

Public Works (1896) Department.

G.O., No. 349

DATED 14-1-96

[Despatch Abstract.]

T. M. Ponnuswami Pillai, late P.W.D.
Contractor, Buckingham Canal Dn —
Informed with reference to his petition,
that Govt does not see any ground
for interfering with the settlement already
made of his claims.

29-2,000-23-9-85.

CN^o 10074

M. S. D.

Please say whether this
should be ~~comd.~~ circulated
to His Secy., or be issued.

Kindly also have the
communications inserted.

Contractor's letter
Department Madras 9/11

It need not be circulated
It should be communicated
only to the petitioners

M. S. D. There are no
orders on the paper
to "issue" 9/11

B. N. 9-1-96

To

HIS EXCELLENCY THE RIGHT HONORABLE

THE GOVERNOR IN COUNCIL,

FORT ST. GEORGE.

Most respectful petition of T. M. Ponnusami Pillai,
Contractor, late of the Public Works Depart-
ment, Madras.

RESPECTFULLY SHOWETH,

1. That he had been a contractor in the Northern sub-division, Buckingham Canal, &c., the petitioner a Catholic Native Christian begs most respectfully to forward a copy of his petition to the Chief Engineer, laying before him the ill-treatment he had received at the hands of sub-divisional officer, Mr. Bond, who to favor his favourite contractor, put your humble petitioner to great inconvenience and hardships and loss by cancelling his contract. Your humble petitioner further begs to state that the reason for not presenting this petition earlier was owing to his having to go about from place to place to avoid his creditors and ultimately had to sell the only property he had, a house and ground, to satisfy in part, his creditors from whom he had borrowed the money to carry on the works which will be seen in the petition. Your humble petitioner is also informed that some 2 or 3 hundred Rupees were put aside from the works to pay him but no notice was given him of this arrangement and after the lapse of some time the amount was credited to Government as unclaimed, and thereby depriving your humble petitioner of this small amount also, your humble petitioner now begs that this amount so set apart may be now paid him while further enquiries are being made in P. W. Department for the settlements of his claims, if this is not done and justice mated out to him, he as well as the persons from whom the money was borrowed will be ruined, not only themselves, but their families will be left in the street, unprovided for and dependent on charity for their support your humble petitioner has had great troubles and trials, by the loss of his wife and son and his own long illness, and having a large family dependent on him. Your humble petitioner therefore humbly begs that his case will be favorably considered and after due enquiry be made and justice done to him.

2. That asked by an Executive Engineer, the Petitioner again entered the Department as a Contractor in 1885. That the *copies of the certificates (also one from Mr. Bond himself) enclosed, will show how throughout the time the Petitioner was executing the several works entrusted to him to the entire satisfaction of his employers.

*Vide Exhibit A.

3. That when Mannaru south flood-gate work was sanctioned, the Petitioner was *sent for by Executive Engineer, Mr. C. Vincent, who also very well knew his merit as a Contractor, and was asked to take up the work. As this work was one which involved considerable difficulty and labour and from which it would be impossible to realise any profit, the Petitioner consented to undertake the work on condition of his giving him the Mannaru south diversion earth work also. On the gentleman orally promising (and the Petitioner thought an oral promise sufficient from such a gentleman) to give that *work also to the Petitioner when sanctioned, the Petitioner undertook the flood-gate work, the agreement was executed for it and the work was progressing.

4. That the chief point to be noted here is this provision in the first sanctioned Estimate for the work, i.e., the work up to low-tide level was to be done in surki mortar and above that, cement. This provision in the Estimate was subsequently *altered by Mr. J. C. Larmini, Executive Engineer, Buckingham Canal division, who directed to use only surki mortar throughout the construction, and it is only on this alteration of the condition in the Estimate, the whole of the Petitioner's case centres, which will be explained presently.

