year. The amount of Bill was only Rs: 641-8-. I should think that it was improbable that any course Mr Bell took to push the work on, caused the people to

to run away

4. Para 4. The contractors executed and signed a bond to finish ~~to finish~~ the work within the stipulated time. If they thought they were unable to do the work in the reduced time they should not have signed the bond.

The advent of festivals is scarcely a sufficient reason for a contractor to give for non fulfilment of his contract. There were a few cases of cholera which possibly may have led some of the work people to leave. The contractor told me that the workpeople he brought from beyond the District* did not go away.

*vide para 4 petition

5. Para 5. A portion of the soil near temporary waste weir is very hard, but the average rates are ample. The contractor, however, has done no work here except digging portion of foundation trench for middle core.

6. Para 6. Whatever better arrangement may have been made to go on with the work at Amini is due to the personal exertions of Supervisor Kalianaramier.

7. Para 7. This para is not true the contractors had the waste weir of tank and revetment to build. There is not sufficient material on the spot now to complete the waste weir, and not nearly enough to finish the revetment, in fact only just enough to commence revetting the Eastern Extension whilst from the waste weir south, the revetment has still to be slightly raised. The contractors has ample scope for the collection of materials. There was always more work to do on the Tank than they had labor for. I gave the contractor a portion of the channel to do, but after working 2 or 3 days the wodders went to the Tank. The contractors seemed to have very little influence over their work people.

Irrigumpatty Tank but recently dried sufficiently for work to be carried on. This cannot however be done till it is true

is settled if the Palmyra trees growing on the present bund are to be removed

8. Para 8. The Contractors should have said that they were not backward to promise to collect labor. The labor never came. The original estimates and plans have always been at Bapur to which the Contractors might have had access. But they never suffered for a moment by not having them or copies in their possession, as an Overseer was always present to put up sections and point out what was to be done.

9. Para 9. This is perfectly untrue. Supervisor Kalianaramier did his best to procure labor, and I know that Overseer Visvanatha Iyer did his best to induce the Contractor's own people to remain when they wished to go away. They have had every assistance from the Department more than a Contractor usually gets.

Jew we have supplied the Contractor with tools to the value of Rs. 365, and we also

also procured gunpowder from Madras for him, and supplied him with fuze.

10. Para 10. It is evident that the Contractor's deplorable circumstances are not the outcome of being unfairly or unjustly dealt with.

11. Para 11. If fame be the only reason that induced the Contractors to take up this work, then are they very different from others. If however getting 15 and 25 per cent on work turned out (this is hearsay only) is fame, it is a very profitable fame.

12. In conclusion, I should state that my opinion is that the cause of the failure of the Contractors is disunion amongst themselves. Soobraya Mudelly himself plainly told me so, some time ago. I may add that Soobraya Mudelly himself has set an example to the other Contractors by his own constant presence on the work

I have, &c.,
(signed) C. V. Boddy Capt. R.E.,
Executive Engineer

Jme

(True copy)

L. Beatty. Colonel, R.E.,
Supt. Engineer 4th Circle.

From

The Executive Engineer
Barnr Project Dn.

To

The Supg. Engineer,
Fourth Circle.

Dated 25th March 1884.
Despd: 28th "

No. 183.

Enc: 1

Contractors Soobraya Mudaliar and Co.:-

Remarking on the different points alluded to in the petition of —— regarding the execution of work on the Barnr Project.

× Printed Petition of 11th March 1884.

Salem Division Office, 22nd May 84

No. 70

From

The Executive Engineer,
Salem Division.

To

The Superintending Engineer,
Fourth Circle.

Sir,

With reference to your letter No: 238C/5L. dated 5th May 1884, forwarding a printed petition with its enclosures from Messrs Soobraya Mudaliar and Co., late Contractors Barnr Project, I have the honor to report as follows:-

2. I have answered most of the statements put forward by them in my letter No. 67, dated 21st May 1884 on a previous Petition. I shall therefore confine my remarks on any thing further they have to say.

