Public Works (1898) Department.

G.O., No. 1379 25

Dated 1 June '98

[Despatch Abstract.]

Payment of Enhanced rates to a Contractor: Reviewing the facts of the case involved in the — in connection with certain works at the Hill Jail at Paravatipuram, reprimanding the Officers principally concerned and drawing the attention of Officers of the department to the necessity for strict adherence to Code rules in respect of alterations in sanctioned estimates and their execution by Contractors without definite written agreements.

1098

Indexed.

[P. W. 25. 1,000—12-2-98.]

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

GENERAL.
ACCOUNT.

Government {1898} of Madras.

PUBLIC WORKS.

Recd.
Regd.
} 1898.
Enclosures
Spare copies

G.O., No. 1379 W., 1st June 1898.

JUNE.

Payment of Unauthorized rates to a Contractor

Reviewing the facts of the case involved in the — in connection with certain works at the Hill Jail at Párvatípuram, reprimanding the officers principally concerned, and drawing the attention of officers of the department to the necessity for strict adherence to Code rules in respect of alterations in sanctioned estimates and their execution by contractors without definite written agreements.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Account.

READ—again the following paper:—

G.O., No. 3499 W., dated 7th December 1896.

READ—also the following papers:—

From the Superintending Engineer,	I	Circle,	dated	15th April	1897,	No.	46 V.Z.
" " "	VI	"	"	9th Aug.	"	"	1469 T.C.
" " "	III	"	"	15th Nov.	"	"	4633 W.
" " "	I	"	"	29th March	1898	"	1199 V.Z.

ORDER—No. 1379 W., dated 1st June 1898.

The papers read above relate to certain irregularities noticed by the Deputy Examiner in his inspection notes of the Vizagapatam division. The only matter requiring special notice is the case of the contractor C. Lakshminarayana, who was paid higher rates than those agreed upon in connection with the Hill Jail at Párvatípuram.

2. An estimate, amounting to Rs. 13,300, for improvements to the jail, was sanctioned in G.O., No. 2198 W., dated 9th August 1892. According to the Executive Engineer's history of the work, a contract was entered into with the man abovenamed at certain rates tendered by him. He agreed to complete the work by 24th March 1894, and deposited a security of Rs. 1,115, which he agreed to forfeit in the event of failure to carry out his conditions.

3. As soon as the work was started, the foundations had to be altered, and then followed one alteration after another to suit the requirements of the Jail authorities. The source of supply of lime was also altered to a place 15 miles away. All these changes led to a petition from the contractor for revised rates. The estimate was revised four times, and in the meanwhile the contractor was directed to push on with the work according to the alterations proposed in the revised estimates, but no fresh agreement was taken from him, nor was any time fixed for the completion of the work as altered. Promises in writing were given him for increased rates, in reply to the several petitions presented by him from time to time. The final revised estimate, which was submitted on the 4th September 1895, did not reach Government, for, after it was forwarded by the Superintending Engineer to the Inspector-General of Prisons, the stoppage of the work was ordered, the Government having decided to abandon the jail temporarily.

4. In August 1894, or five months after the expiration of the contract time, the contractor was told that his deposit was confiscated, and that he should execute a fresh bond for the work remaining to be done. On this he appealed to the Superintending Engineer, and Mr. Loam, who was in temporary charge of the division, in reporting on the petition, suggested that the security should be refunded, but that the contractor should be held to his tendered rates. Mr. Loam, however, omitted to mention the

fact that the contractor had been promised increased rates by previous Executive Engineers. Nothing appears to have been decided at that time, and Mr. Handcock, on resuming charge of the division, took up the matter again in March 1895, and made alternative proposals to the Superintending Engineer—

(1) that the contractor's deposit should not be forfeited, but that he should be held to the rates entered in the agreement except for work not specified therein, and

(2) that he should forfeit the deposit and be paid at the revised rates.

5. The Superintending Engineer's decision was given in his letter No. 110 V.Z., dated 14th May 1895, as follows: "I agree with Mr. Loam in thinking that the contractor's deposit should not be forfeited and that, as far as possible, he should be paid according to the rates entered in his agreement."

6. The last revised estimate is said to have provided for the enhanced rates promised to the contractor, and sanction to this was apparently awaited before settling up with him. As stated in paragraph 3, the revised estimate was not sanctioned, and the stoppage of the work was ordered in November 1895. In December 1895, Mr. Handcock asked the Superintending Engineer if he was to assume that the rates provided in the revised estimate were approved, and if he could pay the contractor at these rates. The Superintending Engineer's reply was again very brief. He referred the Executive Engineer to his letter No. 110 V.Z., dated 14th May 1895, and said: "The rates for work not specified in the agreement may be paid according to the terms agreed upon." On this Mr. Handcock ordered "Bills accordingly." Further delay then occurred in getting back the revised estimate from the Inspector-General of Prisons, and through disputes with the contractor about measurements. Matters dragged on until April 1896, when Mr. Handcock went on sick leave. Prior to his departure, he left an order on record that the contractor was to be paid according to the rates provided in the revised estimate.

7. Mr. Inglis assumed charge of the division in April 1896, and the contractor appeared before him for payment. He was unable, however, to do anything until the allotments for incomplete works of 1895–96 were made. These were published in G.O., No 1761 W., dated 15th June 1896, and Mr. Inglis then went into the whole matter of the contractor's accounts. He apparently considered himself justified in settling up with the contractor at the revised rates throughout, as owing to the many revisions of the estimate, and the entire alteration of the materials, there was nothing left of the original agreement. He had also before him Mr. Handcock's final order to the effect that the contractor should be paid according to the revised rates.

8. The correspondence was referred for remarks in memorandum No. 4081 C., dated 7th October 1897, to Mr. Garrett, the Superintending Engineer concerned. He says that Mr. Handcock had in his opinion no authority for ordering the contractor to be paid at the revised rates. Mr. Garrett's orders were plain that—

(1) the contractor's deposit was not to be forfeited,

(2) the contractor was to be paid at his tendered rates for all items entered in the agreement, and

(3) the contractor was to be paid at the rates agreed upon, *i.e.*, the revised rates for all items not entered in the agreement.

9. Both Messrs. Handcock and Inglis are therefore responsible for paying rates in contravention of (2) above. The latter officer actually paid them after reading, as he admits, the whole correspondence and is therefore more to blame.

10. Mr. Garrett's second order might have been made more explicit, but the Executive Engineer should have asked for further orders if he was not certain and should not have acted on his own responsibility.

11. The overpayment, involved by paying the revised rates to the contractor, amounts to Rs. 2,711-15-0. Mr. Handcock explains that there has been no loss to Government by the transaction, as the work done is excellent, and the rates paid are fair. The Superintending Engineer, I Circle, Mr. DeMorgan, adds that a consideration of the agreement rates shows that in nearly every instance they were inadequate and in some cases even absurd.

12. His Excellency the Governor in Council considers that the irregularities in question have been caused by the transgression of Code rules in—

(1) allowing alterations to be made in a sanctioned estimate without proper authority, and

(2) allowing a contractor to proceed with these alterations without a definite written agreement.

13. The fact that the rates entered in the agreement were in some cases absurd, as pointed out by Mr. DeMorgan, may be perfectly true, and the statement that the revised rates actually paid were fair, and that the Government has not therefore lost by the transaction may also be true. But this in no wise reduces the blame attachable to the extremely irregular conduct of the officers concerned, and the two Executive Engineers principally concerned, viz., Messrs. Handcock and Inglis, will be reprimanded.

14. Mr. Garrett's attention will be called to the fact that, while Superintending Engineer of the Circle, he allowed these irregularities to continue without apparently taking any steps to remedy them. The attention of all officers of the department will also be drawn to the necessity for strict adherence to Code rules in the two important particulars above mentioned.

15. Individual responsibility will be strictly enforced in future, and officers and subordinates will render themselves liable to bear any loss which may accrue to Government owing to breach on their part of well defined rules.

(True Extract.)

Under Secretary to Government.

To the Superintending Engineer, I Circle.
„ other Superintending Engineers.
„ the Examiner, Public Works Accounts.

Ex I. C. M. Thumbusawmy.

Public Works DEPARTMENT.

Papers to be read in Proceedings:—

Again G.O., dated 7th December 1896 189 , No. 3499 W.

Again G.O., dated 189 , No.

Current No. 3870 of 189 7, dated 15th April '97, from the S.E., I Circle.

„ „ 8043 „ 189 7, „ ~~7th~~ 9th August '97, „ the S.E., VI Circle.

„ „ 11473 „ 189 7, „ ~~18th~~ 15th Novr., 1897, „ the S.E., III Circle.

„ „ 3048 „ 1898 „ ~~4th April~~ 29th March 1898, „ the S.E., I Circle.

ORDER. N-1379 W, 1st June '98

The papers read above relate to certain irregularities noticed by the Deputy Examiner in his inspection notes of the Vizagapatam Division. The only matter requiring special notice is the case of the contractor C. Lakshminarayana who was paid higher rates than those agreed upon in connection with the Hill Jail at Parvatipur.

2. An estimate, amounting to Rs. 13,300, for improvements to the jail was sanctioned in G.O. No. 2198 W., dated 9th August, 1892. According to the Executive Engineer's history of the work, a contract was entered into with the man above named at certain rates tendered by him. He agreed to complete the work by 24th March, 1894, and deposited

a

[P. W. 4. 500—27-1-98.]

a security of Rs. 1,115, which he agreed to forfeit in the event of failure to carry out his conditions.

3. As soon as the work was started, the foundations had to be altered, and then followed one alteration after another to suit the requirements of the Jail Authorities. The source of supply of lime was also altered to a place 15 miles away. All these changes led to a petition from the contractor for revised rates. The estimate was revised four times, and in the meanwhile the contractor was directed to push on with the work according to the alterations proposed in the revised estimates, but no fresh agreement was taken from him, nor was any time fixed for the completion of the work as altered. Promises in writing were given him for increased rates, in reply to the several petitions presented by him from time to time. The final revised estimate, which was submitted on the 4th September, 1895, did not reach Government, for, after it was forwarded by the Superintending Engineer to the Inspector General of Prisons, the stoppage of the work was

ordered

ordered, the Government having decided to abandon the Jail temporarily.

4. In August, 1894, or five months after the expiration of the contract time, the contractor was told that his deposit was confiscated, and that he should execute a fresh bond for the work remaining to be done. On this he appealed to the Superintending Engineer, and Mr. Loam who was in temporary charge of the Division, in reporting on the petition, suggested that the security should be refunded, but that the contractor should be held to his tendered rates. Mr. Loam, however, omitted to mention the fact that the contractor had been promised increased rates by previous Executive Engineers. Nothing appears to have been decided at that time, and Mr. Handcock, on resuming charge of the Division, took up the matter again in March, 1895, and made alternative proposals to the Superintending Engineer.

(1) that the contractor's deposit should not be forfeited, but that he should be held to the rates entered in the agreement except for work not specified therein, and

(2) that he should forfeit the deposit and be paid at the revised rates.

5. The Superintending Engineer's

decision

decision was given in his letter No. 110 V.Z., dated 14th May 1895 ~~in a few words, viz.~~ as follows, "I agree with Mr. Loam in thinking that the contractor's deposit should not be forfeited and that, as far as possible, he should be paid according to the rates entered in his agreement."

6. The last revised estimate is said to have provided for the enhanced rates promised to the contractor, and sanction to this was apparently awaited before settling up with him. As stated in para 3, the revised estimate was not sanctioned, and the stoppage of the work was ordered in November 1895. In December, 1895, Mr. Handcock asked the Superintending Engineer if he was to assume that the rates provided in the revised estimate were approved, and if he could pay the contractor at these rates. The Superintending Engineer's reply was again very brief. He referred the Executive Engineer to his letter No. 110 V.Z., dated 14th May 1895, and said "The rates for work not specified in the agreement may be paid according to the terms agreed upon." On this Mr. Handcock ordered "Bills accordingly". Further delay then occurred in getting back the revised estimate from the Inspector General of Prisons, and through disputes with the contractor about measurements.

measurements. Matters dragged on until April, 1896, when Mr. Handcock went on sick leave. Prior to his departure, he left an order on record that the contractor was to be paid according to the rates provided in the revised estimate.

