(1) பக்கங்களின் எண்ணிக்கை 50

(2) புதுக்கித் திருப்பிய நாள் 7/89

(3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

நிதித்துறை

அரசாணை எண். 163(W) அச்சகம்
மு. கோப்புத் தாள் எண். பலவகை

நாள் : 20-1-1840 ஆம்.

25

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

ஆணை: கா-1—18,000—15-6-87.

Copies of Testimonials.

No. 1.

I hereby certify that Mr. C. ASHWORTH, was employed as an Inspector in the Bengal Circle of Electric Telegraph for a period of two years, and I have found him to be intelligent, steady and industrious. He has done good service in the Mutiny of 1857.

Mr. ASHWORTH leaves this circle of the department to return to Madras.

("Signed".) GEO. O'DONNELL,
Deputy Superintendent,
Bengal Circle.

CALCUTTA,
26*th February* 1859.

No. 2.

I hereby certify that Mr. C. ASHWORTH, was under my orders in this Department for a period of eleven months, and during that time has given satisfaction.

Mr. ASHWORTH. left the Department at his own request on the 1st August, 1860.

("Signed".) J. T. BLISSETT,
Supt. of Tele. in the Sn. Dvn.

Supt.'s Office, Southern Dn.,
Madras, 23rd Oct. 1860.

No. 3.

Tu[illegible],
20th May 1863

CHARLES ASHWORTH, ESQ.,

Assistant in charge,

Telegraph Office.

SIR,

I have no hesitation in giving you my opinion that th
Telegraph Office here has been conducted by you to my satisfa
tion, and lately I have had a good deal of business with it.
have always met with great accuracy in the forwarding of mes-
sages and promptness in delivery of them by you, and I may,
further state that no error has occurred in any message that I
have received or forwarded. I have always met with civ[illegible]ty
and attention when I had to make any personal call at the Office
and received from you all the information I desired.

I can also give my opinion regarding yourself which
this ; that during your stay here your character in every poi
of view has been irreproachable.

I remain Sir,
Your obedient servant,

("Signed".) JOHN KENNIAP
Agent for A. & R. Crow

163/2

No. 4.

TUTICORIN,
21st May, 1863.

SIR,

In reply to your letter of yesterday's date I have much pleasure in bearing testimony to the general accuracy and despatch with which all telegrams addressed to me have been delivered since you took charge of the office.

Whenever I have had occasion to address you on any subject in connection with your official capacity I have always found you willing and ready to afford me all the information in yo[illegible] power. It will be satisfactory to me to hear that your services have been acknowledged by your department by promotion.

Yours faithfully,
("Signed".) C. E. BARTER.

No. 5.

TUTICORIN,
20th May, 1863.

Mr. C. ASHWORTH,
Telegraph Office,
Tuticorin.

[illegible]R,

I beg to acknowledge the receipt of your letter of the 18th
tant and as requested therein have much pleasure in certifying
t during the time you have had charge of the Telegraph Office
his station, the duties have been conducted carefully, the prompt
very of messages has always given great satisfaction, and also

the courtesy and attention received on occasional visits to the Office.

I have also much pleasure in certifying to your general character which I know to be steady and industrious, and I sincerely hope you will receive the promotion that you undoubtedly deserve.

I remain, Sir,
Yours faithfully,

("Signed".) A. PHIPPS,
Master Attendt.

No. 6.

TUTICORIN,
20th May, 1863.

To
Mr. ASHWORTH.

SIR,

In reply to yours of the 18th, I have much pleasure in bearing testimony to the general management of the Tele[graph] Office here since you have had the charge of the same, at the same time acknowledging your courtesy and readiness to afford information, &c., when required. I shall be very happy to learn that you obtain the promotion you deserve.

I remain, Sir,
Yours faithfully,

("Signed".) JOHN L. REID, M.D,

163/7

No. 7.

From C. B. SAUNDERS, ESQ., C.B.,
Chief Commr. of Mysore & Coorg.

To COL. R. SANKEY,
Chief Engineer,
Mysore.

MY DEAR SANKEY,

Mr. ASHWORTH, a nephew of the late Captain SMITH, who [u]sed occasionally to act as Paymaster to the Troops at Bangalore, [a]nd died at Poonamallee last year, is anxious to obtain an introduction to you with the view of his trying to get contracts from [y]our department. When acting as Judicial Commissioner I have [h]ad several opportunities of seeing his connection with estates [i]n which he was acting as Executor or Administrator and have [f]ound him to be respectable and trustworthy in his dealings in [c]onnection with the same, but have otherwise no knowledge of [h]is qualifications as a contractor on capitalist.

Yours truly,
("Signed".) C. B. SAUNDERS.

Hope Ville,
19th February, 1867.

No. 8.

BANGALORE,
13th September, 1869.

Mr. C. ASHWORTH.

SIR,

In answer to your application I am able to say that while [c]arrying out works on contract for me during the past twelve

months, I have had every reason to consider you as a
table and well conducted man.