5. That the explanation mentioned towards the close of para. 4 is this. It was stated there that the Executive Engineer directed to use surki mortar throughout the construction. Now, every experienced man knows that a layer if constructed with cement, would be set in after 24 hours, but in the case of surki mortar, it would take not less than a week to set in well. It is therefore pretty clear that the time required for executing the work with surki mortar will be more than 7 times that required for doing the same with cement. Moreover, good lime was not obtainable there ready prepared, but was only to be made by the Petitioner from materials got from distant corners with the greatest difficulty. Your Excellency will thus see that a change in material also necessitates a change in time. But no time was allowed the Petitioner besides that mentioned in the agreement, although he has made frequent *applications for it. The six months' time mentioned in the agreement was only for executing the work above the low-tide level with cement to be supplied by Government, according to the first sanctioned Estimate.

6. That from para. 5 it is quite plain that the Petitioner was not responsible for any delay that might have occurred in the execution of the work according to the condition of the agreement; and yet, this only has given cause to Sub-divisional Officer, Mr. Bond, who was already greatly prejudiced against the Petitioner (Vide para. 1) for frequent *complaints against him for delay in the work. This, combined with an *application which the Petitioner made for the sanctioned Mannaru south diversion earth work, which, in spite of the oral promise to the Petitioner, of Executive Engineer, Mr. Vincent (Vide para. 3), Mr. Bond was going to give to one of his own Contractors, drove that officer to the length of recommending for the cancelment of the Petitioner's Contract for the flood-gate work; and Mr. Larmini, the Executive Engineer, Buckingham canal division, without in the least considering the circumstances attendant on the alteration in the material directed by himself (Vide para. 4) and not at all noticing the several *petitions addressed by the Petitioner on the subject, cancelled his Contract on the prejudiced and one-sided recommendation of Mr. Bond. It would have been well if this Executive Engineer had at least considered the fact that more time has been taken up actually for flood-gates of much smaller dimensions than the present one, when constructed with cement itself. The Petitioner may state here that in order to give strength to his recommendation for the cancel-

*Vide Exhibit B and C.

*Vide "works" in plural in Exhibit C which would have been "work" if Mr. Vincent had intended to give Petitioner only the flood-gate work.

*Vide Exhibit D.

*Vide Exhibit E & R.

*Q & Explanation Exhibit R.

*Vide Exhibit F, G & H.

*Vide Exhibit E & I.

ment of the Contract, Mr. Bond had caused his Overseer to report badly of the progress in the work. If this Overseer be transferred to some other sub-division and he was questioned on the subject, the Petitioner dares say, he would then state the truth. The Petitioner appends an extract from his diary which will show clearly to what was this slow progress complained of, due.

*Vide Exhibit I.

7. That the Petitioner has been Contractor in the Public works Department for 8 or 9 years and during these long years, he has worked under various Officers; and even while the present flood-gate work itself was being done, several Officers have been in charge of the work. Mr. Bond was the only Officer who has had cause (apparently no cause whatever except prejudice) for taking that extreme step of recommending for the cancelment of the Contract. The truth of the Petitioner's statement that Mr. Bond was prejudiced against him and that he did all these things from sheer prejudice alone, will be seen when this (i.e., that Mr. Bond was the only Officer who has had reason to complain against the Petitioner) and the fact that the flood-gate, though Petitioner's Contract was cancelled, was not completed long after the time which the Petitioner had asked for its completion, were taken into consideration. It is only after the Petitioner had put in his *application for the Mannaru south diversion earth work that Mr. Bond became more and more vehement towards him and at last recommended for the cancelment of the Contract. This will also tend to show that Mr. Bond was throughout actuated by grudge. It is therefore quite sufficient to say here that the Contract was cancelled most unjustly and without the least consideration.

* Compare date of Petitioner's application Exhibit F, G & H and Mr. Bond's letter for the cancelment of the contract.