7. Mr. Inglis assumed charge of the Division in April, 1896, and the contractor appeared before him for payment. He was unable however to do any thing until the allotments for incomplete works of 1895-96 were made. These were published in G.O. No. 1761 W., dated 15th June, 1896, and Mr. Inglis then went into the whole matter of the contractor's accounts. He apparently considered himself justified in settling up with the contractor at the revised rates throughout, as owing to the many revisions of the estimate, and the entire alteration of the materials, there was nothing left of the original agreement. He had also before him Mr. Handcock's final order to the effect that the contractor should be paid according to the revised rates.

8. The correspondence was referred for remarks in Memo. No. 4081 C, dated 7th October, 1897, to Mr. Garrett, the Superintending Engineer concerned. He says that Mr. Handcock had in his

Opinion

opinion no authority for ordering the contractor to be paid at the revised rates. Mr. Garrett's orders were plain that

(1) the contractor's deposit was not to be forfeited

(2) the contractor was to be paid at his tendered rates for all items entered in the agreement, and

(3) the contractor was to be paid at the rates agreed upon, i.e., the revised rates for all items not entered in the agreement.

9. Both Messrs Handcock and Inglis are therefore responsible for paying rates in contravention of (2) above. The latter officer actually paid them after reading, as he admits, the whole correspondence and is therefore more to blame.

10. Mr. Garrett's second order might have been made more explicit, but the Executive Engineer should have asked for further orders if he was not certain and should have not acted on his own responsibility.

11. The overpayment, involved by paying the revised rates to the contractor, amounts to Rs. 2,711-15-0. Mr. Handcock explains that there has been no loss to Government by the transaction, as the work done is excellent, and the rates paid are fair. The Superintending

Engineer,

Engineer, I Circle, Mr. De Morgan, adds that a consideration of the agreement rates shows that in nearly every instance they were inadequate and in some cases even absurd.

12. His Excellency the Governor in Council considers that the irregularity in question has been caused by the transgression of Code rules in

(1) allowing alterations to be made in a sanctioned estimate without proper authority, and

(2) allowing a contractor to proceed with these alterations without a definite written agreement.

13. The fact that the rates entered in the agreement were in some cases absurd, as pointed out by Mr. De Morgan, may be perfectly true, and the statement that the revised rates actually paid were fair, and that the Government has not therefore lost by the transaction may also be true. But this in no wise reduces the blame attachable to the extremely irregular conduct of the officers concerned, and the two Executive Engineers principally concerned, viz, Messrs. Handcock and Inglis, will be reprimanded.

14. Mr. Garrett's attention will be called to the fact that, while Superintending Engineer of the Circle, he

allowed

allowed these irregularities to continue without apparently taking any steps to remedy them. The attention of all officers of the department will also be drawn to the necessity for strict adherence to Code rules in the two important particulars above mentioned.

AH
25.5.98.

15 May
Individual responsibility will be strictly enforced in future and Officers & Subordinates will understand clearly that they will be held responsible for any loss which may accrue to Govt. owing to breach of the above rules

W.S.Th

To

The Supt.g. Engineer, I Circle.
Other Supt.g. Engineers.
Exec. P.W. Auth.

P. W. DEPARTMENT.

C. No. 3048

HIS EXCELLENCY THE GOVERNOR.
THE HON'BLE SIR HENRY BLISS, K.C.I.E.
THE HON'BLE MR. GROSE, C.I.E.

SUBJECT.
Unauthorised payment of certain rates to a contractor employed on the Parvatipur Hill Jail works.

FOR ORDERS.

Flagged A

G.O. No. 3201 W dt 10.11.96 communicated to the Supt.g. Engr., I Circle, a report of an inspection of the Vizagapatam Division office made by Mr. Hicks, Examiner of Accounts, in October 1896, and the Supt.g. Engr's personal attention was directed to certain irregularities brought to notice.

When the printed copy of this order was circulated in the personal files, His Excellency endorsed on it as follows:- "the report of the Inspecting Officer brings to light an unsatisfactory state of things. The office work, particularly the check of accounts and materials is defective in many respects. Something stronger and more precise than the routine order given is required. Please name the

[P. W. 43. 500-27-1-98.]

HE. 18.5.98 R 20.5.98

the Supts. Engr., & the Ex: Engineer referred to." On the office Note submitted in reply, His Excellency desired that the Supts. Engr. should be directed to obtain the Ex: Engrs explanation as regards the irregu=larities and submit a report on the subject for the orders of Govt:; and these instructions were accor=dingly carried out in G.O. No 3499 W dy 7.12.96.

+ Flagged B

This report has been received and explanations are submitted for the irregularities noticed. None of these require any special notice except the payment of higher and revised rates to Contractor C. Lach=minarayana in connection with work in the Hill Jail at Parbati=pur, against the orders of the Supts. Engineer. This note is there=fore confined to a review of this case.

In G.O. No 2198 W dy 9.8.92 an estimate amounting to Rs 13,300 for improvements to this jail was sanc=tioned. According to the Executive Engineer's history of the work, a contract

was

+ Flagged C

was made with one C. Lachmi=narayana at certain rates ten=dered by him. He agreed to com=plete the work by 24.3.94, and deposited a security of Rs 1115 which he agreed to forfeit in the event of failure to carry out his condi=tions. As soon as the work was started the foundations had to be altered, and then followed one alteration after another to suit the requirements of the Jail au=thorities. The Jail rules also caused much obstruction to the ~~work~~ progress of the work, while the source of supply of lime was altered to a place 15 miles away. All this led to a petition from the contractor for revised rates. A revised estimate petition for Rs 19,100 based on rates prepared by (the late) Mr. Foord in con=sultation with the Sub divisional office was then submitted to com=pensate the contractor for the loss he was sustaining but this was returned by the Supts. Engr. Two other revised estimates were similarly returned by the Supts. Engr. The estimate was then completely revised

for

for the fourth time and submitted for Rs 41,060 on 4.9.95. In the meanwhile the contractor was ordered to push on with the work according to the alterations proposed on the various occasions and no fresh agreement apparently was taken from him nor was any time fixed for the completion of the work as altered. Promises in writing were given him for increased rates in reply to the many petitions pre=sented by him from time to time. The final revised estimate of Rs 41,060 probably included a sup=plemental estimate of Rs 8,856 sanc=tioned in G.O. No. 2972 W dt 20.11.94 and further supplemental estimates afterwards ordered by Govt. on the application of the Inspector General of Prisons. This final estimate of Rs 41,060 did not reach Govt. in the P.W.D. for after it was forwarded by the Supdg. Engr. to the Inspector General of Prisons, the stoppage of the work was ordered, Govt. having decided on temporarily abandoning the jail.

In August 94, or 5 months after the expiration of the contract-time

+ Flagged D

time, the contractor was told that his deposit was confiscated and that he should execute a fresh bond for the work remaining to be done. On this he appealed to the Supdg. Engineer, and Mr. Loam, who was then temporarily in charge of the division in reporting on the petition, suggested that the security should be refunded, but that the contractor should be held to his tendered rates. He did not however tell the Supdg. Engr. that the contractor had been promised increased rates by previous Executive Engineers.

Nothing appears to have been decided at that time & Mr. Handcock on resuming charge of the division took up the matter again in March 95. He made alternative proposals to the Supdg. Engr.

(1) that the contractor's deposit should not be forfeited but that he should be held to the rates entered in the agreement except for work not specified therein,

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and (2) that he should forfeit the deposit and be paid at revised rates.

The Supts. Engr's decision on this was given in his letter No. 110 Vg. dt 14.5.95 in a few words - "I agree with Mr Doam in thinking that the contractor's deposit should not be forfeited and that as far as possible he should be paid according to the rates entered in this agreement."

The last revised estimate of Rs 41,060 is said to have provided for the enhanced rates promised to the contractor, and apparently sanction to this was awaited before settling up with him. As above stated however the estimate was not sanctioned and the stoppage of the work was ordered in Nov. 95. In Dec. 95 Mr Handcock asked the Supts. Engr. if he was to assume that the rates provided in the revised estimate were approved, and whether he could pay on to the contractor at those rates. The Supts. Engineer's reply was again very brief (No. 671 Vg dt 29.12.95). He referred

Executive

referred the Supts. Engineer to his letter No. 110 Vg dt 14.5.95 and said "the rates for work not specified in the agreement may be paid according to the terms agreed on". Mr Handcock on this ordered "bills accordingly". Further delay then occurred in getting back the revised estimate from the Inspr. Genl. of Prisons, and through disputes with the contractor about measurements and matters dragged on until April 96 when Mr. Handcock went on sick leave. Prior to his departure he left an order on record to the effect that the contractor was to be paid according to the rates provided in the revised estimate.

Mr. Inglis assumed charge in April 96, and the contractor appeared before him for payment. Mr Inglis was however unable to do anything until the allotments for incomplete works for 1895-96 were made. These were published in Go. 1761 Tr dt 15.6.96 and Mr. Inglis then went into the whole matter (of the contractor's accounts). He apparently considered himself

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himself justified in settling up with the contractor at the revised rates throughout, as owing to the many revisions of the estimate, and the entire alteration of materials there was nothing left of the original ~~estimate~~ agreement. He had also before him Mr. Handcock's final order to the effect that the contractor should be paid according to the revised rates.

The point for consideration is whether Mr. Handcock had sufficient authority for his order to pay at revised rates, and whether Mr. Suglis had sufficient authority to make the payment at those rates.

The correspondence was referred for remarks by Memo No 4081 C † dt 7.10.97 to Mr. Garrett, the Supdg. Engineer concerned. Mr. Garrett's views are expressed in his letter No 4633 † dt 15.11.97, and he says that Mr. Handcock had in his opinion no authority for ordering the contractor to be paid at the revised rates.

The undersigned considers that Mr. Garrett's orders were plain that

(1) the contractor's deposit was not to be forfeited.

(2) the contractor was to be paid at his tendered rates for all items entered in the agreement.

& (3) the contractor was to be paid at the rates 'agreed upon' i.e. the revised rates, for all items not entered in the agreement.

Both Messrs Handcock & Suglis are therefore responsible for paying rates in contravention of (2) above.

The latter officer actually paid them after reading, as he admits, the whole correspondence, and is therefore more to blame.

Mr Garrett's second order might have been more explicit but the Executive Engineer should have asked for further orders if he was not certain, and not have acted on his own responsibility.

The overpayment involved by the action of the Executive Engineer in paying the contractor at the revised rates is Rs 2711-15-0. Mr Handcock states that Govt. has

† Flagged G

× Flagged H

has not lost by the transaction as the work done is excellent and the rates paid are only fair.

The Supdg. Engr, I Circle — Mr. DeMorgan — adds that a consideration of the agreement-rates shows that in nearly every instance they were inadequate, & in some cases even absurd. Mr DeMorgan considers that it is no use to urge that the contractor should be kept to his agreement: There are no contractors properly so called in Vizagapatam, but men with small capital who will put their names to anything by way of speculation.

A&H
16.5.98.

W

As you have already settled the degree of responsibility to be attached to those concerned in this case, it is unnecessary for me to say anything on that point.

2. I think some definite instructions might be laid down to enable Ex-Engr 4 to avoid such cases as this. Work should have been done as for a big line or practically no estimate at all, and should in my opinion have been stopped until a proper estimate had been prepared and sanctioned. The original estimate was Rs 13,200, & the final estimate (after 4 revisions) Rs 46,000

A&H
16.5.98.

all this voluminous and protracted correspondence involving great waste of time has been caused by the transgression of Code Rules viz (1) allowing alterations to be made in a sanctioned estimate without proper authority. (2) allowing a contractor to proceed with these alterations without a definite written agreement. The fact that the rates entered in the agreement were, in some cases absurd as pointed out by Mr de Morgan is perfectly true, and the statement that the revised rates actually paid are fair & that Govt has not therefore lost by the transaction, is also true. But this in no wise reduces the blame attachable to the gross irregular conduct of the officers concerned, and I think

the Dwn Executive Engineer principally concerned, is responsible for such a Tyro should be recommended. Mr Garrett's attention should be called to the fact that, while 2½ % of the Circle allowed there is responsible to Govt for intelligently listing any steps to remedy them, and the attention of the Supdg Officer of the Dept should be called to the necessity for strict adherence to Code Rules in the two important particulars above noted

H Bell
14.5.98

This course should be adopted.
D.H
19.5.98

Public Works (1898) Department.