I am, Yours truly,
("Signed") H. W. WOOD,
Captain R.E.

No. 9.

To Mr. C. ASWORTH.

SIR,

In reply to your application for a testimonial regarding the works carried out by you in the Dodaballapur Taluk, I have to state that the works carried out by you for the Irrigation Department were Madagoonhully Tank, a sluice to Coloor Tank, Gowdancoontah Tank, Goondasandra Tank and Chickanhully Tank. Madagoonhully is a very good piece of work and is standing well. The other works have been fairly executed,

Yours faithfully,
("Signed".) GEORGE POLE,
Captain R.E.

No. 10.

No. 193. District Engineer's Office,
Camp Kistnagherry, 14th January, 187

From,
The District Engineer of Salem.

To
Mr. ASWORTH,
Contractor.

SIR,

As requested in your letter of the 13th instant, I am happy to certify that you contracted for building a small bridge,

163/14

culverts on the road from Salem to Sooramangalum, and that you have done the work well and quickly.

I have, &c.,
("Signed") J. H. HUNTER,
Major, R.E.
District Engineer.

No. 11.

Mr. ASWORTH executed some tank work on contract under MESSRS. RICKETS and Target, I believe the works he turned out gave satisfaction.

("Signed".) W. R. JOHNSON.
Superintending Engineer.

22*nd May*, 1878.

From MAJOR E. S. LUDLOW,
Deputy Commissioner.

MY DEAR SIR,

If you can manage to be at the Balancuttee Reservoir on the way to the Jail about 9 o'clock this morning you will have an opportunity of meeting Major Moncrieff. I have spoken to him about your wishes.

Your faithfully,
E. S. LUDLOW.

—6—78.

BANGA...
September, 23*rd* 18

Mr. Charles Ashworth did a good deal of Contract work (chiefly buildings) for me while I was in charge at Bangalore I have much pleasure in placing on record the satisfactory man ner in which he fulfiled his engagements. His work was alway reliable, and he was invariably punctual in its execution.

F. J. ROMILLY, Lt. R.

Mr Charles Ashworth,

SIR.

I had not for gotten your note, but having really been very busy lately I have left it unanswered up to date. I was going to send you a reply to-day. I enclose a letter for Major Smith, and have much pleasure in sending you a certificate as to your note.

I am much obliged to you for the kind wishes contained in

Yours faithfully,
F. J. ROMILLY.

September, 2[illegible]

My dear Maltby.

The bearer Mr. C. Ashworth has asked for a letter as he is desirous of tendering for contract work in th cipality. He has done a good deal of work for m past 2 years and I have found him punctual and sa in every way.

April, 9*th* 1881.

Yours very truly,
(Signed) F. J. ROMI

163/5

This is to certify that Mr. C. Ashworth Contractor and Builder Bangalore performed certain building works in this Station whilst I was Executive, Engineer especially the Agram Ordnance Depôt Buildings N. C. O's. Quarters Queen's Own Sappers and Miners and that he did his work satisfactorily.

W. H. BURTON,
Colonel, R.E.

27*th April*, 1886.

From

SPENCER & Co.,
Madras.

C. ASHWORTH, Esq.,
Contractor, Bangalore.

Dear Sir,

We have the pleasure to hand you herewith our cheque on the Commercial and Land Mortgage Bank, Limited, Bangalore for Rupees 736-9-11 being amount which we were entitled to deduct from your contract for the construction of our premises at Bangalore.

We have much pleasure in complying which your request to allow you this amount, and at the same time permit us to express our entire satisfaction with your work in every respect, and we tender you our best thanks for all your care and attention to our interests while the buildings were under construc-

We are,
Dear Sir,
Yours faithfully,
SPENCER & Co.

10

No. 1179.

Deputy-Commissioner's Office,
Bangalore District,
Camp Bidadi, 6th February, 1884.

To

Messrs ASHWORTH HANUMA REDDY & Co.,
Contractors.

Sirs,

In returning your deposit amount of Rs. 500, I have to acknowledge with thanks the efficient manner in which you carried out your late contract for supplying the Troops at the Camp of Exercise.

2. In addition to performing all that you contracted for you gave the civil officers and myself material assistance. The baznars were always well stocked and the few complaints that were received were beyond your control. I have much pleasure in recording this.

I have the honor to be,
Sirs,
Your most obedient servant,
A. H. MACINTIRE,
Deputy-Commissioner,
Bangalore, Dist.

589
Mar 22-90

C.W. 5975
Mis-4-VII
a2-238-VII

140

163 of 1890

163/90

For orders whether Col. Burton is running upon the case in his own 16 marks accepted.

Cu
9.1.90

As there is no written evidence to prove that Col Vibart sometimes increased rates of the rates in question, I think Mr. Ashworth should be told that the Govt. declines to interfere with the action of the D.C. in the matter.

9.1.90

Read
9.1.90

15 NOV 89

Public Works Department

Madras, November 6th 1889.