3. Paras 9 to 13. Explained in paras 1 to 3 of my letter No. 67, dated 21st May 1884.

4. Para

4. Para 14. The clay referred to was collected and brought from the Barra Tank bed for forming the puddle wall in the sections that were to be put up for the Eastern extension. This material has been included in the Contractors' Bill and they must have received payment before this for it. The necessity for the Department to undertake this was, that the Contractors were ordered to supply labor to put up these sections; but after waiting over 15 days, I ordered the work to be done by my own subordinates

5. Paras 15 and 16. The expression "humbug" I applied to some revetment work he had done to the Western Extension. This I found on examination to have been very loosely put up - the stones inferior and altogether the work had been scamped so that there was no alternative but to reject it. I hear that it was subsequently rebuilt by the Contractors, but owing apparently to similar objections the present Executive Engineer has rejected it again.

6. Paras 17, 18, 19, 20 & 21. See paras 3 and 4 of my letter No. 67, dated 21st May 1884.

7. Para 22. The Contractors offered voluntarily in person Rs: 5,000 as security in case they failed to work out the balance of allotment for the year. They, however, state Rs: 1,000 in their letter, any how they should congratulate themselves that the offer has not been accepted, as they would have lost it for the short outturn of work performed by them.

8. Para 23. The Contractors all along have been treated with greater consideration than is usual to pay them by the Department. The terms of the Agreement have only been acted on in dealing with them.

9. Para 24. Besides the Rs: 361-4- worth of tools supplied to them the available jumpers in the Barra stores

stores were given over, and I ordered up 50 from the Salem Divisional stores, so their statement of my refusal to supply tools is quite untrue. This assistance in tools is not obligatory but was done to further the progress of work.

10. Paras 25 and 26. Any delay there was to mark out the bund by sections was their own doing as they put off supplying coolies and the Department had to find fresh coolies to do it. The only masonry work that the Contractors did was the weir to the Barra Tank, and this was marked out and the levels given as soon as they were ready to commence it. Plans, Estimates & Specifications were supplied to them, vide their receipt in the Office. They were ordered to report a week before they intended to commence any fresh work so that it would be marked out for them, but they did not do so for the simple reason that they had not —

material

material or coolies ready to undertake it

11. Para 28. Very few of the many partners stayed on the works or directed personally in the collection of labor. Most of the members of this firm had other works in Mysore which took up all their attention. The second Agreement was the reduction in time to complete the Project by order of the Chief Engineer for Irrigation the Contractors delayed for nearly a month to sign this.

12. Para 29. No annoyance or unnecessary interference was ever made by any of the members of the Department, nor have the Contractors proved in any of their statements that such has been done.

13. Paras 31, 32 and 34. There were never a large gang of wodders working on the revetment. There was always a great deal more work to do than the Contractors could find labor to perform it. The revetment work was

several

several times rejected as the Contractors
would persist in using inferior material
and not building it properly. There
was never any delay in furnishing levels
and sections for this work; and any de-
lay to provide work for their wodders
was the Contractor's own mismanagement.

14. Para 35. The day gunpowder
was received from the Ordnance stores,
the Contractors got it. There is nothing
in the Agreement that any materials
are to be supplied.

15. Para 36. See para 9, letter
N° 67, dated 21st May 1884.

16. Para 37. I know nothing about
the road through the mittah land; if
the Contractors selected this route, it is
their own business. There were o-
ther ways and means to convey their
materials without interfering with
private lands if they chose

17. Paras 38 and 39. The order
was to raise the earthwork to bank
bund in regular sections while being
tamped. It did not require the removal
of labor; but the maistries directed the
coolies on the work which was really
a saving to the Contractors

18. Paras 40 and 41. I have al-
ready pointed out how the revetment
work was scamped, and had to be re-
jected. The maistries used to complain
that the Contractors would not attend
to their protests.

19. Para 69. The several orders
issued in the Memoranda are clear, &
do not require any further explanation.
The annotations made against them
by Messrs Soobraya Mudelliar and
Co are alike, impertinent and want
-ing in truth.

20. In the other paras reference is
made to Captain Boddy, so I have
passed on the petition for any remarks
he has to make.

I have &c
(signed) J. A. Bell
Executive Engineer

True

(True copy)

L. Beatty - Colonel RE,
Supg. Engineer, 4th Circle.

From
The Executive Engineer
Salem Division.

To
The Superintg. Engineer,
Fourth Circle.