1379 W

CURRENT No. 3048

From W. De Morgan Esquire
Executive Engineer in charge
I circle

Order

No. 1199 V.I

Dated 29th March 1898
Received
Registered } 4.4.98
Enclosures 1
Spare copies

SUBJECT.

Parvatipur Hill Jail work in Vizagapatam Dist—

Submitting a statement showing the overpayment involved by the action of the Executive Engineer in paying contractor Sri Lakshminarayana according to revised rates for work done by Juniors—with his recommendation that the rates provided for originally were inadequate and consequently the action of S.E. may be approved as the work done was excellent.

Bldgs 1305

BACK PAPERS.

No.	Date.
5081C	26.11-97
4081C	7.10.97
3499W	7.12.96
3201W	10.11.96
1761W(SC)	15.6.96
3223W.(SC)	15.12.94
910W(SC)	7.4.93
2217W(	13.4.97 Apps

FURTHER PAPE

No.	Date.

S. E. I. 5 1000—20-2-97.

S. E. I. 5 1000—20-2-97.

No. 1199 V-2

From

W. C. ~~Larmine~~ DeMorgan Esq. M. I. C. E.
Superintending Engineer,
First Circle.

Enclosures. One
Statement

To
The Chief Engineer
& Secretary to Government
Madras.

Waltair,
Camp Vizianagram 29.3.1898.
Despd 31-3-1898

Sir,

With reference to your memorandum No. 508/C dated 26th November 1897, I have the honour to submit herewith a statement received from the Exec Engineer Vizagapatam Dn showing the overpayment involved by the action of the Exec Engineer in paying Contractor C. Lakshminarayana at the rates provided in the revised Estimate for the Parvatipur Stone Pair Works.

2. The Exec Engineer Mr. Handcock states that Government has not lost by the transaction as the work done was excellent and the rates paid only fair.

3. No orders apparently were left that the deposit should not be refunded. The position must however, I think, be accepted. Consideration of the agreement rates shows that in nearly every instance they were inadequate in the cases of Concrete, Rough Stone, and Brick

Brick in Chennam even aband. It is no use to urge that the Contractor should be kept to his agreement. There are no Contractors, properly so called in Vizagapatam There are men who possess a small amount of Capital and who will put their names to anything by way of Speculation. As far as I am Concerned, such men will never be employed, but what has been done must be paid for.

I have the honour to be,
Sir
Your Most obed[t] Serv[t]

W Williams 29/3/98
Supdg Engineer P. Circle

No 508 IC dy 26.11.97 P.W.D.

Memo.

With reference to letter from the S.E. I Circle No 460 dated 5th April 1897, the undersigned has the honour to request that the sanction of the Govt may be given to the proposal to carry out the improvements involved by the action of the Govt in paying Contractor C. Lachiminarayana at the rates quoted in the revised estimate for the Parvatipur Mill work.

1 Reminder issued 9.3.98

Issued T.R.

S.E. I Circle - Dy 1/4/97

80/11/97

Copy 25/11/97

25.11.97

Inv 5881c
20 11 57

[illegible] the
case has to be to
HE with which case
[illegible]
plan have a
chapter.

Inv 3044 dated
Oct 31 1956

23/11/57

Inv with H.E.

Dear

The report obtained
from the J.S.I. circle
was called for in an
order of Govt. on the
Examiner's inspection
note of the Upazila
division - the whole
matter must therefore
be held before Govt.
for orders.

We consider Messrs
Hardcastle & Hughes
responsible for keeping
the case note Govt

the contractor & the
Mr Inglis is most
blame blame.

Today the matter
pressing before Lord
it seems necessary
to confirm the
exact amount of
overpayment involv
a draft memo
is herewith submitt

Ch
Ex. 11/97

W.

Memorandum No. 4081 C of
7th October 897 was based on a
Maj D letter by SRW of 20-9-97 which
Maj G explains the circumstances of
the Ls orders here the question being "whether the
plain that Superintending Engineer's orders were
(1) The contractor Depnt sufficient authority for Mr Handcock
has not to leave or record his endorsement
prejudd that the contractor should be
(2) The contractor has paid according to revised rates, or
not to paid at his and whether those orders and
tendered rates for all Mr Handcock's endorsement were
items entered in the sufficient authority for Mr Inglis to
agreement. make the payments at the
(3) The contractor neither higher rates". Mr Farrell's views
is paid at the rates are expressed in his letter No. 4633
agreed upon - i.e. the of 9th November and he says that
revised rates for Maj E Mr Handcock had, in his opinion,
all items not entered no authority for ordering the contractor
in the agreement. to be paid the revised rates. If so
I consider then that both Mr Inglis will kindly give a decision on this
Messrs Handcock & point the subject will be further
are responsible for paying dealt with and a final note
rates in contravention prepared. Mr Inglis was
(2) above. course guided by his predecessors
The latter offers actually endorsement to a great extent,
have been ready, and any blame
as he admits, the whole course of correspondence, is therefore not to blame

attaching blame in the matter
may perhaps be condoned.

Cowes
21/III/97.

The question as to whether
the Kaiser [illegible] here [illegible]
does not confer with
because they were here
lanched by anyone.
I think Mr Lascelles
second video ought have been
somewhat more explicit
but the telegram should have
either prevented video,
or have ascertained,
& [illegible] not
[illegible]

22.III.97

...ic Works (1897) Department.

CURRENT No. 11473

From The Collector of Customs
Bellary

Order

No. 4632W

Dated 15 November 1897

Received 18-12-97

Registered

Enclosures 1/16 (1/c Ex. No 4081C with No Enclosures)

Spare copies

SUBJECT.

Parvatipuram Hill Jail

Returning original papers with Supt's Despatch's observations on the revised rates for ——

Dm
Recommend
C21
21/12/97

BACK PAPERS.

No.	Date.
4081C	7-10-97
3499W	7-12-96
3201W	10-11-96
3223W	15-12-94
2212W	13-8-97
	Tpl

FURTHER PAPERS.

No.	Date.

GENERAL.
ACCOUNT.

Government {1896} of Madras.

PUBLIC WORKS.

Recd. } 1896. *Enclosures*
Regd. } *Spare copies*

G.O., No. 3201 W., 10th November 1896.

NOVEMBER.

Inspection Report

Office-note from the Examiner submitting an — of the office of the Executive Engineer, Vizagapatam division, communicated to Superintending Engineer, I Circle, with remarks, for the guidance of the Executive Engineer.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Account.

READ—the following papers :—

Report of an Inspection of the office of the Executive Engineer, Vizagapatam Division, made by Mr. F. W. EICKE, Examiner of Accounts, in October 1896.

Mr. J. Inglis, Executive Engineer, 3rd grade, assumed charge of the division on 20th April 1896 relieving Mr. P. Hawkins, Assistant Engineer, 2nd grade, who had held temporary charge from 3rd April. Previous to this Mr. G. F. Handcock, Executive Engineer, 3rd grade, had held charge since 6th December 1894. Mr. Inglis was unable to be present during the inspection owing to illness.

2. The Accountant, Mr. M. Govindarajulu, joined on 9th June 1896 relieving Mr. Seshiah, who had held charge since 24th June 1895, his predecessor being Mr. G. Read, who was in charge from November 1894.

3. A memorandum of notes and suggestions by the Inspecting officer on points noticed at the inspection but not brought into this report, was left with the Executive Engineer for the information and guidance of that officer and the accountant.

4. The prescribed test-audit was applied to the accounts for the month of February 1896, and to the travelling allowance journals of lower subordinate, petty and office establishment, &c. (not submitted to Examiner for audit) for the months of October 1895 to February 1896.

5. The last inspection by an accounts officer was made in October 1894 by Mr. F. W. Eicke, Examiner of Accounts. No inspection of the office by the Superintending Engineer appears to have been made for many years. The matter is noticed here with reference to Code, I, III, 41 and 43. Most of the irregularities pointed out in the last accounts inspection report have been remedied, with the following exceptions :—

Paragraph 4 (*d*) *of last report—Late receipt of vouchers from Vizianagram Sub-division.*—Vouchers are still received late from this sub-division. Action has been taken in the matter lately by the Divisional office. There should be no difficulty in adhering to the dates prescribed in Code, II, I, 191.

Paragraph 5 (*c*) *of last report—Non-return to Divisional office of completed measurement books.*—Some improvement in this respect. In the notes left with the Executive Engineer, it has been suggested that Sub-divisional officers might be reminded at the end of each year to return their completed books.

Paragraph 6 *of last report.*—Differences in date of remittance between cash-book and treasury remittance book.

A difference of the same kind was noticed at the present inspection. Rupees 18-7-6 shown in the cash-book as paid on 18th or 19th July 1895, but in the remittance book and treasury acknowledgment the date is the 22nd July. With ordinary care and method such discrepancies could not occur.

Paragraph 9 *of last report, last sentence—Evidence of check of cash-book by the Executive Engineer.*—On the 21st September 1896 the Executive Engineer recorded the fact of his check, but previous to this there is no record of any check other than the Executive Engineer's signature at the end of each month. Code, II, I, 58, should have the Executive Engineer's attention.

6. The measurement books of the Koraput sub-division, particularly those of Mr. Fletcher, Ghât Superintendent, are not satisfactorily kept. Date of measurement is not always entered. The books are full of corrections made in an improper manner by conversion of the figures, and in one instance by erasure of the original entries. Attention is invited to Code, II, I, 34. The date of measurement (when entered) does not always tally with the date of the subordinate's initials at the end of the measurements; this and the general appearance and state of the books tends to give the impression that the entries have been copied from some other record or document. More attention and care should also be paid to the preparation and completion of the "memorandum of payments" in the books. The special attention of the Sub-divisional officer should be invited to Code, II, I, 31—39, and a strict compliance with the rules insisted upon. There is no evidence of any check-measurement of work made by the Sub-divisional officer, Koraput. The arithmetical accuracy of some of the measurements recorded in book No. 1797 of Mr. Fletcher were tested, with the result that several errors were detected, indicating that the check prescribed in Code, II, I, 36, has not been carried out. The errors noticed occur on pages 3 and 4 of the book and were indicated to the accountant at the inspection. The imprest accounts of Mr. Fletcher are also badly kept, disallowances by the Sub-divisional officer are frequent and corrections very numerous—figures frequently converted. The divisional accountant was directed to take up the matter and issue the necessary instructions for the correct preparation of these accounts.

7. The balances due to contractors and piece-workers for over six months aggregate Rs. 362; one of these has been outstanding since December 1895 and the rest since March 1896. Sufficiently prompt action has not been taken by the Divisional office towards the adjustment of these dues. An advance of Rs. 90 was made in November 1895 to a contractor for collection of sand, from which a balance of Rupees 39-12-0 is still outstanding. The Sub-divisional officer has been requested to recover the amount. Attention is invited to Code, I, VIII, 34, under which advances to contractors above Rs. 50 are prohibited.

8. In connection with the work "constructing Hill jail and hospital and compound wall at Párvatípur," the following points were noticed :—

There is a difference of Rs. 1,428-2-0 between the value of materials at site as per Materials at Site statement (Form 7 F for March 1896) and the register of works, thus :—

	Rs.	A.	P.
As per Form 7 F	1,653	3	10
„ Register of works	225	1	10
Difference ...	1,428	2	0

due to materials to that value having been charged direct to the sub-head concerned while the materials actually remained at site. The work was stopped under orders of Government in November 1895. The question of the disposal of the materials at site should then have been taken up and the procedure laid down in Code, II, II, 131, followed. This should now be at once attended to. The claims of one of the contractors on this work (Mr. Henderson) have not yet been finally settled in consequence of a dispute as to "rates." The procedure in Code, II, II, 167, should have been applied and should now be acted upon. A revised estimate allowing higher rates on certain items of work than entered in the original estimate was submitted, but has not been approved by Government as the work has been temporarily stopped. The late Executive Engineer (Mr. Handcock), apparently on his own authority, paid this contractor on 31st December 1895 at the revised estimate rates. There is no record of the sanction of higher authority to the payment of the higher rates, nor does

any report of the fact appear to have been made to the Superintending Engineer. In the case of the other contractor (Mr. Lachminarain), the final bill was paid in September 1896, after long delay and correspondence. A perusal of this correspondence showed that the Superintending Engineer, in passing orders on the case referred to him by the Executive Engineer (Mr. Handcock), decided "that the contractor's deposit should not be forfeited and that, as far as possible, he should be paid according to the rates entered in his agreement." On a further reference from the Executive Engineer enquiring whether he might assume that the rates provided in the revised estimate were approved, and, if so, whether he might pay the contractors at those rates, the Superintending Engineer referred the Executive Engineer to his previous decision and added that "the rates for work not specified in the agreement may be paid according to the terms agreed upon." On this letter, Mr. Handcock wrote an order to the accountant "Bills accordingly," and on 31st March 1896 on the copy of the revised estimate, Mr. Handcock recorded an order to pay the contractors at the rates entered in the revised estimate,—the bill was, however, not paid till September 1896, on a further order to pay at the revised rates by Mr. Inglis recorded on the 27th July 1896 underneath Mr. Handcock's order. These orders to pay the contractors at the higher and revised rates, in addition to refunding the security deposit of Rs. 1,115 appear to be at variance with the instructions of the Superintending Engineer.