No 5125C

16/79

Memorandum

In a petition from Mr C.R.L. Ashworth, Contractor Bangalore, relative to alleged short payments made to him in connection with the construction of public buildings for the N.I. Regt. at Bangalore, the following paragraph occurs:—

"Your petitioner has reason to suspect that the marginally noted documents, favorable to Petitioner, are missing from the file, probably owing to which the Superintending Engineer has not been able to arrive at a proper decision in the matter connected

Petitioner's petition to Col. Hompson asking for enhanced rates for reasons stated therein.

Colonel Abbat's letter to Ex. Engineer sanctioning a revised schedule of enhanced rates on petitioner's petition to Col Hompson. . . .

SUPDT. ENGINEER'S OFFICE
NO.
8 NOV. 89
P. W. D.
FOURTH CIRCLE

EXECUTIVE ENGINEER'S OFFICE
No. 3300
15 NOV. 89
NILGIRIS

with the original work."

2. Colonels Vibart and Thompson are requested to be so good as to state whether they recollect anything of the documents in question, and Colonel Thompson is requested to report whether he remembers the receipt in the Divisional office Bangalore, of Colonel Vibart's order (document No. 1.)

Colonel Vibart is requested to be good enough to send this reply, with this memorandum, to Colonel Thompson, who can transmit it direct to this office with his opinion regd.

Reginald. Birchmore
Lieut. Colonel R.E,
Acting Chief Engineer P.W.D.
Et Bd & Rds

The Superintending Engineer,
IV Circle

RECEIVED GOVERNMENT
24 NOV. 89
W. DEPARTMENT, MADRAS.

To,

The Secretary to Government of Fisadras,
Public Works Department,
Madras.

The Petition of Charles R. L. Ashworth, a Contractor and Builder, residing in the Civil and Military Station of Bangalore.

Humbly Sheweth,

That about two years ago, Your Petitioner tendered at 5 per cent less than the estimated rates for the construction of Public Buildings for a Native Infantry Regiment, on the Arab Lines plains, in the Civil and Military Station of Bangalore, and the said tender was accepted by the Executive Engineer of the Division.

2. That Your Petitioner used every effort in his power to swipe his Contract, but owing

owing to an unexpected demand for labour in connection with the Kolar Gold Mines, a very large number of workmen went away from Bangalore. Your Petitioner was obliged to import other workmen at higher rates of wages. The prices of materials also were enhanced at the same time, owing to the demand at the Kolar Mines, as well as to the restrictions introduced under the new Forest Rules, and the fresh local taxation imposed by the Municipalities.

3. That under the circumstances above detailed, Your Petitioner had no alternative but to petition the Executive Engineer of the Presidency Division to sanction increased rates, of which detailed data, as to the actual prevailing rates, were submitted. This matter was referred to the then Officiating Superintending Engineer, Colonel Vibart, who, directed a Revised Scale of Rates to be prepared, in accordance with the prevailing rates in the local market. On the authority of this Order, a Variation Statement was prepared for Your Petitioner's works and submitted to the Superintending Engineer. This Statement provided for the Excess rates, and also for the new pattern light-

a ning

=ning Conductor for the Magazine, which latter was not in the Estimate. This Statement was returned by Colonel Vibart, and a Completion Report was called for by him. Meanwhile, the building contracted for were completed by your Petitioner at higher rates than the Estimate. The only thing incomplete was the fixing of the lightning conductor, for which a cheaper Estimate of cost had to be prepared, and there was a delay of some months in procuring the copper bands and holdfasts from Bombay.

4. That during the preparation of the Completion Report, Colonel Vibart was relieved by Colonel Burton. The then Subdivisional Officer, Mr. Ward, to whom was entrusted the preparation of the Completion Report, instead of acting up to the Order issued by Colonel Vibart and providing for the enhanced rates, submitted a Completion Report, calculated on the Original Estimate rates, and omitting to provide for the deviations and miscalculations in some of the items in the Original Estimate. This Report, Your Petitioner believes, was not accepted by the Executive Engineer, but a Separate Rebate was prepared in his Office

and

owing to an unexpected demand for labour in connection with the Kolar Gold Mines, a very large number of workmen went away from Bangalore. Your Petitioner was obliged to import other workmen at higher rates of wages. The prices of materials also were enhanced at the same time, owing to the demand at the Kolar Mines, as well as to the restrictions introduced under the new Forest Rules, and the fresh local taxation imposed by the Municipalities.

3. That under the circumstances above detailed, Your Petitioner had no alternative but to petition the Executive Engineer of the Presidency Division to sanction increased rates, of which detailed data, as to the actual prevailing rates, were submitted. This matter was referred to the then Officiating Superintending Engineer, Colonel Vibart, who, directed a Revised Scale of Rates to be prepared, in accordance with the prevailing rates in the local market. On the authority of this Order, a Deviation Statement was prepared for Your Petitioner's works and submitted to the Superintending Engineer. This Statement provided for the Excess rates, and also for the new pattern light-

ning

=ning Conductor for the Magazine, which latter was not in the Estimate. This Statement was returned by Colonel Vibart, and a Com=pletion Report was called for by him. Meanwhile, the buildings contracted for were completed by Your Petitioner at higher costs than the Estimate. The only thing incomplete was the fixing of the lightning conductor, for which a correct Estimate of cost had to be prepared, and there was a delay of some months in procuring the Copper bands and holdfasts from Bombay.