Dated 22d May 1884

No: 70

Barur Contractors:-

Replying to certain statements contained in the Petition from the —— in connection with the Barur Project work.

× Printed Petition of 29th April 1884.

Salem Division Office
21st May 1884.

No: 67.

From
The Executive Engineer,
Salem Division.

To
The Superintending Engineer,
Fourth Circle.

Sir,

Enclosures 4
1 original petition with 2 papers.
1 Report with 2 enclosures.
1 Appendix A
1 — " — B.

With reference to your letter No. 239C/S.E. dated 5th May 1884, I have the honor to report on the statements made in Petition from Soobraya Mudelliar & Co, dated 11th March 1884.

2. Para 1. The Agreement was signed by the contractors on the 24th November 183, but previous notice was given by me — when I saw them in Bangalore on the 11th November 183, and showed them the Superintending Engineer's Telegram selecting them as the contractors, and subsequently on the 15th November, written orders were sent to them to arrange for the

Date of Agreement and previous notice to arrange for the work.

Barur

Barur Project. My inquiries from them as to their ability and means for carrying out this work was so far satisfactory as they led me to believe they had numbers of laborers both skilled and ordinary at Banga-lore who would be immediately brought on the Project as soon as they get the contract. In fact they gave out that they had exceptional facilities for carrying out these works and that they had no doubt they would make such progress as to complete it in half the time that was decided. The notices in the Fort St. George and Salem Gazettes inviting tenders for the Project stipulated that the value of work turned out by the accepted contractors should be proportionate to the time they were occupied which would therefore amount to over Rs: 5,000 per mensem. I have given in Appendix A, the amounts billed for Messrs Soobraya Mudeliar and Co. from November 1883 to January 1884 while

while I was in charge of the Project; the largest outlay was made in December which amounted to Rs: 743 „ 5 „ 11, which includes the value of materials supplied by them. Shortly after these contractors commenced work on the Project they applied to me for tools, and I at once directed them to the sales that were then taking place of rejected Famine Tools in the different stores in the district. In fact I stopped the sale at Salem until they selected what they wanted. The statement of tools supplied them is given in Appendix B— the prices paid were the prevailing rates sold in auction.

3. Para 2. As soon as I heard of the selection of Messrs Soobraya Mudeliar and Co. as contractors, the Supervisor at the Project was instructed to assist in collecting labor, and the 200 coolies brought on the works during the first week was mainly due to the help of the Departmental subordinates. The number of laborers did once rise to 900, but this number

number did not keep long for reasons I shall explain further on. As regards the collection of labor by beat of tom tom, I have to refer you to the statement I have received from supervisor Kalianaramier and Overseer Soobraya Pillay given jointly in their letter No: 44, dated 14th May 1884. It will be seen that the Contractors were repeatedly requested to supply labor for the erection of sections of the earthwork to bund and channel and that it was only after waiting over 15 days as they did not supply them, and as I saw that the works could not be properly carried out for want of these sections, my subordinates were ordered to collect fresh coolies and have the sections erected. It was therefore in furtherance of the work and in assisting the Contractors that this was undertaken — besides which, para 18 of the Agreement allows of this procedure to be adopted.

My

collection of labor by beat of tom tom

My Memo: No: 151 dated 12th December 1883 was sent to them after it was seen that nothing had been done by the Contractors to fulfil their promises to supply labor. They explained to me in person that they had, after accepting the Project works, ~~had~~ entered into an agreement with the Military Authorities at Bangalore to undertake works during the Camp of Exercise, when their work people were otherwise engaged. The Memo: also directed them to confine all their work people to section No: 2, as I was beginning to see that there was very little probability of the Contractors opening any thing near the allotment for the year. It was after this that I proposed to the Superintending Engineer to give out the other sections of the Project to another Contractor, and for a trial the Channel works near the anicut or section No: 1 where nothing had been yet commenced by Messrs: Soobraya Mudeliar and Co: was started by Nelgunta Mudeliar; this man during the time

(fortnight)

(fortnight) he was undertaking the work, collected upwards of 600 coolies, but on the Supg: Engineer's order to give Messrs Doobraya Mudelliar and Co another trial of the whole Project, the coolies of Silgunta Mudelliar and the work done by him were handed over to Messrs Doobraya Mudelliar & Co which ~~must~~ must be allowed ~~which must not be allowed~~ was a most substantial assistance.