9. The value of the materials at site of the work "completing Potinghi-Koraput road" is shown as Rs. 3,332–15–5. No verification appears to have been made since the work was taken over by the Public Works Department in May 1895 from the Jeypore estate. Materials to the value of Rs. 269 are alleged by the Sub-divisional officer, Koraput (Mr. French), to have been "washed away by rains." The matter has been under correspondence, and the Superintending Engineer has recorded a remark that it was unsatisfactory that Mr. French did not report the loss to the Agent to the Governor, under whose orders he was at the time. Steps should now be taken to have the materials at site verified. The work was completed and completion report sent in on 9th September 1896. The question of the disposal and adjustment of the materials should have been taken up and settled before the completion report was submitted. There is besides a sum of Rs. 4–1–0 outstanding since May 1895. As the accounts of the work have been closed, the unclaimed arrears may be credited to Provincial Revenue. The rules regarding the submission of work slips have not been sufficiently attended to, several instances of non-compliance with the rules being noticed. These were indicated to the accountant. Attention is invited to Code, I, III, 43, and II, II, 154 and 170. Materials at site of work "improving and extending the existing sub-jail at Koraput"—Rs. 31–6–7 have not been verified, but the necessary information has been called for by the Divisional office.

10. The road metal accounts require much more care and attention. No check has hitherto been exercised over the monthly receipts and issues. This should be applied and in order to facilitate this check, the Sub-divisional officers should be requested to note in the statements of road metal the number and date of the voucher on which the quantities received and issued have been paid. Proper steps have not been taken by the Divisional office to get in road metal statements from the Sub-divisional officer. Under the rules the statements should be submitted, whenever there are balances, whether there are transactions or not during the month. In the case of the maintenance of the Itikavalsa-Koraput road, the Divisional office was aware that there were balances on 1st June 1895 when the maintenance of the road commenced. The road metal statements in form No. 19 should, therefore, have been called for each month. The Sub-divisional officer, however, of his own accord, sent in five months statements (April to August) in September. The balances of metal on this road have not been verified for over a year. The date of measurement should always be noted in the road metal statements. Attention is invited to Code, II, I, 124 and 125, II, II, 149—152, and to the instructions on form No. 19, all of which should be strictly observed in future.

11. The tools of the division at head-quarters are under the charge of a temporary clerk on Rs. 20; there is no storekeeper. There are very few tools, but all the same it

does not appear advisable that a low-paid clerk on the *temporary* establishment should have charge of Government property without giving security. Attention is invited to Code, I, IV, 10.

12. The contract agreement for the work "improving the escape of Venkama tank" requires to be signed by the Executive Engineer as "Agent for Secretary of State." The stipulated time for completion of the following works has expired:—

(i) Additions and alterations to the Tahsildar's office at Yellamanchili	31st March	1896.
(ii) Restoring Gudiváda Ralle tank	15th „	„
(iii) Improving the escape of Venkama tank	28th Feb.	„
(iv) Constructing a third-class Police station at Vepagunta.	31st May	„

If an extension of the time for completion is required, the necessary steps should be taken in the matter and the period of extension noted in the contract register.

13. The following outlay has been incurred upon contribution works prior to the receipt and credit to "deposits" of the estimated cost thereof:—

(i) Rs. 157–14–7 on Komaty tank.
(ii) Rs. 1,040–2–10 on restoring Ura tank.

The procedure is opposed to Code, I, IX, 81.

14. No register of liabilities has hitherto been kept. The accountant was directed to open one. The rules as to payment of salaries before audit are not strictly observed, the salaries of the establishment for June and July 1896 having been paid before despatch of the salary bills. This is prohibited by Code, II, II, 58 (ii).

15. The state of the office and the work generally is, perhaps, more satisfactory on the whole than it was at the last inspection. Much of the redundant and unnecessary work noticed at the last inspection has been discontinued. Much more has, however, still to be done before the office can be said to be in good order. Sufficiently prompt action has not been taken by the present accountant in matters of account, correspondence and office routine. He should give his close personal attention to remedying the defects noticed in this report, and to the points noticed in the memorandum left with the Executive Engineer.

16. The office of the Sub-divisional officer, Yellamanchili sub-division, was inspected. No previous inspection by an accounts officer appears to have been made. The remarks in paragraph 5 as regards the procedure to be followed to ensure agreement of dates of remittance of cash to treasury in the cash and treasury remittance books apply to the Sub-divisional office also and should be carefully followed. Corrections in the cash-book are much too numerous. In many instances they are made in an improper manner by converting the figures and still more irregularly by erasures. Entries are also interpolated. The actual date of count of the cash should be entered in the cash-book. The head clerk should initial the cash-book at the end of each month. There is no recorded evidence of the check of the cash-book by the Sub-divisional officer as required in Code, II, I, 58. The entry of the "head of service" in the body of the cash-book should be discontinued. All the irregularities noticed should be at once discontinued and the rules in Code, II, I, 40—61, most carefully followed. A duplicate cheque was required to be issued on 7th June 1896, but as there was no duplicate cheque-book in the office, an ordinary cheque was issued. Attention is invited to Code, II, I, 92. A duplicate cheque-book in the regular printed form should be applied for. A register of daily receipts and issues of tools in form No. 9 should be opened out as per Code, II, I, 115. A separate account of tools lent to contractors should also be kept in future—see Code, II, I, 116. The half-yearly return of tools and plant must, in future, be opened out at the *beginning* of each half-year and posted monthly from form No. 12, instead of deferring this operation till the close of each half-year.

(Signed) F. W. EICKE,
Inspecting Officer.

9th October 1896.

No. 3201 W., 10TH NOVEMBER 1896.

Office-note from the Examiner, Public Works Accounts, dated Madras, 30th October 1896, No. 784 B.

Forwarded to Government for information and orders.

2. The points noticed in the report, particularly those referred to in paragraphs 5, 6, 8, 9, 10 and 16, should have the attention of the Executive Engineer and of the Superintending Engineer.

ORDER—No. 3201 W., dated 10th November 1896.

Communicated to the Superintending Engineer, I Circle, for the information and guidance of the Executive Engineer, Vizagapatam division.

2. The points noticed in the paragraphs quoted by the Examiner should receive the Superintending Engineer's personal attention.

(True Extract.)

(Signed) D. McNEIL CAMPBELL, Colonel, R.E.,
Secretary to Government.

To the Superintending Engineer, I Circle.
„ other Superintending Engineers.
„ the Consulting Architect to Government.
„ the Chief Engineer for Irrigation (Tank Restoration Scheme).
„ the Examiner, Public Works Accounts.

Exd. T. K. Narayana Aiyangar.

P.W.E./1147/97

Enclosure No. 1

From

Chinta Kayala Lakshminarayana
Contractor Parvatipur Hill Jail Work

The Vizianagaram S.D.O.

SUPG. ENGINEER'S OFFICE, No. 12/13 AUG 1897 P.W.D. SIXTH CIRCLE

7/7V2
1

I beg to detail hereunder what the Jail Supt and the Jailor told me regarding the work.

1st. That they will not allow a room of the houses belonging to the jail for storage of tools and materials.

SUPG. ENGINEER'S OFFICE, No. 1944 2 JUN. 1897 P.W.D. SIXTH CIRCLE.

EXECUTIVE ENGINEER'S OFFICE, No. 1/305 7-JUN.1897 TRICHINOPOLY

2d. That they will not allow to draw water for the work from the wells situated one in the inside yard and the other in outside yard.

3d. That the asphalte, Rough stone, Lime, bricks should not be stacked in the inside near the houses which will undergo improvements but should be stacked in a place pointed out in the outside yard and that materials which will be sufficient for one day's work only should be taken inside at a time (when work has been commenced) and not more and if more have been taken inside, the balance that remains at 5 o'clock in the evening shd be retaken to outside.

4th. That men coolies only should be employed for work inside of the gaol and women coolies should not be employed.

5th. That sheds should be built in the outside yard and wood work stacked in them.

I therefore beg to state that as regards

1st objection

It has been inamool to allow a room for the accomodation of tools and wood and thus being big work more accomodation should have been given.

2d objection

If the gaol authorities who get the work done will not allow to draw water from their wells, the other villagers and ryots much more object to take water from their wells and tanks.

3d objection

I being a contractor my coolies work for me until 6 or 7 in the evening, in that case if the work cannot be allowed to go on beyond 5 I beg you will consider how much I will lose by it.

4th objection

At Parvatipur, there are many husbandmen but cooly class is scarce and if at all we get man cooly he demands from 2 to 3 annas a day. The woman cooly comes for 1 anna for each day. I will therefore be the loser.

5th objection.

If the valuable wood is stored in thatched sheds in outside yard and if any accident happens who will sustain the loss. the Govt should.

By these objections I think I will lose 4 annas in each Rupee.

After you have left the place, I asked the above gentlemen and they have raised these objections. you can write to fix and

When works were carried out in Vizag District Jail, accomodation was allowed to store tools, wood etc materials allowed to be taken near the work and stacked them. Men and women coolies irrespective of caste allowed to be employed and I therefore beg you will kindly write to the Executive Engineer.

—

My dear Leapingwell.

Is this Jailor under your orders? I

have

have got Rs 5000 to spend before end of March. and I will surrender it if difficulties are placed in the way. The contractor will have to be paid extra rates if he has to stack his material at a distance from the work. He must also be paid extra rate if he has to draw water from a distance and extra rate if the hours of labour are curtailed.

Let me know if you can do anything and I will write officially.

I hope to inspect it about a fortnight

Yours etc

(Sd) A. M. Foord
5/2/93

(True copy)

John Eyles
Executive Engineer.

Camp Veeraghattam.

No. C/87 of 17. 2. 93.

To
The Contractor
Parvatipur Jail extension.

He is informed with ref to his petition of 2.2.93 that there is no building available inside the jail for the storage of materials. He should have the wood and iron made up at Vizag and send to Parvatipur when required.

2. He must draw water from the tank about 200 yds from the jail - an increased rate will be allowed for this.

3. There is ample space outside for the storage of materials - and sheds must be built for any material that will deteriorate by exposure -

4. The contractor should know approximately what amount of material will be wanted for each days use - and should only take this amount inside the jail - If only a small amount remains in the evening the jail authorities will not probably object to its remaining inside the walls until the next morning.

5. As the evenings grow longer, the jail will not be closed until 5.30 or 6 P.M and to avoid losing an hour at the end of the day, the contractor must only allow his coolies one hour in the

SUPG. ENGINEER'S OFFICE No. 11/13 6 AUG. 1897 P.W.D. SIXTH CIRCLE

SUPG. ENGINEER'S OFFICE No. 2/944 2 JUN. 1897 P.W.D. SIXTH CIRCLE

EXECUTIVE ENGINEER'S OFFICE 2/3051 7 - JUN. 1897 TEKKALI

P.W.D. 2 2870/97 8043 11473

in the middle of the day instead of two.

6. The jail authorities refuse to allow female coolies inside the wall. To compensate the contractor for this, the rates will be raised unless the jail authorities will supply convict labour at womans wages.

7. The amount of work done is very little and the penalty mentioned in his bond will be enforced if better progress is not shown.