4. That during the preparation of the Completion Report, Colonel Vibart was relieved by Colonel Burton. The then Sub Divisional Officer, Mr. Ward, to whom was entrusted the preparation of the Completion Report, instead of acting up to the Order issued by Colonel Vibart and providing for the enhanced rates, submitted a Completion Report, calculated on the Original Estimate rates, and omitting to provide for the deviations and miscalculations in some of the items in the Original Estimate. This Report, Your Petitioner believes, was not accepted by the Executive Engineer, but a Separate Report was prepared in his Office

and

and Submitted for the Sanction of the Superin-
-tending Engineer. After some correspondence
between Colonel Burton and the Executive
Engineer, the former called for a Revised Estimate,
embodying the sanctioned Estimate for the
Additions to the Place of Arms and flanking
for the Excess, and it was directed that the
Revised Estimate should be Submitted for sanction.
A few days Subsequent to this Order, and while
the Revised Estimate was about to be prepared,
another Order was received by the Executive Engineer
from Colonel Burton, which set aside all
previous Orders on this subject, and directed
that the Revised Estimate should be prepared
on the rates in the Original Estimate for these
works.

5. That it will thus be seen
that whilst Your Petitioner, relying
on good faith on the
Sanction granted to the enhanced rates by Colonel
Vibart, had pushed the work on to completion
the last Order by Colonel Burton has proved
a very great hardship, entailing heavy losses
on Your Petitioner, and whose prayer for en-
-hanced rates having been sanctioned, are now
withheld after the lapse of two years. Your

Petitioner

Petitioner, therefore, humbly prays that this
question may be taken into favourable con-
-sideration before the final adjustment of his
account in the Executive Engineer's Office takes
place.

6. That Your Petitioner submits
respectfully that nearly 18 months after the com-
-pletion of the buildings for the Native Infantry
Regiment, an Estimate for Additions to the Place
of Arms was sanctioned by the Government,
and an Order (Vide A in Appendix) from the
Executive Engineer for its Execution was sent
to Your Petitioner, who began the work under
the natural impression that he would be allowed
to complete it and be paid fair rates. Accordingly,
Your Petitioner, started the Additional works.
When the foundations were nearly completed, the
work was stopped by order of the Executive Engineer,
acting under the request of the Military Authorities,
who desired to alter the direction of the buildings.
It was not till after the lapse of about 4 months,
that the question was finally settled, and the
work was resumed in a different direction.
Your Petitioner regrets to say that the work was
again stopped, after the foundations and

basement

basement had been completed in the new dir-
-rection, but no reason was assigned for such
stoppage. The Executive Engineer was ordered
to settle up Your Petitioner's accounts finally for
work done and materials collected at site.

7. That Your Petitioner most humbly
submit that in consequence of these Additional
works having been thus twice stopped, he has
been a very large loser in the shape of out standing
advances for labour and materials which he has
been unable to recover. Your Petitioner, therefore,
respectfully submits that he is entitled to com-
-pensation for the losses thus sustained by him
which he calculates at 20 per cent on the
amount of the Sanctioned Estimate, and prays
that Sanction may be given for this payment.

8. That your Petitioner respectfully
begs also to state that the Estimate provides for
rubble stone work for the foundations and base-
-ment of this additional work, but the late Sub
Division Officer, Mr Mac Alister, insisted on
Your Petitioner doing Coursed rubble work, which
is of a superior kind. The Executive Engineer,
on Your Petitioner's Complaint, (Marked B in Appendix)
passed a higher rate for this item of work, but

Colonel

Colonel Burton has declined to accord his
Sanction to the increased payment, remarking
that if the Contractor chooses to do superior
kind of work, he must pay for it out of
his own pocket, or words to that effect. Your
Petitioner submits that he did not do this kind
of work of his own accord, but was compelled
to do so by Mr Mac Alister. The work was of
a nature and quality which had not been
provided for in the original Estimate.

9. That Your Petitioner is also
informed that Colonel Burton has directed
the Executive Engineer to deduct 5 per cent on
all payments to him on account of these
Additional buildings, giving as his reason, that
as the works were in continuation of Your Petitioner's
former Contract, he is bound by the same conditions.
Your Petitioner respectfully begs to protest against
such treatment, and denies that his original
Contract has any connection with the Additional
Works for which a seperate Estimate was sanctioned
18 months after the completion of the former
Contract, and for which a Seperate Lump
Sum Security was taken from Your Petitioner,
who therefore, cannot be held to the terms of

a

a Contract which had lapsed, or were be bound by that Contract to carry out the Estimates for the Additions. These words, Your Petitioner, (Vide Appendix A) understood would be paid for at the full rates in the Estimate, inasmuch as Your Petitioner had already complained of the lowness of the rates in the Estimate for the previous works. It was not therefore likely that Your Petitioner would, in the face of that complaint, have undertaken to do the work of the Additions at 5% per cent less than those rates.