4. Para 2 and 3. My Memo: No. 82/168, dated 3rd January 1876, asked for a statement of outlay that the contractors intended executing on certain works during the month of January. Their reply was to the effect that Rs: 5400 would be expended while it actually was less than 1/7 of this. The terms of agreement leaves it optional for the Executive Engineer to pay for materials or not. No interference was made at all by any members of the department with the Contractors' coolies; on the contrary labor was often supplied to them on their request, but somehow the contractors or their Agents were wanting in that tact and management to keep them on the worksport for any time, and the gangs gradually dispersed. I can safely say that at the outset of the work the contractors could have secured ten times the labor they had engaged, as I saw myself large gangs of coolies arriving, but no inducement being offered them, they very soon left. The statement that Messrs Doobraya Mudelliar and Co make that they were worried to the greatest extent possible, so that the work may be retarded is neither borne out by any thing they have advanced or have proved and is only said by them to try and hide their own shortcomings.

5. Para 4. The reduction of time to complete the Project was ordered by the Chief Engineer for Irrigation, and the notice referred to about deciding, regarding the extent of their contract was that

issued

issued by the Superintending Engineer.—
The Pongol Festival always happens about the middle of January, and not after the 24th, as would lead one to imagine from what is said. Besides it is an annual feast, and the Contractors knew fully well that the villagers keep it up, and should therefore have arranged to make up during the remainder of the month for the time no coolies would attend.

6. Para 5. I am not aware if any thing was decided or expressed by the Superintending Engineer regarding the rates for the Earthwork on the Barur Tank Bund being too low.

7. Para 6. To provide for any sickness that may occur when a number of coolies are collected together, I wrote for and got sanctioned a Hospital Assistant and supply of medicines; so whenever it was possible every sick person was attended. It was chiefly the want of sheds for shelter and that they were not properly cared for by the Contractors that produced those panics when any solitary case of cholera occurred.

8. Para 7 and 8. What is referred to is after I gave over charge of the Project works. List of Estimates and plans supplied them and the receipt signed by the Contractors is given in the accompaniment to letter No. 44 referred to before; and the order to the Contractors was that on their requiring any other plan they were to apply for it. The Contractors has always the plans for such works they were undertaking.

9. Para 9. I have already shown that the Department gave great assistance in the collection of labor; but it was not taken advantage of by the Contractors. The Contractors after receiving the tools from Salem kept putting off payment for the same although frequently reminded.— When they paid the amounts due, they were supplied with any tools required. This is borne out by their receipts in the

Barur

Barur stores. Further six large barrels of gunpowder was got for them from the Ordnance stores, and immediately on arrival the quantity wanted by them was issued.

It will be seen from this explanation that the Contractors have no one to blame but themselves for failing to carry on the Project works. Every consideration was paid them and they received more assistance than is usual to give from the Department. The Tahsildars of the adjoining Talugs were written to lend their influence to send labor, and the sub-Collector Mr: Moore, I believe, also issued orders to the village authorities to help as far as they could. The cause of the slow progress and unsatisfactory state of affairs brought on by them is chiefly due, I believe, to the want of unanimity of the members comprising the firm. It came out in the enquiry before Captain Boddy and Romilly that for some time Raja Mudeliar, the principal partner had withdrawn from the Contract, and had made over formally his share to Mr: Ashworth and others, but had again joined the Firm. This was never reported to the Executive Engineer, Barur Project.

I have, &c^a,
Signed J. M. Bell,
Executive Engineer,
Salem Division.

/True copy/

L. Beatty - Col: R.E.,
Supg. Engineer, 4th Circle.

From

The Executive Engineer,

Salem Division.

To

The Supg. Engineer,

Fourth Circle.

Dated 21st
Recd: } May 1884.

No: 67

Enc: 4.

Barns Contractors:-

Replying to certain statements* contained in the Petition from Barns Contractors, regarding Barns Project Works.

* Printed Petition of 11th March 1884.

List of documents forwarded with letter No: 346 of 21st July 1884.