(Sd) A. Mc. Ford
Ex Engr
17/2.

No C/88 of 17. 2. 93.

Copy to S. D.O Visagapatam with reference to his no 683 of 4. 2. 93. He is requested to report with details what increase of rate he considers should be allowed owing to distance of water, and refusal to allow the employment of female labour inside the jail

(Sd) A. Mc. Ford
17/2.
Ex Engr.

(True copy).

John Inglis
Executive Engineer

8
P.W.D.
Letter
2870(93)
Book
1447 3

Enclosure No 3

No 1080 of 4. 9. 93.

To
C. & S. Contractor Sh. Lakshminarayana

Ref- his petition of 23. 8. 93 to S. D.O.

Plans etc of batten doors and windows required for Parvatipur jail will be sent to him.

2: Cartage of doors etc to Parvatipur will be allowed in the Revised Estimate.

3. He will build blocks 2 & 3 with rough stone as ordered or his contract with be cancelled and his deposit forfeited.

Ref: his petition of 28. 8. 93 to S. D.O.

1. It was rather late in the day to ask for plans of the batten doors and windows. These however will be supplied to him as stated above. The frames must be made at once and sent to work spot.

2: The contractor has no claim for revised rates except in so far as his work has been hindered by the Jail Regulations.

He has signed an agreement to execute certain work at a certain rate and agreed to forfeit Rs 1000 in case he does not complete the work within a stated period. He should not have tendered for the work until he had satisfied himself that he could execute the work at the rates entered in his bond.

SUPG. ENGINEER'S OFFICE 3/9472 8 JUN. 1897 P.W.D. SIXTH CIRCLE
7/7/2 2 3
EXECUTIVE ENGINEER'S OFFICE 3/3065 7 - JUN. 1897 TRICHINOPOLY
SUPG. ENGINEER'S OFFICE No. 10122 AUG 1897 P.W.D. SIXTH CIRCLE

Ref: His data of rates. Copy sent to Divisn office on 11.8.93.

1. His rate for lime seems high but S.D.O has been asked to report what is the market rate of lime at Bobbili when the price will be settled.

2. In the rate for concrete, he has allowed Rs 2.14.4 for conveying 100 cft broken stone from the outside to the inside of the jail. This is an absurd rate and it has been revised to 10 as. 8 coolies doing 6 trips per hour and carrying 1/2 cft each time can carry 700 cft in 6 hours. The concrete should be mixed outside and female labour employed in carrying the baskets to the jail door.

3. He has allowed 4 male coolies for carrying 1 cft of mortar into the jail. This has been reduced to 1 male cooly.

4. He has allowed for keeping concrete wet for 3 months. The superstructure should have been commenced as soon as the concrete was finished and it is not known how the concrete can be kept wet after the superstructure has been built.

5. The number of masons allowed is in excess of requirements - according to his statement 1 mason cannot build a wall 6' x 2" x 1'-6" in a day.

6. The revised rates will be communicated to him as soon as they have been sanctioned by the Supg. Engr

(Sd) A. M. Foord.
Ex. Engineer

(True copy)

John Inglis
Executive Engineer

O.S.B. 3840(97) 8643 1147

Enclos 4 to 4

Vizianagaram S.D.O's Endorsement No 203 of 30.6.93 with his remarks on the petition of (date —) Parvatipur Jail Contractor bringing to notice the difficulties experienced by him in executing the work and requesting that certain rates may therefore be revised.

7172 26 4

No 763 of 5-7-93 Wallace.

Returned to S.D.O with a request that he will make out a data of rates based on actual distances. There is no doubt that owing to jail restrictions the rates require to be revised.

"Signed" A. M. Foord
Ex. Engineer
5/7.

(True Copy of the Copy)

John Inglis
Ex. Engineer
8.7.1897.

EXECUTIVE ENGINEER'S OFFICE 4/206 7 JUN 1897 TRICHINOPOLY

SUPG. ENGINEER'S OFFICE No. 2/1337 AUG 1897 P.W.D. SIXTH CIRCLE

Encloser No 5 Cuddapah

Petition from Ch. Lakshminarayana Contractor
Parvatipur Hill Tail Work dd 21·4·94.

No. 195 to 196.
25/27 · 4 · 94

SUPG. ENGINEER'S OFFICE, 5/1354 of 97 2 JUN. 1897 SIXTH CIRCLE.

7172 26/5

Forwarded to the Division agaram S.D.O with request that he will prepare the revised Estimate for the Parvatipur Hill Tail Work. The following rates to be allowed.

Concrete	9·8
Rough Stone in Mortar	12-0
Brick in Mortar	15·8
cut Stone (Grey granite)	1·0
do — flooring	22·8
Plastering	3·4
Tiles Roofing	14·0
Teak wrought & put up in (conclusion of carriage)	3·8.

EXECUTIVE ENGINEER'S OFFICE, 5/3654 of 97 7 JUN. 1897 THIRD DIVISION.

SUPG. ENGINEER'S OFFICE, No. 5/1354 6 AUG. 1897 P.W.D. SIXTH CIRCLE.

The cut Stone used in the work is not all hard & 1· per cft — maybe allowed for all the hard grey granite & 12 as per cft for the rest (10 as per cft — being the schedule rate).

SUPG. ENGINEER'S OFFICE, No. 4/944 2 JUN. 1897 P.W.D. SIXTH CIRCLE.

5
OWS·4
3870/97
8043
1473

proposed a rate of ₹ 1 per cut if there is no record to show that Mr. Foord promised this rate as stated by the Contractor.

The contractor will be paid for all the pointing done @ ₹ 1-4 according to measurement. This will be included in the revised Estimate. The S.D.O should report on the Contractors demand for 2 as extra per sq foot for Chunam borders; this appears to the undersigned excessive.

No allowance can be made for the bad bricks made by the Contractor & rejected by the Sub Overseer & Exec. Engineers.

"Initialled"

G. F Handcock

25/4.

(True copy)

John Sykes

Ex-Engineer

No. 196 of 25/27. 4.94.

Copy communicated to Ch. Lakshminarayana Contractor Parvatipur Hill Tail for information with ref. to his petition above referred to.

"Signed" G. F. Handcock

E.E.

6
Dec 28
35 of 97
Box 3
1473

Encl. no 6

Vizagapatam
11.7.94.

To

The Executive Engineer
Vizagapatam Division
Vizagapatam.

Respected Sir.

I, Chintakayala Lakshminarayana, Parvatipur Jail Contractor, beg to bring the following few lines into your honour's kind & benign consideration.

After the Contract for the Construction of the said Jail had been granted to me I was directed to mix a greater proportion of chunam than is usual & to burn better stone for chunam than that used by the Contractors generally. I complying this order, and acting up to it, submitted a petition to A. M. Foord Esq. Ex. Engineer Vizagapatam Division representing my grievances. On this the said officer passed the order No. C dd 17th Feb 1893 to the effect that extra rates should be allowed. Upon this a revised statement of rates also was prepared in the office. Sometime after this G. F. Handcock Esq. Ex. Engineer Vizagapatam Div passed an order No. 195 dd 25.4.94 increasing some rates & decreasing some of the revised statement. I presented my petition on 30th April 94, complaining that the rates for the cut stone flooring & tile roofing were too low. This petition was referred to Mr. Alford - Visianagaram S.D.O

SUPG. ENGINEER'S OFFICE No. 6/944 2 JUN. 1897 P.W.D. SIXTH CIRCLE

EXECUTIVE ENGINEER'S OFFICE 6/305 7- JUN. 1897 VIZIANAGRAM

SUPG. ENGINEER'S OFFICE No. 7/1373 6 AUG. 1897 P.W.D. SIXTH CIRCLE

who directed by his order No 256 dtd 10-6-94, to furnish the date for the rates I claimed. I did so on 15th June 94 through my application.

I hear that your honour is now engaged in preparing the revised statement. As Parvatipur is a hilly tract, I incurred much loss. Your honour is personally acquainted with the place.

Therefore I humbly pray your honour to prepare the revised statement after going into the records above referred to and the revised statement of A.M. Good Esq and to allow me to have a look at it before the same is forwarded to the S.E so that there may not be any future grumbling on my part for the low rates if there be any.

I beg to

Yours of Chintakayala

Lakshminarayana

The rates as laid down by Mr Handcock in his No 195 of 25-4-94 will be followed

"Initialled"

T.M. Lacey

13-9-94.

(True Copy)

John Inglis

Ex. Engineer

Dt. 24/8/97.

OWS-6
3820(97)
Boxes
11473

Enclos No 7

Vizianagram Sub Div No 2

Office.

No 1736.

Dated 25/26/1895.

From The S.D.O Vizianagram

To

The Ex. Engineer Vizagapatam

Division.

Sir,

I have the honour to forward herewith an agreement submitted by Mr G. Henderson reject conditionally with rates claimed by him noted in red, as he considers the rates allowed in the Estimate too low for him to accept. Kindly have these checked with the rates sent in by me in March last for the revised Estimate of "Additions & alterations to Hill Jail" and please issue necessary orders for preparation of revised Estimates. Deviations from the original Estimate and excess expenditure incurred due to altering the position of Hospital will be submitted on my next inspection for insertion in the revised Estimate. The contractor has got work in hand pending your approval of the rates proposed by him.

I have &c

"Signed" Sd/- Alford

S.D.O.

EXECUTIVE ENGINEER'S OFFICE 1712 26 JUN 97 TRICHINOPOLY

EXECUTIVE ENGINEER'S OFFICE No. 1305 7-JUN.1897 TRICHINOPOLY

SUPG. ENGINEER'S OFFICE No. 1357 6 AUG 1897 P.W.D. SIXTH CIRCLE

Sergt Alford

Please prepare a revised Estimate for Hospital & compound wall allowing the rates as per Revised Estimate for "Hill Jail alterations & Improvements".

This Estimate should include deviations & additional expenditure due to the extra foundations in pit

It should also include the increased Ventilators for old blocks 16 IV as ordered in G.O 856 W / 9.2.93

"Initialled"

G. F. Handcock.

14.3.

(True copy)

John. Ingles

Ex. Engineer

Dt. 24/8/97.

Endorsement on the Revised Estimate for alterations & Improvements to Bowraipur Hill Jail.

Contractor Ch. Lakshminarayana is to be paid according to rates provided in this Revised Estimate.

The rate originally tendered for teakwood work was 2.11.6 will now be paid at 3/8 per cft but no Cartage will be allowed.

"Signed"

G. F. Handcock.

31.3.96.

(True copy)

John. Ingles

Ex. Engineer

Dt. 24/3/97

EXECUTIVE ENGINEER'S OFFICE
Genl. No. 9/365
7- JUN. 1897
TRICHINOPO.Y.

SUPG. ENGINEER'S OFFICE
No. 4/137
AUG 1897
P.W.D.
SIXTH CIRCLE.

SUPERINTENDING ENGINEER'S OFFICE
No. 7172
26 MAR. 97
FIRST CIRCLE.

SUPG. ENGINEER'S OFFICE
No. 8/9449
2 JUN. 1897
P.W.D.
SIXTH CIRCLE.

No. 4957

FROM

John Inglis ESq.

EXECUTIVE ENGINEER,

VIZAGAPATAM DIVISION.

THE Superintending Engineer
First Circle.

March 1897.

Enclosures. 8

TO

Contractor Ch. Lakshmi-narayana's petition to SD.O Vizianagaram & Rdr. A.M. Frost's D.O dd 5.2.93 to Mr Keepingwell.

E.E's No C dd 17.2.93 to Contractor & Endt No C dd 17.2.93.

Dated 17th

Despatched 25th

EE's no 1060/4.9.93 to Contractor

EE's no 763 to S.D.O Vizianagaram 5.7.93

SIR,

Divl No 195 to do do 25.4.96

Do 196 to Contractor 25.6.94

Contractor's petition dd 11.7.94 & Rdr T.M. Lacey's notes dd 13.9.96 thereon.

Letter No 1736 from 25.2.95 S.D.O Vizianagaram & Endn Handcock's Endt dd 14.3.95 regarding Rdrs Henderson's rates.

Rdrs Handcock's Endt dd 31.3.96 on the copy of the Last revised Estimate.