10. That Your Petitioner has further been informed that Colonel Burton has issued a prohibiting Order to the Executive Engineer not to employ him as a Contractor again, until further Orders. Your Petitioner is not aware of having committed any fault to justify the Superintending Engineer issuing such an Order. In consequence of this Order, Your Petitioner has not only suffered pecuniary damage, but also in credit and reputation. The report of this Order has spread, in an exaggerated form, not only in Bangalore and Madras, but also in the Districts and will tend to materially injure Your Petitioner's future

future interests. Your Petitioner, therefore, humbly prays that Colonel Burton's Order may be cancelled and Your Petitioner be permitted to publish the cancellment.

11. That Your Petitioner is now informed, that the work of the Additions to the Place of Arms has been ordered to be resumed for the third time, and that the Superintending Engineer, ignoring the recommendation of Mr. de Winton that Petitioner should be allowed to complete the work, has directed that tenders be invited for its completion, a course of action which has caused further damage to Your Petitioner.

12. That if, as Your Petitioner surmises, the issuing of the Order not to employ him, has any connection with the Completion Report mentioned in paras 3 and 4 of this petition, the Superintending Engineer being led to believe that a fraud had been committed in substituting the Report prepared in the Executive Engineer's Office, for the one prepared by Mr. Ward, and that Your Petitioner is jointly with Mr. Dunphey, the late Head Accountant of the Presidency Division Office, implicated therewith, Your Petitioner most emphatically denies

denies complicity in any fraud connected with this Case, and he is not aware that any fraud has been committed or even intended. To Your Petitioner's knowledge all transactions in this Case have been open and above-board, as explained in para 4 of this petition. From the action of the Superintending Engineer, however, Your Petitioner is inclined to believe that Colonel Burton has misteken the circumstances connected with the Case and has simply disposed of it off hand.

13. That both Colonel Thompson and Mr. de Winton are of opinion, that Your Petitioner is being very hardly treated by the Superintending Engineer; and these gentlemen are, like Your Petitioner, at a loss to know the actual cause of it, and they no doubt sympathize with Your Petitioner in consequence.

14. That Your Petitioner has, for the past 24 years maintained his reputation as a Contractor, as will be seen by the enclosed printed copies of testimonials, and Your Petitioner is grieved to find that Colonel Burton's action should now tend to destroy that reputation.

1. Petitioner Petition to Govt.
Thompson asking for inquiry
petn for various claims
Recvd.
2. Govt. Memo' letter to Govt. Engr.
enclosing petitioner's letter of
complaint with an Petitioner's petn
& Colonel Thompson.

15. Your Petitioner has reason to suspect that the marginally noted documents, favourable to Petitioner, are missing from the file, probably owing to which, the Superintending Engineer has not been able to arrive at a proper decision in the matter connected with the original works.

16. In conclusion, Your Petitioner prays that his Case may receive just and favourable consideration at your hands, for which, he shall, as in duty bound ever pray.

Dated Bangalore
The 31st October 1889.

Wm. Ashmore

Appendix

A.

From, The Executive Engineer
Presidency.
To, Mr. C. Ashmore
Contractor.
No 1067 M.S. — Bangalore, dated 6th November 1888.

Has the honor to request him to proceed at once into the work of "Additions to the Fence of Arms &c. of the 1st Pioneer Line" on receipt of orders from the S.D.O. Bangalore, to whom instructions have this day been sent.

(Signed) Ross Thompson Col R.E.
Ex. Engr. Py Dn

B.

163/187

B.

Extract of letter dated 19 May — 1889.

From Mr. C. Ashworth

Contractor and Builder

To The Executive Engineer

Presidency Division

Sir,

× × × ×

× × × ×

5. I have the reasons Sir, in addressing you, as I wish to bring to your notice, that the Sub Division Office demands from me work; the quality and nature of which is neither specified or estimated for × ×

× × × ×

6 I am quite willing to carry out any reasonable order given by the Sub-Division Officer, for which I am to be paid only at estimate rates, but when I am ordered to execute more expensive work on these rates, I ask you, Sir, whether I am expected to obey the order.

× × × ×

× × × ×

I have &.

(Signed) C. Ashworth

Contractor & Builder

(True Copies)

P.W.C. No. 10476
E.1
140/90

Petition

from

Mr. C. Ashworth

Contractor and Biueder

Bangalore

To Rg 4.11.89

The Secretary to the Government

of Madras

Public Works Department

Dated Bangalore 31st October 1889

Referred

No. 5130 Cd/ 6th November 1889

Referred to

the Supty. Engineer

Circle for

favour of early

report

Rue Drake-Brockman

Lt Col RE

Ag Chief Engr. & Secy

6.11.89

CHIEF ENGINEER
7 NOV 89

No 569
N.I.