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1. Chief Engineer's Endorsement No: 1227 S.
2. Letter of Executive Engineer, Salem, on the Printed Petition of 11th March 1884.
3. —— Do —— Do — 29th April 1884.
4. Letter of Executive Engineer Barns on the Petition of 11th March 1884.
5. —— Do —— Do —— 29th April 1884.
6. Report of Supervisor, Kalyanasamier and Overseer Soobraya Pillay.

L. Beatty Col: R.E.,
Supg Engineer 4th Circle.
21st July 1884

Supg. Engineers Office, 4th Circle
Coimbatore, 21st July 1884.

No. 346
E.W.

From

The Superintending Engineer,
Fourth Circle.

To

The Chief Engineer,
P. W. Department.

Sir,

With reference to your endorsement
No. 1227 D. of 8th instant on the petition
of the late Barwe Contractors Messrs.
Soobraya Mudeliar and Co., dated Banga-
lore 5th July 1884, I have the honor to report
as follows:—

2. The tender of these men was accept-
-ed, because it was understood that they
were experienced Contractors, with a large com-
-mand of labor and carriage, who were
prepared to commence* operations at once, and
do work of the value of about Rs: 5,000
monthly.

3. But they were very slow, about
commencing

× herewith returned.

* Vide Mr: Bell's letter No. 67 of 21st May 1884, para 2.

commencing, and made such bad pro-
-gress throughout that, after they had had
the works in their hands from 11th November
1883 till 1st March 1884, Captain Boddy
found it unadvisable to leave the Project
any longer in their hands and gave them
notice under paras 13 and 14 of the condi-
-tions of the Contract.

4. Their statements that they were
interfered with and harshly dealt with, and
not properly instructed and supplied with
plans, &c", are simply untrue. Every
possible assistance was given them; even
what the Executive Engineer was not bound
to give, as in the supply of tools and
materials and in obtaining labor.

5. I send you herewith copies of the
remarks of Mr: Bell and Captain Boddy
in regard to the two printed letters of the
Contractors, dated 11th March and 29th
April; but as it may be more convenient
to you, I will now go through the letter
of 29th April para by para, and give
you information on each of the statements
made in it. My information is taken
from the letters of Mr Bell and Captain
Boddy, supplemented by explanations given
me orally by Captain Boddy.

Para 5. Here the Contractors assert
that their "exertions" were "energetic" and that
they were "handicapped and hindered in
the execution of the work by the Departmen-
-tal agency." That their exertions during
the four months they were engaged on the
Project were very feeble is shown by the fact
that the total value of work and materials
supplied by them amounted to less than
Rs: 7000; and to the best of my Know-
-ledge and belief the statement that they
were handicapped and hindered is a wil-
-ful falsehood. The Contractors know
well that the Departmental Agency gave
them every possible assistance, and were
anxious that they should succeed in car-
-rying on the work satisfactorily.

Paras 6 to 9. This is a gross perversion
of facts. The Contractors were selected
because they represented themselves as a

Company

company of great experience and large means, and with abundance of labor and carriage, ready to commence at once and execute work to the value of about 5,000 Rupees monthly. If they wanted time for preparation, they should have so stipulated in their tender, and that would have been considered a sufficient reason for rejecting it.

Paras 10 and 11. The Contractors were informed on 11th November, by Mr: Bell in person, that their tender was accepted; written notice was given them on 15th November; and after much need=less delay they signed the Contract papers on 24th November.

The Contractors were repeatedly ask=ed to supply labor for putting up the sec=tions of the earth work of tank, bund, and channel banks, and it was only after giving them fifteen days' notice that Mr: Bell collected labor by beat of tom tom and has the sections e=rected under para 18 of the agreement.

The

The Statement in para 11 is therefore a perversion of facts.

Para 12. As the Contractors went on wasting time, doing little or nothing, and neglecting the instructions of the Executive Engineer, he gave them his first warning.

Para 13. This is not understood unless the Contractors refer to coolies putting up sections.

Para 14. This probably refers to the sections of tank bund where clay would be wanted for the puddle wall; and this would be included in the Contractor's Bill and subsequently paid.×

× See remarks on paras 67 and 68 further on.

Paras 15 and 16. The term "hum=bug" Mr: Bell states he applied to some pavement work; which was so bad it had to be pulled down more than once.