With reference to your Endorsement Nos. 688 VZ dd 26.11.96 & 723 VZ dd 13/15.12.96 forwarding the Inspection report of this Division & calling for report on the points there in noticed, I have the honour to state as follows:—

1. Clause 1 para 5 of report.

The Sub Divisional Officer Vizianagaram reports that the greater number of men employed in his Sub Division to carry out works are new and live at a distance from the works entrusted to them for execution; that they do not generally present themselves for payment and cheques —

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together with bills have to be sent to them and hence the delays. The S.D.O has been instructed to enforce strictly the procedure laid down in para 179 Vol II - I. of the Code, in future when there is a delay in getting a Voucher.

2. Clause 3 para 5.

The money appears to have been sent to Treasury on the 19th July 1895 and an entry made in the Cash book; but does not appear to have been received in the treasury on that date; the subsequent two days 20th and 21st being third Saturday and Sunday respectively the money was accepted by the Treasury on the 22nd Monday. Every Care is now being taken to avoid differences of the kind.

3. Clause 4 para 5.

Want of Check of Cash book by the Executive Engineer.

Whenever the Cash book is examined by me the entries are and always have been compared with the Vouchers and ticked in some cases in token of check and then the Cash book is signed and not before; but the word "checked" has not been entered as it is not stated that such a remark should be made - vide para 58 Chapter I Vol II. The instructions are however now being attended to.

4. Para 6 (a) Unsatisfactory Maintenance of Measurement books.

The S.D.O reports that this was due to the Ghat Superintendent being new to his work and having had no experience before; that all clerks employed under him were also new; he is now gaining experience and keeping his measurement books correctly.

5. Para 6 (b) absence of Check measurement of Work by the S.D.O.

The S.D.O reports that to check work done from the Measurement book for road work, where only balances of heaps remain and not what has been used, is found inconvenient; that he checks therefore the metal at site of each furlong and then takes out the quantities such as used from the the Measurement book, deducts it from the previous balance and sees that it tallies with the balance at site, that therefore the metal at site accounts contains his check and not the Measurement books.

The S.D.O has been in-

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to check measure the Work, find out from calculations the quantities of metal and gravel used and then compare the balances at site and note the results of check in the M. book in future.

6. The payment for ~~Check~~ Work, the measurements of which were recorded in M. book No 1797 was made by the S. D. O Koraput, who reports that the fact of the arithmetical check of the measurements was noted by the Sub Divisional Clerk on the measurement sheets submitted with bills and not in the Original M. books. As this procedure, though not objectionable, still involves a greater amount of clerical work in the office of the subordinates concerned the S. D. O has therefore been instructed to send for the M. books and to use intermediate M. books in the meanwhile.

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7. Para (7a) Delay in the adjustment of dues to Contractors.

The sum of Rs 362 referred to in the report is composed of the following items:—

(1) V. Kamiah 12/95. Rs 100
(2) G. Narasiah 3/96. " 182
(3) D. Venkatapathiraju do — " 27

B0309

(4) V. Kamarajuv Canpulw 3/96. 35
(5) P. Shimalingam do 18

Total 362

All the above are 10% deductions from bills withheld as security for the due completion of the Works concerned. The delay in payment is due to —

(1) The Work was stopped pending sanction to the revised Estimate. Until the revised Estimate was sanctioned & the Work resumed the amount could not be paid. It was paid in January 1897.

(2) Until the Work was fully completed and all the defects rectified no bill was paid. It was finally paid in October 1896.

(3) The Work was stopped on account of the season. Until it was resumed and completed it could not be paid. It was paid in November 1896.

(4) Do — do —. This was paid in January 1897.

(5) Turfing to earth-work still remains to be done. Until this is completed, the balance could not be paid.

8. Para 7(b). Delay in the recovery of an advance from a Contractor.

Of the sum of Rs 39. 12. 0 outstanding,

Rs 22-8-0 has since been recovered and there is only a balance of Rs 17-4-0. Please see this office letter No. 4118 dd 26.1.97 and that of S.E. No. 808 VZ dd 30.1.97. Prompt measures are being taken for the recovery of the balance

9. (Para 8) Difference in Value of materials at site of the Hill Jail Hospital and Compound Wall at Parvatipur.

The difference of Rs 1428-2-0 was charged to the sub heads concerned as it was known in accordance with instructions in para 18 of the Notes of the Inspecting officers printed with G.O No. 910 W dd 7.4.93.

The S.D.O Vizianagaram reports that some of the materials can be utilised on the Taluq Cutcherry at Gunnpur. The subject is still under correspondence with the S.D.O.

10. Payments to Contractors of higher and revised rates.

1st to Ch. Lakshminarayana.

The history of the case is as follows:-

(1) An Estimate for certain additions and alterations to the Hill Jail at Parvatipur was sanctioned in G.O. No. 2198 W of 9.8.92 for Rs 13,300.

(2) The Work was given out to this man, at certain rates tendered by him and which were approved by the S.E in his No. C/139 of 6.3.93. He agreed to complete the Work on the 24.3.94 and has deposited a cash security of Rs 1115 for the due fulfilment of the Contract and agreed to forfeit it in the event of failure of any of the Conditions.

(3) As soon as the Work was started the foundations had to be altered and one alteration after another had to be made while the work was in progress to suit the requirements of the Jail authorities.

(4) From the correspondence it appears that while the Work was in progress, the Contractor had to contend with certain difficulties and obstacles placed on his way by the Jail Department the Chief of which are as follows:-

(a) He was prevented by the Jail Department not to allow female coolies inside the Jail.

(b) prevented not to take and store materials at the work spot, but to take only so much

as can be utilized in a day.

(c) prevented not to obtain water from the wells inside the jail Compound.

(d) prevented not to allow Coolies to work more than certain hours in a day.

& several other restrictions.

(5) Besides these, the lime manufactured from lime stone collected near Bawapipur as originally intended in the sanctioned Estimate was condemned by Mr. Foord, the then Ex. Engineer, owing to its inferior quality and lime from Bobbili from a distance of 15 miles was ordered. All the above necessitated the revision of the Estimate for the first time.

(6) The Contractor on this petitioned to the Executive Engineer about rates and his petition was forwarded to Supt. Alford the then S.D.O to prepare and submit a data. Mr. Handcock reports that this subordinate who came from the Anakapalle Project had done excellent work & that he had every reason to place reliance in his Calculations of the rates to be allowed for the various kinds of Work to be carried in Connection with this Work.

(7) Mr. Foord himself went to the Work spot and remained there for a time; ascertained and calculated the rates and prepared a data in consultation with the S.D.O, at which the various kinds of Work should be done. A revised Estimate based on rates so prepared was then submitted for Rs 19,100 with No. 1942 dd 25.12.93, to Compensate the loss the Contractor was then sustaining. This was returned by the S.E. with his No. 695 VZ dd 14.2.94.

(8) The Estimate has again been revised and submitted for Rs 17,950 with No. 1265 dd 8/1894 with alterations in rates for certain items. This was again returned with S.Es No. 358 VZ dd 20.8.94.

(9) It was again revised and submitted for the third time for Rs 17670 with No. 2270 dd 1/15.11.94; but was returned with S.Es No. 611 VZ dd 15.12.94

(10) The Estimate was completely revised again for the fourth time and was submitted for Rs 41,060 with No. 1848 dd 4.9.95.

In the file

The revision of the Estimate so many

times appears to have been due to the additions and alterations proposed then & there, but the rates fixed in the second revised Estimate remained unaltered.

(11) In the meanwhile, the Contractor was ordered to push on with the work according to the alterations proposed on the various occasions; and no fresh agreement appears to have been taken from him nor was any time fixed for the completion of the Works as altered. Promises in writing were given him for increased rates, in reply to the many petitions presented by him from time to time. These written orders were given by the Officers noted below & the Nos of letters which contained such orders are also noted. ×××

Mr Foord. No. C/87 & C/88 dd 17.2.93.
a note to the Doctor on Contractors petition dd Feb/93
" No. 1060 dd 4.9.93 to the Contractor.

Mr G. F. Handcock's No. 95 25.4.94
" No. 96 25.4.94

SUPG. ENGINEER'S OFFICE, No. AUG 1897 P.W.D. SIXTH CIRCLE.

Mr Lacey's Notes dd 13.9.94 on the Contractor's petition.

(12) When matters were in this stage, the Contractor was informed in letter No. 1498 dd 27.8.94 that his deposit was credited to Government as the Work had not been completed and that he should attend the office to execute a fresh bond for the Work still remaining to be done. On this the Contractor protested and sent a petition to the S.E on the 11.9.94 which was referred to the Ex. Engineer for report Vide S.E's No. 47 B dd 19.9.94.

(13) Mr Loam the then Executive Engineer replied to the above reference in his No. 2272 dd 15.11.94 and sent a copy of the Contractor's agreement and other papers. He suggested in the last para of his above letter to pay the Contractor his tender rates and to refund his deposit as the work was allowed to hangon to many months after the agreed time; but did not make any mention any where in his letter that the Contractor had been promised in writing by his predecessors, higher rates.

W. 611 V 2. 18/12/54

(14) Mr. Handcock after resuming charge of the Division took up the subject again and addressed the S.E in his letter No. 3869 dd 30.8.95. and sent the original agreement In this he stated as follows:—

(Para 1) The Two Courses are open; 1st that proposed by Mr. Loam viz that the Contractor should not be made to forfeit his deposit but that he should be held to the rates entered in his agreement, except of course for work not specified therein.

2nd that he should be made to forfeit his deposit and be paid at the revised rates:—

(para 6) The questions to be decided are whether the difficulties experienced by the Contractor owing to jail rules were sufficient to free him from liability to forfeit his deposit or to entitle him to an enhancement of rates. Even in this letter no mention was made as to his promise for higher rates given to the Contractor in letter No. 196 dd 25.4.94. or those by his predecessors.—

(15) The S.E in reply to this reference of Mr. Handcock, said in his No. 110 Dt dd 14.5.95 that "I agree with Mr. Loam in thinking that the Contractor's deposit should not be forfeited and that as far as possible he should be paid according to the rates entered in his agreement.

(16) The last revised Estimate referred to in para 10 - (10) above allowing the increased rates according to the data prepared by Mr. Good & those promised to the Contractor by several Officers was then submitted to the S.E. In the report which accompanied this Estimate a mention was made that "the extra rates for some of the sub-heads promised to the Contractor are now provided in this Estimate." The S.E. having approved the Estimate forwarded it on 17.9.95 to the Inspector-General of Prisons for obtaining sanction of Government.

(17) In November 95 orders were received from Government through S.E with his No. 617 Dt dd 7.12.95 directing the temporary abandonment of the Jail-Work. On this a reference was made to the S.E in No. 2777 dd 16.12.95 enquiring whether the Ex. Engineer was to assume that the rates provided in the revised Estimate already submitted were approved and if so whether he may pay up the Contractor

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9/4/95

at those rates. The S. E in his No 671/12 dd 29. 12. 95 said in reply, drawing the attention of the Ex. Engineer to his letter No 110 12 dd 14. 5. 95, that the rate for Work not specified in the agreement may be paid according to the terms agreed on.

(18) On this Mr Handcock underlined the Word terms in the S. E's letter and ordered "bills accordingly".

(19) The S. E was then asked in No 2846 dd 24. 12. 95 to return the revised estimate to enable the Divisional office to prepare the final bill. It was accordingly obtained from the Inspector-General of Prisons and sent to the Ex. Engineer with S. E's No 477 dd 31. 1. 96. Thereupon the final bill was prepared but the Contractor having disputed the measurements Mr C. Hawkins Assistant Engineer was requested in No 3671 dd 9. 3. 96 to remeasure the whole Work and submit his measurements before the 25th March 96; but the measurements did not reach this office till the 17th April 1896. In the meanwhile Mr Handcock fell ill & before he went on leave he recorded an order in his own hand on the office Copy of the last revised Estimate as follows:-

"Contractor Ch. Lakshminarayana is to be paid according to rates provided in this revised Estimate. The rate originally tendered for Teak Wood Work was Rs 2. 11. 6; he will now be paid at Rs 3. 8. 0 per Cft but no Cartage will be allowed".

(20) After I assumed charge of the Division in April 1896, the Contractor presented himself before me for payment of his final bill, but as the official year 1895-96 has expired and consequently there were no funds to meet the Charges, no steps were taken then until receipt of Sanction of Government to the Statement of Incomplete Works for 1895-96.