Supg. Engineer's Office, IV Circle,
Bolarum 12th November 1889

From

Colonel H. M. Vibart R.E.,
Superintending Engineer,
Fourth Circle.

To.

Colonel Ross Thompson R.E.,
Executive Engineer,
Nilgiri Division.

Sir,

In forwarding the accompanying
Memorandum No 5125 C dated 6th November 1889,
in re short payment said to have been made
to Mr. C. R. L. Ashworth, Contractor Bangalore
I have the honor to state that I do not re-
-member the letter therein alluded to.

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

Rue Drake-Brockman Col: R.E.,
Superintending Engineer IV Circle.

Encls: 1.

No 2804

I have no recollection of the
letter documents in question

Ross Thompson
Colonel RE
Ex. E. N. Div.
Camp Wellington

15 NOV 89

MwR

EXECUTIVE ENGINEER'S OFFICE
No. 3300
15 NOV. 89
NILGIRIS

52/16

P.W.C 8c 10956

From,

The Exc: Engineer
Nilgiri Division

To,

The Chief Engineer
P.W. Department
Madras.

Dated 15th
Desp'd 15th } November/89.
Recd

No 2804
Enclo: 1.

Short payments to
Contractor Mr. Ashworth
Bangalore.

States he has no re-
collection of the receipt
of alleged missing
documents.

Submit reply
Draft to S.E. Circle
for Ltr 5130 C/6/11/89
10.11.89

Mem. 10-1-90

SUPERINTENDING ENGINEER'S OFFICE,
V Circle, Madras,

No. 6394. Bangalore, 1st January 1890.

From Colonel W.H. Burton R.E.
SUPERINTENDING ENGINEER, V CIRCLE,

To
THE Chief Engineer
Public Works Department.

SIR,

With reference to your memo No 5130C dated 6.11.89 enclosing Mr. C. Ashworths petition of 31.10.89 I have the honor to report as follows.

Enclosures.
1 C&E Endorsement dated 6.11.89 enclosing Mr. C. Ashworths petition of 31 C/6/11/89 with printed Copy of Testimonials.
1 Printed petition with printed Testimonials.

A. Paragraphs 1.2.3.4 (first 9 lines in printed Copy) and 12 appear to be intended to represent hardships and ill treatment he met with from the Public Works Officers in regard to the execution by the Petitioner of the works estimated to cost Rs 21636 and sanctioned in G.O 2952 dated 20-11-84 these works were commenced in July 1886 and finished with a few extras before the 31-3-88.

B. The last 8 lines in para 4 of the printed copy and paragraphs 5.6.7.8 & 9 are intended to represent similar matters in regard to the works

works Estimated to cost Rs 8710 and sanctioned in G.G 3237W dated 12th October 1888. which were commenced in November 1888 and stopped in June 1889. These are now in the hands of another builder.

C. In paras 10, 11 & 12 the petitioner represents he was improperly and unfairly dealt with in not being allowed to complete the last mentioned work and surmises I have issued an order to Executive Engineer calculated to injure him.

D. In para 13 & 14 Petitioner represents that the late and present Executive Engineers think that I have unnecessarily to issued above order.

E In para 15 suggests that my action towards him has been due to some Petition of the Petitioners addressed to Colonel Ross Thompson and to some orders of Col: Vibart RE when Superintending Engineer having been lost.

2. As regards "A" Mr Ashworth was one of 5 builders who tendered for the execution of the work by contract in June 1886. the terms of the tender and proposed Contract were to include following conditions:-

(a)

(a) The work was to be paid for at 5 per cent less than estimated rates. 15/3/18

(b) Security for a proper completion of the work was to be obtained from contractor by means of a ten per cent deduction from each of the payments to be made thus this would amount to Rs 2000 or thereabouts.

(c) Penalty for breach of contract as in para 18 & 19 and clauses V, VI, VII & VIII of Form 175 M.

(d) Bond was to be on the Form M 175.

(e) The whole work was to be completed on 10th March 1887.

3. There were 4 other builders who tendered in reply to the Executive Engineers notice advertised in local Newspapers and the 5 tenders were at 2½, 3, 5, 6 & 6 per cent below the estimated rates. So that Mr Ashworth's tender at 5 per cent below estimated rates was not the lowest. These terms etc were reported to the Chief Engineer in this Office No 1359 of 24 June 1886 as the amount of the Bills of the work with the above terms a, b c. etc would be less than Rs 20000 I accepted the tender myself on 14th June 1886 and the Executive

Engineer

Engineer's duty thereupon was first to get Mr Ashworth to sign a bond on Form 175 M with the above conditions, secondly to sign it himself and thirdly to order Mr Ashworth who would be thence properly styled the Contractor to commence the work. However no bond was signed the work was commenced about July 1886 and not really completed until some short time previous to 31st March 1888

On 31st March 1887 the money reserved by means of the 10 per cent deduction from Bills by the Executive Engineer was I am told Rs 200 - its greatest amount had been Rs 1200 that is in February 1887. At this time however Mr Ashworth had done work amounting to as afterwards appeared some Rs 494 in excess of the sanctioned work (there had been some lightning Conductors fixed on the Magazine and other extras) but this extra work and total work was, owing to the laxity of the late Executive Engineer not measured up and valued until 6 November 1888 when it was so by Mr Ward who was then Sub Divisional Officer and consequently the only officer under Executive Engineer's orders who would properly measure it &c unless some order had had been issued to the contrary - 167/19

4. I believe Mr Wards measurement and valuation to be correct and the late Executive Engineer has shewn nothing to the contrary.