8. That at the time of the cancelment of the Contract, the Petitioner had completed most part of the work, well nigh three-fourths of it having been done. It was only on the inducement of Executive Engineer, Mr. Vincent and his promise of giving him the other earth work also (Mannaru south diversion earth work), the Petitioner undertook this difficult work at a distance of about 160 miles from Madras his native place. Moreover, the flood-gate under reference is the highest of all. Executive Engineer, Mr. Larmini himself personally saw the great difficulty of working in the ever-rising spring-tide and recommended to use two engines instead of the one which the Petitioner used for pumping out the water. With all these disadvantages and difficulties, the Petitioner was doing his work so successfully and with such a great zeal that, as a true christian, he believes that Mr. Bond himself would have appreciated his merit as a Contractor had it not been for the grudge which he had entertained for the Petitioner.

*Vide Exhibit J.

9. That the Contract was cancelled, it only remained for the Petitioner to have his account in connection with the flood-gate work properly settled. He therefore requested Executive Engineer, Mr. Larmini, on his visit to the place, to adjust his claims himself, as he would not trust his accounts in the hands of Mr. Bond in consequence of the prejudice. Mr. Larmini, notwithstanding, directed Mr. Bond himself to see to the Petitioner's accounts. Your Excellency can judge yourself, if, under the foregoing circumstances, the Petitioner could expect any justice at the hands of Mr. Bond. Mr. Bond, thereupon, prepared and submitted a Bill for Rs. 10,096-14-3, instead of Rs. 13,629-12-2, which is the Petitioner's actual outlay on the work, which is based upon *wrong *measurements of the work done. As the Petitioner would be ruined if he accepted such a Bill, he prepared and submitted to the Executive Engineer and also to the Superintending Engineer, a comparative *statement, wherein the rates given by Mr. Bond have been compared with his own, most carefully, and full explanations given in the remark column for the alterations. The Executive Engineer here and there made some slight alterations only in minor items in the

* Vide Exhibit L & M.

* Vide explanations against items 11 & 12 Comparative Statement (Exhibit K & also.)

Vide Copy of the Statement (Exhibit K.)

CHIEF SECRETARY
11 DEC 1895
GOVERNMENT OF MADRAS

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rates given by Mr. Bond and returned the Bill. The Bill was re-submitted by the Petitioner for reconsideration, with further *explanations, but with no better result. From a glance at the statement your Excellency can see that in order to preserve a semblance of justice, Mr. Bond has given almost correct rates in small items; but where he comes to big details, his rates have been ruinous. For instance, the sanctioned amount for the earth work in connection with the flood-gate is about Rs. 4,200, whereas it will be seen that Mr. Bond has allowed the Petitioner only about Rs. 1,700, although most part of the work had been done at the time of the cancelment of the Contract.

10. That under the circumstances your Excellency's very humble Petitioner most respectfully begs that your Excellency will be so graciously pleased as to take into your Excellency's benign consideration the very pitiable case of the Petitioner and redress his grievances by directing his accounts in connection with the flood gate work, to be justly settled. The Petitioner has enclosed a Bill (Exhibit P) for the actual cost of the work done; and he most respectfully begs an early adjustment of his case as he has to answer his several creditors for the money he has laid out on the work.

11. That it may not be out of place to mention here that for all other works cement has been charged Rs. 6-8-0 per bag; but in this case the Petitioner has been charged Rs. 6-15-4 per bag of cement supplied, and also the rate for the work is lower than it has been for any other work.

12. That your Petitioner also appealed to the Chief Engineer for Irrigation without success. He is also prejudiced by the report's of his departmental officers, and is not disposed to render justice to your Petitioner.

13. That in conclusion, your Excellency's very respectful Petitioner most respectfully begs to state that he is a christian of a noble family and except that only Mr. Bond is prejudiced against him, his conduct, as a Contractor in the Public Works Department has been throughout blameless and his character will bear the strictest enquiry from the Public Works Department itself.

That for this act of kindness your Excellency's humble Petitioner, as in duty bound shall ever pray.

MADRAS,
4th August. 1895. }

9th December
1895

Your Excellency's very respectfull Petitioner,

T. M. Somaswamy Pillay

Contractor, late of D. P. W. Madras,

Door No. 13, Seeyala Moodeli Street,

Poodoopet, Madras.