(21) On receipt of Sanction of Government, I sent for the whole case & perused all the papers & those of S. E's Nos 110 12 dd 14. 5. 95 & 671 12 dd 29. 12. 95.

(22) It appeared to me from the whole correspondence that there have been so many changes both in design and in the nature of the materials supplied and the Work done by the Contractor ever since the Commencement

of the Work, the consequent revision of the Estimate so many times and in the absence of any special or new agreement, taken from the Contractor for the additions or alterations proposed from time to time and from also any stipulation in writing as to the date of completion of the work according to the revised Estimates it could hardly ~~have~~ bind the Contractor to the terms of his Original Agreement.

(23) It is true that Mr. Handcock proposed two alternatives but gave no reasons for them. It may be seen how far these proposals can stand good in face of the work having been altered both in the design and in the quality of the materials supplied and the work allowed to hang on even after the originally stipulated time and in the face of written promises given to the Contractor for increased rates from time to time.

(24) The S.E who had before him the proposals of Mr. Loam and those of Mr. Handcock approving the alternative proposals of the latter would probably have passed orders accordingly; but his orders were so explicit and final regarding the deposit as that no further reference appeared necessary on those points. When this special point which bound the Contractor was decided by the S.E in the Contractors favour it remained to be considered how far he could be made to carry out the other terms of his agreement regarding rates.

S.E's views were clear

(25) Even in regard to the rates it appeared to me that if the S.E was in favour of allowing the Contractor only his tender rates even after the written promises to him regarding the rates owing to change of materials labour &c in almost all the sub-heads of items of the Estimate which can be established in a court of law, he would not have sent up the revised Estimate with increased rates for sanction & that he would have issued such orders; but knowing all about the case, he passed orders to pay the Contractor as far as possible his agreement rates in one letter & in the other letter according to the terms agreed on; this latter presumably on the mention made in the report that accompanied the revised Estimate of the promise to the Contractor of higher rates.

for work-done not specified in agreement

From these one would not infer that only tender rates should be paid.

These orders of the S.E coupled with those recorded by Mr Handcock on the office copy of the revised Estimate regarding rates & the fact that almost all the items though in the agreement, were considered to be new and not specified in the agreement owing to change of materials, labour &c were clear & justify the payment of the bill according to the rates and terms agreed to with the Contractor.

11. Mr Henderson

(1) Hospital and Compound wall work connected with the Hill Jail at Barwapipur was given to this Contractor. He, when executing the Piece-work agreement, entered in red ink his own rates for the several items and said that the rates in the Estimate were too low for him to accept and that he had signed the agreement conditionally. Serjeant Alford, the then S.D.O was requested to check the rates of the Contractor with those in the revised Estimate for the Hill Jail Improvements and to issue necessary orders for the preparation of a revised Estimate for this work also and was informed that the Contractor had put the work in hand pending approval of the rates proposed by him. Orders were then issued to revise the Estimate for this portion also. It was accordingly revised and included in the last revised Estimate for Rs 41065 referred to in para 10 (10) supra.

(2) Mr Handcock to whom a reference was made, informed me that he had promised this Contractor the rates proposed by him as he would not otherwise have undertaken the work & no other contractor would be persuaded to take up the work. The final bill of the Contractor is not however paid yet for want of information on some points from the S.D.O.

12 (Para 9). The materials at site of Bottinghi-Khanpur Road have been reported to have been verified by Mr French from 1st to 5th January 1894. On receipt of further report called for from the present S.D.O it will be communicated.

13 (Para 10). Strict attention is now being paid to this and necessary instructions issued to the S.D.O

and to the subordinate in charge for the correct preparation of this document in future.

14 (Para 12) As the works were approaching completion the time was not extended. These works have since been completed & no further action appears necessary.

15 (Para 13) The Works referred to are:—

(i) New Lora tank of Pekta Gadapalli Agra-haram, Vizagapatam District.

(ii) Repairs to Komaty tank.

The first work was put in hand with reference to G.O. No. 69 I dd 20.1.96. Final Orders on this subject have since been passed by Government in G.O. No. 195 I dd 29.10.96. Necessary adjustment will be made as soon as the work is completed & finally paid.

The second was put in hand as per orders of the S.E in his letter No. 49912 dd 24.10 / 3.11.94. The total amount recoverable was Rs 774-9-0; out of which Rs 616.10.5 have been recovered leaving a balance of Rs 157.14.7. The Collector reports that Civil suits for the recovery of the balance have been filed and one of the suits has been decided in favour of Government and that the Tahsildar of Vizianagaram has been ordered to execute the decree. The other case is still pending.

16 Para (14 a). No register appears to have been opened out before through an omission. A register has now been opened out.

17. Para (14 b) As a rule no salaries are paid unless the salary bill is prepared and passed by me. On some occasions it so happens that an initial to a correction or late receipt of fair copies prevent the despatch of the bill the very day. This has now been avoided & payment ordered as a rule after the despatch of the bill from office.

18. Para 16. It has been reported by the S.D.O Yellamanchilli that all the points noticed by the Inspecting Officer have been attended to.

I have the honour to be

Sir,

Your Most Obedient Servant.

John Inglis
25.3.97.
Executive Engineer

Ex. 24/3/97.

EXECUTIVE ENGINEER'S
No. 11/205
7 - JUN. 1897
TRICHINOPOLY.

FROM

THE EXECUTIVE ENGINEER,
VIZAGAPATAM DIVISION.

TO

THE Superintending
Engineer
I Circle

DATED 17th 25th
DESPATCHED 25th March 1897.
RECEIVED

No. 4957

ENCLOSURES. 8.

SUBJECT.

Report—
Inspection Notes of
the Vizagapatam Div.
for 1896-97

Report on the points
noticed by the Government
on the —— by the Ex.r

P. W. A.

SUPG. ENGINEER'S OFFICE
No. 4135/97
6 AUG 1897
P.W.D.
SIXTH CIRCLE.

SUPG. ENGINEER'S OFFICE
No. 9145
2 JUN 1897
SIXTH CIRCLE.

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Copy of letter No: 6/1102 dated 29.12.95 from A.H. Gianelli Esquire, Superintending Engineer 1st Circle to the Executive Engineer Vizagapatam Division

---

With reference to his letter No: 2777 dated the 16th December 1895, I have the honour to refer him to this office No: 11102 of 14-5-95. The rates for work not specified in the agreement may be paid according to the terms agreed on.

SUPG. ENGINEER'S OFFICE
No. 3133/97
6 AUG 1897
P.W.D.
SIXTH CIRCLE.

'True Copy'

J C L
Superintending Engineer
7/4 1st Circle

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EXECUTIVE ENGINEER'S OFFICE
Genl
7 - JUN. 1897
TRICHINOPOLY

SUPG. ENGINEER'S OFFICE
No. 1147
2 JUN. 1897
P.W.D.
SIXTH CIRCLE.

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No. 11072.

From

A. H. Gancd Esqr.
Superintending Engineer,
First Circle.

Enclosures.

To

The Executive Engineer
Viracabatam Dn.

~~Walair~~, Dmlaishwaram 14.5 1895.

SUPG. ENGINEER'S OFFICE
No. 2112
6 AUG. 1897
P.W.D.
SIXTH CIRCLE.

Sir,

Referring to your No: 3869 of 30
I have the honour to inform you tha
I agree with Mr. Loam in thinking
that the Contractor's deposit should
not be forfeited and that as far
as possible he should be paid acco
-ing to the rates entered in his agreem

I have etc
Sd/ A. H. Ganeb
Subtg Engineer 1st

(True copy)

Subtg Engineer 1st Circle

EXECUTIVE ENGINEER'S OFFICE
7- JUN. 1897
TRICHINOPOLY.

SUPG. ENGINEER'S OFFICE,
No. 1174
2 JUN. 1897
P.W.D.
SIXTH CIRCLE.

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3870/97
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No: 46 V.Z.

From

J.C. Laurinie Esqr M.J.C.E.
Superintending Engineer 1st Circle

To,

The Chief Engineer
P.W. Department, Madras

Dated at Camp 5th April 1897.

SUPG. ENGINEER'S OFFICE
No. 1132
AUG. 1897
P.W.D.
SIXTH CIRCLE.

Sir,

With reference to G.O. No: 3499 W dated the 7th December 1896, I have the honour to submit herewith a letter in original No: 4957 dated the 17th March 1897 from the Exec Engr. Viragapatam Division affording explanation on the various points mentioned in the G.O.

2 Para 6 of the above quoted G.O. and para 8 of G.O. no: 3201 W dated 10th November 1896 - In my opinion Mr. Inglis, Exec Engr. was not at all justified in paying the final bill to C. Lachiminarayana, Contractor at the rates provided in the revised Estimate and in refunding his deposit money Rs 1115 without obtaining further permission of the Superintending Engineer.

The

The Superintending Engineer's orders as Contained in this Office No: 1107 Z. dated the 14th May 95 and No: 6710 Z. of 29th December 1895, Copies of which are herewith enclosed, were that the Contractor's deposit should not be forfeited and that as far as possible, he should be paid according to the rates entered in his agreement and that the rates for work not Specified in the agreement might be paid according to the terms agreed on.

3. Mr. Handcock as Executive Engr. of the Division left orders on the 31st March 96 that the Contractor should be paid at the rates entered in the revised Estimate. It appears that he passed these orders, although Contrary to the Supdg Engineer's instructions on account of the Contractor having been promised in writing revised rates even for the items contained in the agreement. The fact of the Contractor having been promised higher rates was never brought to the Supdg Engineer's notice. Mr. Handcock was wrong in recording his orders on 31/3/96 which were Contrary to his first order as Supdg Engineer's No: 6710 Z. of 29. Decr. 1895 to the Accountant. Bills accordingly") and to the Supdg Engr's instructions.

4. Mr. Inglis who paid the final bill should have made a further reference to the Superintending Engineer before paying the bill stating the promise already made to the Contractor. This he failed to do. Again as regards the refund of deposit, I beg to state that Mr. M. Doan when in Charge of the Division reported in his letter No: 2272 dated 23/10/94 to the Supdg Engineer that the work agreed to be done by March 94 was not fully carried out and the delay throughout was due to the Contractor not having brought materials to site and in not looking after the works upto date and that the Collection of materials was ordered to be done departmentally; this letter shows clearly that the Contractor worked unsatisfactorily and did not carry out work according to the terms of the Contract bond; the forfeiture of deposit should have been enforced according to the conditions of the Contract bond.

5. Mr. Handcock in his letter No: 5024 dated the 7th February 1897 to the Exec Engineer, Dracabakam Division

Las

has paid that the Contractor gave Consi-
-derable trouble and that he proposed to
deprive the Contractor of his deposit money.
It does not appear that he left any
written orders in his office to this effect.

C. Thos Lachimunarayana received
higher rates than those entered in his
agreement and the refund of his
deposit, though he failed to do work accord-
-ing to the Stipulations agreed upon. No
fines were imposed on the Contractor, the
reason being that the Contract made no
provision for fines. So, the Contractor escaped
without any kind of punishment. I
do not think the Manager of the Exe Engr's
Office is free from blame. Before payment
of the final bill was made, he should
have drawn up a memorandum setting
forth in it all the facts of the case in
detail and suggested a reference to the
Superintending Engineer.

Mr. Henderson Contractor.

7. It is evident from the Correspondence that
the Contractor was promised revised
rates and his bill should be paid
accordingly as soon as possible. Necessary
orders will be issued to the Exe Engineer

Para 9

8. Para 9 of B.O. under reference and 13 of G.O.
No. 3201 W dated 10 11/96.

Repairs to Komati Tank.

Repairs were ordered to be put
in hand in anticipation of recovery
of the Contribution from Atgrahara and
-dars. These orders were given by Mr.
Garrett, late Superintending Engineer
at the urgent request of the Collector
Vizagapatam. It was pointed out to
him (Collector) in this Office letter No:
4317 D.2. dated the 19th September 1894
that the rules of this Department
would not admit of Contribution
works being put in hand before
payment of Contribution; but the
Commencement of the work had
been ordered in Consequence of its
urgency under section 11 of the
Railway Protective Act (VI of 1886)

Regarding Mr. Tank, Executive Engr's
letter Contains sufficient explana-
-nation

9. The other points do not

Call

Call for my Special remarks.