This measurement do show the value of work done on 31st march 1888 to have been Rs 22130-7-1 but out of which I claim on part of Government to deduct contrary to what late Accountant Executive Engineer to have shewn Rs 499-9-0 on account of materials purchased by the Executive Engineer and handed to Mr Ashworth for the work - Mr Ward could not know what Executive Engineer had paid for such materials.

Mr Ward's the one, true and only proper measurement and valuation of this work was duly submitted to and safely reached the hands of then acting Executive Engineer Capt: Lindley RE and the late Executive Engineer Colonel Ross Thompson but as described &c in my report on Mr Dumphy's conduct has not in the usual way reached me

Another valuation and measurement prepared

prepared in late Accountant's hand-
-writing was substituted for it and
the settlement of this question (bill
or claim for any definite sum we have
never had from Ashworth to this day
not even with the petition) has been
thereby delayed.

5. Mr Ashworth disputed Mr Ward's
measurement and valuation but without
submitting any counter claim - and
the late Executive Engineer instead of
stepping out, settling this dispute and
so doing his duty was made as I say
by the hands of his Accountant, to a
represent to me that work was done
to the value of Rs 25164-9-10 or thereabouts.

By the rules of our Department this
last sum could only be dealt with by
the Supg: Engineer in the shape of a
revised Estimate because in January 1889
when I first heard of it, additional
work estimated to cost Rs 8710 had been
recently sanctioned (G.O. 3237 W dy 12-10-88)
and made supplemental to the original
work sanctioned in 1884 - so I called
for a revised estimate in reply to the

Executive

Executive Engineer's apparent representation
of 18 January 1889 in letter No 983 and
I have not yet got it. 163/20

6. In para 12 the petitioner denies
complicity with any fraud connected with
this case but as he says "no fraud was
intended" by the accountant substitut-
-ing the Completion Report of Rs 25164
for the proper D.P.W Completion Report
of Rs 22130 he evidently knew what
was intended thereby and is not at
all in my opinion altogether irresponsible
for that misrepresentation and we know
he would not accept Mr Ward's ~
valuation - and so far as he has
suffered in the delay which has
occurred in the settlement of this
part of his case he must blame ~
himself

7. Mr Ward in his report to me of the
19th December 1889 describes how a ~
previous settlement had been attempted
and how it failed but I was then
in England and the Sub Divisional
Officer concerned who acted for a
week or so only - is dead.

That

That is all I have to say in regard to the work sanctioned in November 1884 but I must refer you to the sub Divl Officer's report and comparative statement of 19 December 1889 sent up with other papers on this date

2 Encls

S. as regards the portions of the petition in
B. also the opening words of the petition "about 2 years ago" - Mr Ashworth says he has been wrongly treated by me because I have by my action subsince 18 January 1889 for instance - upset or intend to upset certain enhanced rates sanctioned by Col: Vibart and in para 15 he suggests to you that this action of mine is probably due to Col: Vibart's letter sanctioning a revised schedule of rates - on his petition to Col Ross Thompson having been lost - he thereby absolves me from necessity of acting on a letter or engagement of my predecessor for I have never seen it - he cannot show me a copy of it - Dumphy could find no trace of it [after searching the Executive Engineer's records and mine inclusive I presume, as he might

8

1631/1889

N.B. Supt Segt Green's letter No 141 of 27 January 1888 in Dumphy's file

have if he did not, of the receipt or despatch Registers of letters] and the late Exe: Engineer wrote on 7th February 1888 on a letter these words "I know of none" in reference to Mr Dumphy's words "we have supg: Govts authority to increase our rates" - we have on this point therefore the following evidence in support of Mr Ashworth's claim - not one single figure or date of which does he give us" - for some enhanced rates granted or sanctioned by Col Vibart -

Mr Dumphy's statement written in pencil on above letter marginally described on 7 February 1888 - and the following against Mr Ashworth's claim for enhanced rates either for the original work commenced in 1886 and finished before 7 February 1888 or for the work commenced in Novr 1888

I Executive Engineer written words on above letter of late Sergeant Green's.

II Sub divl: Officer's statement para 4 in his letter 19 December 1889.

III The absence of any reference to any such letter of Col: Vibart's in the Registers

Registers of letters despatched from Supg: Engineer's Office as certified to by silence on Mr Dunphy's part.

IV The absence of any reference to any such letter of Col: Vibart's in the Registers of letters received into Executive Engineer's office at Bangalore.