Paras 17 to 19. As the Contractors were making no attempt to commence work at the Anicut and had explained to Mr: Bell that they were delayed by an Agreement with the Military

Authorities

Authorities at Bangalore for work at the camp of Exercise, Nilgunta Mudelliar was temporarily called in to take up the 1st section; but as Soobraya Mudel-liar & Co objected to this, at the request of Mr. Bell, Nilgunta Mudelliar with-drew and handed over his work and coolies to Soobraya Mudelliar. There never was any Contract with Nilgunta Mudelliar, he was merely called in temporarily because Soobraya Mu-delliar was doing nothing in the 1st section.

× Mr Bell pro-posed an agree-ment, but I disapproved.

Para 20. It is optional with the Executive Engineer to make advances to Contractors on the value of materials delivered; vide para 10 of the printed conditions of a schedule Contract.

Para 21. The Contractors agreed to supply work and materials of the value of Rs: 5,700 monthly while they did not do one seventh of this.

See para 4 of Mr Bell's letter

The payments made to them were:-

November ____ Rs: 500 — " — "

December

December ____ Rs: 664 — " — "

January ____ " 641 — 8 — "

February ____ " " — " — "

March ____ " 4,696 — 7 — 1

April ____ " " — " — "

May ____ " 408 — 2 — 8

Total of work & materials Rupees 6,910 — 1 — 9

Para 22. Mr Bell states that the amount offered, and which they would have forfeited, was Rs: 5,000. Like all their other offers and promises it meant nothing.

Para 23. The Contractors' coolies were not interfered with; labor was often supplied to them at their own request; the Executive Engineer did what he could to assist them in getting labor by writing to the Collector and Tahsil-dar; and by the transfer of Nilgun-ta Mudelliar's coolies.

Para 24. The Executive Engineer was not bound to supply the Contrac-tor with tools; but in fact he did all he could to assist him in getting them

them, and cold come to him.

Paras 25 & 26. This is perfectly untrue. The plans and estimates were open to their inspection at Barur; copies were furnished to them for any works they were ready to commence; and the subordinates were ready to assist them in putting up sections on the channel and tank - see also the copy of the Contractors' receipt, dated 10th December 1883, for the plans, &c., furnished to them. For any delay there was they are themselves to blame.

Para 27. They were doing so little, and were so negligent of the Executive Engineer's orders, that they were neither likely to fulfil their contract, nor to furnish work even to the amount of the allotment.

Para 28. The necessity for the second agreement was orders from the Chief Engineer. The contractors delayed for nearly a month to sign this.

Para 29

List of Estimates, and Plans handed over to Contractor Soobraya Mudeliar and Co.

No	Name of works
2	Constructing Anicuts across Pennar river.
3	Constructing Flood Embankments on the right and left ends of Anicut
4	___ Do. ___ Head sluice, Agaram channel
5	___ Do. ___ New Head to ___ Do. ___
6	___ Do. ___ Headsluice to Nedingal channel
7	___ Do. ___ Do. to Barur supply channel
8	Fifteen inlets.
9	Seventeen outlets
10	One Foot Bridge & 6, accommodation Bridges.
11	Supply Channel.
12	Constructing sluices, Morasamputty, Velanganoody & Pungumputty Tanks
13	Syphon sluice.
14	Fifteen distribution sluices.
15	Constructing Barur Tank
16	Surplus weir
17	Constructing Kulacoopum tank sluice

Barur
10th December 1883

(Signed) M. Soobraya Mudeliar and Co.
Contractors

(True copy)
(Signed) V. Soobraya Pillay
Overseer P.W. Dept.

No:	Plans.
26	Map of Barns Tank
6	Plan and sections of Nedingal channel sluice.
5.	— Do. — Do. — Agaram Head sluice
7	— Do. — Do. — of Sand sluices
30	Surplus weir of Barns Tank
3	Plan and sections of the proposed Ament and flordbanks on each side
27	Cross sections of Barns Tank bund.

(True Copy)

(Signed) V. Soobraya Pillay
Overseer P. W. Deptt.

