Replies to the points noticed by the Examiner in his Summary of the Inspection Notes of the Kistna Western Division Embodied in his D.O. No 1559/15 of 28th-5-88 as requiring explanation.

Item No 4. Contingent Vouchers in their present State with endorsement of payment, voucher nos and names of months, the payees receipts & dates, cannot be used again, but as a further precaution a Stamp "Cancelled" will be obtained and impressed in future, if approved.

Item No 10. The agreements are all taken in the piece work agreement form. The condition as regards time only refers to the sectioning of the banks as far as Earth work is done & not to the completion of the work. This is

only

only to show that the rate includes cost of sectioning & that sectioning should be done simultaneously with Earthwork or soon afterwards & not be put off. The things agreed upon are practically the rate and unit only. Such agreements come under piece work as defined in para 1344 of the P.W.D Code. If the progress of a work is unsatisfactory the steps taken are only to put in another Contractor or Contractors, & not to fine and make the original contractor responsible. On the other hand if the work is suddenly stopped the Contractor cannot have any complaint. He is paid for work done without reference to time or quantity. For these reasons bills were prepared in Form no 14 A under para 1734 & as such not entered into a ledger under para 1869 as modified by S.O. no 192 of 20-10-87 This has been the practice for a long time.

Lately the Examiner requested the preparation of bills in Form no 14 and arrangements have accordingly been made with regard to big Contractors though the arrangements are also in the piece work agreement form. The bills so prepared are now ledgered.

Item No 11 All the agreements in this division are as explained above considered to be bona fide piece work.

Item No 13 These are only piece work Contracts & as such the necessity or otherwise of a written agreement is, it is declared, optional

Item No 15 As the Contractors presented themselves to receive payments they were paid. Prompter payments are now being insisted upon.

The terms of G.O. no 94 dt 11-1-88 are being observed.

Item No 16 The payment was made by the Western Sub Dn officer. The attention of

of the Sub Dn officers has more than once been drawn to the objection of making payments without obtaining receipts & it is hoped that there will be no more such cases. A report about this has been made to the Supg Engineer.

Item No 17 The necessary adjustment has been made in the Supplemental accounts for march/88.

Item No 22 The line was not charged off to work because it was intended to be met on annual maintenance works of 1888-89. & as the Estimates were not at the time sanctioned nothing could be charged in 887-88. Advantage has to be taken of the Canals being open to convey materials by punt to the various sites & accordingly the required quantity of material was stored before the closure at a convenient place & and kept on stock so that as the material is issued, it may be charged off to works. This course is unavoidable &

& it is thought, is not objectionable, as necessary charges to works have since been made.

Item No 23. The attention of the Sub Dn officers has been drawn to para 297 of the P.W.D. Code & to the double irregularity in incurring liabilities without funds and keeping them without payment for an unnecessarily long time on the score of want of funds.

Item No 26. The Schedule of Rates has since been revised.

Item No. 27. The Stock writer is employed in the Divisional office No assists the accountants in checking the Stock manufacture accounts. He has been employed on the authority of the Superintending Engineer given in his No 357 of 26th May 1882 & again in No 20 of 8-6-87. The Punt writer has been employed in the Division office in checking the punt Books, preparing Nominal Rolls of punt Lascars,

preparing

of the ing bills for work done by puntsmen
& services of this man are retained
only as long as the punts are actually
working. ow the authority of the Executive
Engineer, it having been the custom for
several years back.

ENCLOSURE
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ENCLOSURE
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25 JUL 88
EXAMINER, P.W.

5th July 1888.

Executive Engineer
Western Division Kis

Ack
and

2d Enclos: to S.E's No 985
16-7-88

GOVT. OF MADRAS. } 1888. [No. 8.]

EXAMINER, P. W. ACCOUNTS.

Madras, 7 September 1888

OFFICE NOTE No. 2204

R 8-9-88

To

W.

To enable me to submit the report promised in para 3 of my office note No. 2066 dated 14th August 1888, please let me have again the original replies of the Executive Engineer Kistna Western Division to the several points in the last inspection report requiring his attention.

C.

Ack 7/9.
Mr. 7/9

No. 3423 C dy 10th Sepbr 1888

To C

Herewith.
10.9.88

KEEP-WITH Genl. No.

dated 188 .

1,000—7-2-88.

ACCOUNTS.
SECRETARY TO GOVERNMENT. 15 OCT. P.W. DEPARTMENT, MADRAS.

P.W. 9004
10432
8/88

To W. A. 2404/12-10-88
Encl

R 89-88

The distinction that the Executive Engineer attempts to draw between contracts and what he calls agreements for piece work has a plausible appearance, but I do not think it will bear close examination.

2. He says if progress is not satisfactory he puts in another contractor (he calls him "contractor") and that if the work is suddenly stopped the contractor cannot have any complaint; but there is nothing in this — which is not provided for, or intended to be provided for, in all admittedly "contract" forms. In these forms power is given to the Executive Engineer to cancel the contract at any time <u>for any cause</u>, even for want of funds; and he can always do this, if he likes, instead of fining the contractor and holding him responsible.

3. It is not, I think, disputed that, in all such cases, there is a certain quantity of work, a certain length of bank for instance, is reserved for the particular contractor concerned to work upon, and there is an understanding, implied if not expressed, that, as long as his work and his progress are satisfactory, no other contractor, and no other labour, will be put upon this section; and indeed without such an understanding the contractor would not find it worth his while to collect labour. There is therefore really a contract to execute a definite if not specified quantity of work, and if this is not clearly expressed in the agreement, so much the worse for the agreement. Moreover I believe that in some cases of these so-called piece work agreement there has actually been an expressed condition that the contractor shall do work of a certain value before a certain date.

4. To bring these agreements within the description of <u>bonâ fide</u> piece work is, I think, as impossible as it is to distinguish them from contracts. An agreement for <u>bonâ fide</u> piece work is defined as an agreement with individual labourer or with the <u>representative</u> of a gang of such

...ne Mills /

...ill not, I think,
...tained that the contractor, in
the cases in question, is the
"representative of a gang of
labourers". Some of these agreements
relate to work of the value of
twenty or thirty thousand rupees,
the execution of which, including the
sectioning ,, extends over three or
four months or considerably more;
and, seeing how the individual
labourer must change from week to
week, if not from day to day, it
would be absolutely impossible for
any "representative" of the individual
labourer to undertake the responsi-
bility of settling with them
individually for payment for work
when a percentage of the value of
such work is retained until comple-
tion, and may perhaps not be paid
at all. Agreements of this sort
could not possibly, I think, be
entered into by "bona fide piece
worker ", or by anybody except a responsible,
i.e. personally responsible , contractor.

C.

3315 W 18/10/88
3423 C 10/9/88
2626 W 24/8/88

PWC No 10432

15.10.88

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B. No: 3316 W
dated 18th Oct 1888.

Recorded with
Reference to No: 3315 W.
of 18th October 1888.

16.10.88

16/10/88

Ltr C. No 10013.