Silly action on this indefinite Claim for enhanced rates on the part of Ashworth has been based on the latter facts rather than on Mr Dunphy's written statement of 7th February 1888 with which he attempted to beguile the late Executive Engineer.

To which I will add that Mr Ashworth in 1888 as he apparently intends to show could not properly claim rates for work done chiefly in 1886 extra to those of his tender of June 1886. had he found all labour suddenly improcurable on account of gold mines in 1886 and 1889 why did he not so represent at that time?

10. As to the 7 para Mr Ashworth suffered no loss he commenced to excavate foundations for the additional

additional Buildings on the West side of the original Place of arms and before he had gone so far as to finish the excavations he was stopped owing to the additions being required on the East side. What he did he will be paid for if not already paid for at Nett estimated rates. he was stopped again and finally in June 1889 because he was acting contrary to the conditions of the only Contract Bond he and Executive Engineer had mutually agreed to sign but did not viz 175 M in regard to quality of work and materials for some of it had been so badly executed that a great portion of the work done had had to be pulled down and rebuilt. also there was no Contract Bond between Executive Engineer and Ashworth on 10 June 1889 signed although on 4 November 1888 a draft bond had been possibly seen by Ashworth contained probably the terms on which the late Executive Engineer was prepared to base a contract

also

also there was the absence of any bills for the previous work of 1886 - also there was a quantity of the most atrocious timber brought to the work.

11. Also the Military authorities in June 1889 had come to no decision as to which Arm of the service ~ Pioneers or Native Cavalry would occupy the building so consequently the design for it if the latter would occupy it would be again wrong

I consulted the Executive Engineer Col: Ross Thompson and he agreed with me to stop the work and stopped it has been ever since

12. Mr Ashworth was not unfairly dealt with by Mr Macalister but before this petition was written, or printed &c I had given orders to the present Executive Engineer to credit Mr Ashworth with the rates to which he the Executive Engineer thought Mr Ashworth was entitled when measuring the work commenced in November 1888 also in regard to para 9 & petitioner's

appendix

appendix A being shewn when at Bangalore in November 1889 a draft contract Bond relating to this stamped by Col: Ross Thompson on 4 November 1888 and feeling pretty sure that this was the bond on which Col: Ross Thompson had intended to base a contract 12 months ago - the Executive Engineer has been directed to credit Mr Ashworth with rates estimated rates for work commenced in November 1888

13. As to C. or para 10, 11 & 12 the orders I have given to the Executive Engineer have been necessitated by the duties of my appointment; no person ~ tendering has a right to enquire reasons for rejection of any tender and I have rejected no tender ~ from Mr C Ashworth

As to Mr deWinton's recommendation that Mr Ashworth should complete a work for which a contract for Rs 8000 would be required I have not accepted that recommendation

14. As to D" Before I stopped the

work

work on 10 June 1889 I freely consulted Col: Ross Thompson as to the general advantages and disadvantages to Government and Mr C. Ashworth he agreed with me that it was better to stop it and settle up at once with Ashworth – Mr deWinton says he is trying to do so and has been so for 5 months but how can any Executive Engineer settle any claim he is not presented with?

5. As to para 15 I know nothing bout the loss of the two letters he describes and will not believe a word about either until I see them and the decision I have arrived at is based solely on what I have seen

16. I think Mr C. Ashworth should be informed that he had best accept Mr deWinton's measurements of the 2nd. work and Mr Ward's of the first or take legal action.

I have the honor to be,
Sir
Your most Obed.t Servant
W.H. Bruton
Col RE
Supg: Engineer Circle

163
2/7

C.F.C. No. 140

No. 6394

No. 5125 C dy 6-11-89
" 3237 W - 12-10-88
" 2363 C - 3-7-86
" 2952 W - 29-11-84

From

The Supt. Engineer
5th Circle

To

The Chief Engr
&
Dy Secy

Dated 1st
Dispd 6th } January
Recd 8th } 1890

Petition from Mr
Ashworth
Contractor

Report on the
several points
&

H.w. 10-1-90 R. 14-1-90

Public Works Department.

16 3/25

PROCEEDINGS OF THE MADRAS GOVERNMENT.

10 January 1890

Read the following

Petition from Mr. C. Ashworth dt. 31st October 1889.
Letter from Col. Vibart Dt. S. E. 5th Circle - No. 569/W dt. 12th Novr 1889.
Endorsement by Col. Roy Thompson Dt. - No. 2804 dt. 15th Novr 1889.
From the Supdg. Engr 5th Circle - No. 6394 dt. 1st Janry 1890.

Recd 10 Jan

There is no written evidence to prove that Col. Vibart sanctioned excessive rates for the work referred to by the Petitioner, and after careful consideration of the matter, the Govt. declines to interfere with the action of the Supdg. Engr.

H.w.s
9.1.90

Rect. 10.1.90

To

The Petitioner
" Supdg. Engr 5th Circle

H.w.s

Cu