(True Copy)

L. Beatty. Colmd, R.E.
Supg. Engineer, Fourth Circle

Para 29. There never was any unnecessary interference; and the Pongol festival is a matter that is ordinarily expected, and arrangements to prevent its causing delay should have been made by getting more work done before and after.

Para 30. The dresser only knows of four deaths. He says that the Contractors applied to him, and he treated the cases.

Para 31. About half the revetment of the Tank has still to be done, and there is not material in hand for one-hundredth part of it.

Paras 32 to 34. There was never any delay in furnishing levels and sections.

There was never a large gang of Wodders working on the revetment. It is a fact that Captain Boddy refused once to let some Wudders go on with the revetment. These men were to both supply materials and build, and they had very little material in hand.

They

They were told to collect more material and labor, so that both bund and revetment could go on together.

Para 35. It was not contemplated that this Department should supply powder; and it was not part of the agreement to supply it to the Contractors.

Para 36. This is not true. Mr. Bell says he wrote to the Revenue Authorities.

Para 37. There was no necessity for taking materials through Mitta land; the Executive Engineers never heard of the road in question while the works were in the Contractors' hands. They must have taken them that way simply for their own convenience.

Paras 38 & 39. The orders were to raise the work by regular layers with ramping. The Contractors' complaint in these paras is untrue and absurd.

Paras 40 and 41. This is one of the complaints of the Department against the Contractors, that they would not attend to orders, and work was at times so badly done that it could not be allowed to stand. I suppose the Contractors mean to say they were harassed because bad work was not accepted.

Para 43. Captain Boddy considers this libellous.

Para 44. This is untrue. The work was progressing very badly, and Captain Boddy while assuming a friendly attitude was obliged to warn them that he could not permit further delays.

Para 45. Captain Boddy is of opinion that the work never progressed satisfactorily; on the contrary the excessive delay obliged him to take the work from the Contractors.

Para 46. I advised Captain Boddy to give them a warning that if better progress was not made, formal notice of taking the works out of their hands would have to be given on 1st March

March.

Para 47. This is untrue. The levelling of the bed to receive the foundation of the anicut has not been completed up to this date, and much of it has still to be done.

Para 48. Captain Boddy states that the Contractors promised to bring labor to the Channel, but never brought it. The Tanks had water in them.

Para 49. The tanks have become dry, and petty Contractors have come forward to provide labor.

Para 50. Yes, the supervisor lived on the spot, brought labor, and gave them every assistance.

Para 51 and 52. The Contractors had been promising to bring 400 wodders, and Captain Boddy said[x] that the 90 men, who had just come on 22nd February, might work on the channel; on the understanding that the 400 others long promised would arrive the following Monday and take up

[x] vide his Memo No: 62 attached.

Barur, 22nd February 1884.

No. 62.

—Memorandum.—

Contractor Soobraya Modelly and Co. are allowed to employ the wodders whom they state have arrived from Dharmpuri in number about 90 upon those sections of the Barur supply channel which were personally pointed out to the Contractors this morning by the undersigned upon the distinct understanding that they will have four hundred (400) wodders at work on the east bund of the Barur Tank on the morning of the 27th instant.

(signed) O.V. Boddy Capt., R.E.,
Executive Engineer.

(True Copy)
L. Beatty Lieut. R.E.,
Supg. Engineer, 4th Circle.

Extract from Advertisement for Tenders in Fort St. George Gazette of 2d. October 1883.

× × ×

Para 3. "The work should be completed within 36 months from date of acceptance of tender, and the progress during this period must be proportionate."

× × ×

signed J. M. Bell
Executive Engineer.

(True Extract)

L. Beatty. Col. R.E.
Supg. Engineer 4th circle.

up work on the tank. So the Contractors' complaint is a mis-statement of facts to serve their own ends.

Para 53. The Contractors had been collecting Wodders since 11th November and this happened 22d February.

Para 54. No such order was issued; and the long promised 400 wodders never came.

Para 55. On the 1st March owing to the very unsatisfactory progress made, Captain Boddy was obliged to give the Contractors written notice of taking the work out of their hands. According to the terms of the Contract ten days notice in writing had to be given, but instead the Contractors were given up to 20th March.

× See Extract from Advertisement for tenders

Para 56. This need not be noticed.

Para 57. Yes. The Contractors would not attend to orders, did bad work, and had to redo it. The pulling down of bad work was done under para 6 of the conditions of the Contract.

Para 58

Para 58. The Overseer says the north wing was never pulled down, and it certainly has not been built of cut stone. It is built of burnt stone in chunam. The Contractor's statement is simply false.

Para 59. Overseer Visvanatha Iyer absolutely and positively denies he ever gave such an order, or that any wing was ever pulled down. The story is an entire fabrication, and without any foundation whatever.

Para 60. The contractors only collected 35 cubic yards of stone for the Flood Embankment; and so were never in a position to commence work upon it, as the revetment and earthwork had to be begun and carried at the same time.

Para 61. Work on the flood embankment was not begun until after the Contractors' connection with the works had ceased.

Para 62. Captain Boddy went for a few days to Salem to take over records &c^a. Before going he gave permission to the Contractor to go on with work on the Channel with his 90 wodders; on his return he found those wodders had gone off, of their own accord, to work at the tank; he never revoked the permission given; but he did think the Contractor had very little authority over his work people, to allow them to move about from one work to another in that way.

Para 63. Permission was never given to go on with work in the Drumputty Tank, because there was water in it.

Para 64. This is a mere groundless statement.

Para 66. Warnings had to be given as the Contractors made such bad progress and brought so little labor and materials.

Final payment was not made in March simply because the Contractor absented himself about 22^d March, while Captain Boddy was anxious to pay him up

up and have done with him. On 23d April Captain Boddy told me at Mattur what inconvenience this was to him. I advised him to write to the Contractor again that if he did not present himself, final measurement would be made in his absence on 8th May, in the presence of Mr Bell. During the period 22d March to 23d April, Captain Boddy wrote to the Contractor to come for settlement, but he did not make his appearance until (after further warning) on 8th May; when Captain Romilly, who had been specially deputed, was present, and final payments were made immediately after.

Paras 67 and 68. The Contractors have accepted the final measurements, and given a receipt in full.

6. From these remarks you will observe that the Contractors' letter is a tissue of mendacious inventions and wilful perversions of facts. They had the Project in their hands for upwards of four months, from

* Chief Engr's. memo No: 842 E of 5th May 1884. (Only)

from 11th November to 20th March, and the average value of work and materials supplied when all was fully paid up, came to an average of Rs: 1,730 monthly. If is thus clearly seen there was no hope of their carrying out the work in Contract time, and that it would be folly to let them go on wasting time over it.

7. Should the Contractors institute legal proceedings they should be resisted on the ground that the Executive Engineer was acting within his rights in taking the work out of the Contractor's hands at any time when he considered there was unnecessary delay on the part of the Contractor.

Another ground for resisting might, if necessary, be that the Contractors issued a Power of Attorney to one Hanuma Reddy which was contrary to para 16 of the Contract Bond.

But the fact that the Project was left to the Contractors for four months; that repeated warnings both oral

oral, and written were given; and that finally written notice was given them on 1st March that they would have to stop on 20th March is, I consider ample.

I have the honor to be,
Sir,
Your most obedt. servant.

L. Beatty Lieut., R.E.,
Supg. Engineer, 4th Circle.

No 1227 D. of 8.7.84

No 6163

From

The Supg. Engineer,
Fourth Circle.

To

The Chief Engineer,
P. W. Department.

No 1912 Way 7-8-84

Dated 21st } July 1884.
Despd: 23 }

No 346
Gen.
Enc: 6 19

Petition of Soobraya Mudelliar and Co., late Bairu contractors:—

Reports with reference to Chief Engineer's endorsement on the ——.

O.S. 132/7 Cir 28/7

C. 28.7.84 R. 4.8.84

No 1912 W PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 7th August 84

READ the following

Petition from M. Soobroya Mudelliar & Co. — AE. d/ 5th July 1884

S. Engr IV Circle — No 346/Gen. d/ 21st Do.

After careful consideration of the foregoing papers, the Govt see no reason to interfere with the action of the Superintending Local Public Works Officers in cancelling the contract of Messrs Soobroya Mudelliar & Co.

To

The Petitioners.
S. Engr IV Circle

Dpc 7/8

CL 24.7.84

W. 28.7.84