I have the honor to be,
Sir,
Your Most obedt Servt,

J. C. Lamminie
Superintending Engineer
1/4 First Circle

CS
7.4.97

Public Works (1897) Department.

SUPG. ENGINEER'S OFFICE No. 945 2 JUN. 1897 P.W.D. SIXTH CIRCLE.

EXECUTIVE ENGINEER'S OFFICE 305 7-JUN.1897 TRICHINOPOLY.

CURRENT No. ~~3870~~ 8663/97 1147/3

No. 2729 dy 1st June 1897

Order Short.

SUPG. ENGINEER'S OFFICE No. ..... 6 AUG. 1897 P.W.D. SIXTH CIRCLE.

From J. C. Lamminie Esq.
Supg. Engineer, 1st Circle,
To The Chief Engineer, P.W.D.

No. 462.

Dated 5.4.97.
Received 15.4.97
Enclosures 11
Spare copies -

SUBJECT.

Inspection Report on the accounts of the Vizagapatam Division for 1896-97 — submits Enclosures letter replying to the remarks in the

Forwarded to the Supdg Engineer VI Circle, in view to his being called upon for any further remarks or explanation he may have to offer with reference to paras 2 to 6 of the letter from the Supdg Engineer I Circle.

J. D. Campbell
Chief Engr

CS

13
Rev. Fr
8663/97
1147/3

O.L.S. 153 R 3116

BACK PAPERS.

G.O.	No.	Department.	Date.
	3499 W Dt		7-12-96
	3206 W		10-11-96
	3223 W		15-12-94

FURTHER PAPERS.

G.O.	No.	Department.	Date.

P.W.C 14/1473/97

EXECUTIVE ENGINEER'S OFFICE,

Dated, Trichinopoly, 5th August 1897.

No. 342 S

From John Inglis
~~P. ROSCOE ALLEN~~, ESQR.,
EXECUTIVE ENGINEER,
Trichinopoly Division.

To
THE SUPERINTENDING ENGINEER,
6TH CIRCLE,

SIR,

C. to C. 12

I do returning herewith your endorsement No. 1015 T.C. dated 4th June 1897, forwarding to me for any further remarks or explanation Chief Engineer's endorsement No. 2729 C dated 18th I have, I have the honor to state as follows.

Para 2 of letter No. 46 Vy, dated 5th April 1897, from the Superintending Engineer 18th circle :—

The circumstances under which the refund of deposit and the payment of final bill as per rates entered in the revised estimate were made to Contractor Lakshminarayana have been fully explained in para 10 (22 to 25) of my letter No. 4957 dated 17th March 1897 and I may also add here that I considered that the orders contained in Superintending Engineer's (18th circle) letter No. 110 Vy dated 14th May 1895 were sufficient authority to refund the deposit to the Contractor and those contained in his No. 671 Vy dated 29th December 1895 (one of a series later date) were very clear as to what rate should be allowed for items of work done. These

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G.O.	N
	34
	35
	36

orders read along with the orders left by
Mr. Shadcock (Vide para 3 of Mr. Symmins'
letter No. 40 W/y dated 5th Mar April 1897) will
I submit justify my actions in refunding the
deposit and allowing rates as per revised estimate -
I further beg to represent that if the Superintending
Engineer should enforcing the remarks of Mr.
Loane, made in October 1894 (Vide para 4 of
Superintending Engineers letter under reference)
it is to be decided why Mr. Shadcocks orders
should not have been adhered to especially
when there are definite orders issued by
Mr. Garrett in May and December 1895, and in
the face of a written promise to the Contractor
that rates for all items as per revised estimate
will be allowed. The Contractor has remained
in force in spite of the Contractors failure
to complete the work within the time spe-
cified and I had no other alternative than
to adopt the terms of my predecessor -
I regret that so great a delay has taken
place in answering this reference, but the
papers connected with the same were mislaid. —
I have the honour to be,
Sir,
your most obedient servant -
John Inglis
Executive Engineer,
Trichinopoly Division. —

RW
14/8

TM
5/8

No. 1469. T.C. dated 9th Aug: 1897
D/11.

Submitted to the Chief Engineer P.W.D, with reference to his endorsement No: 2729 C dated 18th June 1897, herewith returned with enclosures.

Encl: 12.

N. Bradley Lieut Col R E
Supdg Engineer
N. Circle

6TH CIRCLE

SUPG. ENGINEER'S OFFICE, No. 1359 6 AUG 1897 P.W.D. S.E. Trichinopoly Division.

FROM

THE EXECUTIVE ENGINEER,

Trichinopoly Division.

To

THE SUPERINTENDING ENGINEER,

6TH CIRCLE.

No. 342 Se.

Dated 5th
Despatched 5th } August 1897.
Received

ENCLOSURE:—/2

Tentative

SUBJECT.

Inspection Report on the Accounts of the Vizagapatam Divisions

Offers further explanation with reference to Certain points in the

1015 TC/97 & file

Public Works (1897) Department.

PW.E.15

CURRENT No. 8043 11473/97

Order

From

The Superintending Engineer VI. Circle

No. 469. T.C

Dated 9th August 1897

Received 13.8.97

Enclosures 12. 13

Spare copies

SUBJECT.

Inspection Reports on the accounts of the Vizagapatam Dn. ——— Submits further explanation of Dr. Inglis with reference to certain points in the ———

O.R.S. 378

20/9 R 1/10 D 1/10/97

BACK PAPERS.

No.	Date.
2729C	1-6-97
3499W	7-12-96
3201W	10-11-96
3223W	15-12-94

FURTHER PAPERS.

No.	Date.

C.W.C 15
1147 3/97

No. 4081C

Government of Madras.

PUBLIC WORKS **DEPARTMENT.**

MEMORANDUM.

Dated Madras, 7th October 1897

From the Superintending Engineer, VI Circle, No. 1469 T.C., dated 9th August 1897.

Note by the Chief Engineer, Public Works Department, dated 29th September 1897:-

The only matter in these papers requiring special notice is the case of the contractor C. Lachminarayana and the payments made to him in connection with work in the Hill Jail at Parvatipur.

An estimate amounting to Rs. 13,300 for improvements to the jail was sanctioned in G.O. No. 2198 W dated 9th August 1892. According to the Executive Engineer's history of the work, a contract was made with the man above named, at certain rates tendered by him. He agreed to complete the -- work by 24th March 1894, and deposited a security of Rs. 1,115, which he agreed to forfeit in the event of failure to carry out his conditions.

As soon as the work was started, the foundations had to be altered, and then followed one alteration after -- another to suit the requirements of the jail authorities. The jail rules also caused much obstruction to the progress of the work, while the source of supply of lime was altered to a place 15 miles away. All this led to a petition from the contractor for revised rates, and Mr. Inglis' letter of 17th March 1897 describes in detail how the estimate was revised and re-revised, and how the contractor was promised increased rates by various officers. The final revised -- estimate

Reasons for not forfeiting deposit

P. W. 41
1,000—14-7-97

estimate of Rs. 41,060 mentioned by Mr. Inglis probably included a supplemental estimate of Rs. 8,856 sanctioned in G.O.No. 2972 W dated 20th November 1894, and further supplemental estimates afterwards ordered by Government on the application of the Inspector General of Jails. This final estimate of Rs. 41,060 did not reach Government in the P.W.Department, for -- after it was forwarded to the Inspector General by the Superintending Engineer, the stoppage of the work was ordered, the abandonment of the jail having come under consideration.

In August 1894, or five months after the expiration of the contract time, the contractor was told that his deposit was confiscated, and that he should execute a fresh bond for the work remaining to be done. On this he appealed to the Superintending Engineer, and Mr. Loam, who was temporarily in charge of the division, in reporting on the petition, suggested that the security should be refunded, but that the contractor should be held to his tendered rates. He did not however tell the Superintending Engineer that the contractor had been promised increased rates by previous Executive Engineers.

Nothing appears to have been decided at that time, and Mr. Handcock on resuming charge of the division, took up the matter again in March 1895. He made alternative proposals to the Superintending Engineer (1) that the contractor's deposit should not be forfeited, but that he should be held to the rates entered in his agreement, except for work not specified therein, and (2) that he should forfeit the deposit, and be paid at the revised rates.

The Superintending Engineer's decision on this was given in his letter No. 110 V.Z. dated 14th May 1895, in a few words, viz: "I agree with Mr. Loam in thinking that the contractor's deposit should not be forfeited, and that as far as possible, he should be paid according to the rates entered in his agreement".

The last revised estimate of Rs. 41,060 is said to have provided for the enhanced rates promised to the contractor, and apparently sanction to this was awaited before settling up with the man. As above stated, however, this estimate was not sanctioned, and the stoppage of the work was -- ordered in November 1895. In December 1895, Mr. Handcock asked the Superintending Engineer if he was to assume that the -- rates provided in the revised estimate were approved, and whether he could pay the contractor at those rates. The -- Superintending Engineer's reply was again very brief (No. 671 v.z. dated 29th December 1895). He referred the Executive Engineer to his letter No. 110 v.z. of 14th May 1895, and said "the rates for work not specified in the agreement may be paid according to the terms agreed on". Mr. Handcock on this ordered "bills accordingly". Further delay then occurred in getting back the revised estimate from the Inspector General of Jails, and through disputes with the contractor about --- measurements, and matters dragged on until April 1896, when Mr. Handcock went on sick leave. Prior to his departure, he left an order on record to the effect that the contractor was to be paid according to the rates provided in the revised estimate.

Mr. Inglis assumed charge in April 1896, and the contractor appeared before him for payment. He was unable however to do anything until the allotments for incomplete works of 1895-96 were made. These were published in G.O.No. 1761 W dated 15th June 1896, and Mr. Inglis then went into the whole matter of the contractor's accounts. He apparently considered himself justified in settling up with the contractor at the revised rates throughout, as owing to the --

many

many revisions of the estimate, and the entire alterations of materials, there was nothing left of the original agreement. He had also before him Mr. Handcock's final order to the effect that the contractor should be paid according to the revised rates.

The point for consideration is whether Mr. Handcock had sufficient authority for his order to pay at revised rates and whether Mr. Inglis had sufficient authority to make the payment at those rates.

It must be remembered that Mr. Handcock made alternative proposals, (1) that the contractor should be refunded his security, but he paid at his tendered rates, and (2) that he should forfeit his security and be paid at revised estimate rates.

The Superintending Engineer sanctioned the first alternative, but qualified the proposal by saying that the contractor should be paid tendered rates "as far as possible". He afterwards further qualified the order by directing that for work not specified in the agreement, payment might be made "according to the terms agreed on". The words "terms agreed on" must apparently have meant the rates promised to the contractor, that is to say the rates for work not included in the original estimate, and Mr. Handcock appears to have been justified in ordering payment at those rates for work not specified in the tender. But he went further than this, and ordered payment at revised rates for all work done by the contractor.

Mr. Inglis also considered himself justified in paying the contractor at revised rates for every thing, because although the items entered in the tender might have been the same in name as those carried out, the latter were changed entirely in -- quantity and quality by alterations in design and source of supply and revisions of the estimate. He was also no doubt -- guided by the final order of his predecessor. There was however room for considerable doubt as to whether he had sufficient authority to pay at revised rates for items entered in the agreement, even although these items had become changed in quality etc., and it may perhaps be argued that he should have absolved himself from responsibility by again referring the point to the Superintending Engineer, and obtaining a definite decision on it.

It is considered that the Superintending Engineer's second order was not at all as clear and definite as it -- should have been. The question asked by the Executive Engineer was whether he was to assume that the rates entered in the revised estimate were approved. This question was not directly answered, but the Executive Engineer was told that for work not entered in the agreement, payment might be made according to the terms agreed on. A more definite order might, it is thought, have been given, and the Executive Engineer should apparently have explained that the whole agreement had become void, and have pressed for a definite order as to whether he could pay for everything at revised rates.

The correspondence does not show what was the -- amount of extra payment made to this contractor.

To enable the Chief Engineer to pass orders on the subject under reference he would like to hear what Mr. Garrett, the Superintending Engineer concerned, has to say on the -- matter it being borne in mind that the point to be decided is whether the Superintending Engineer's orders were sufficient authority for Mr. Handcock to leave on record his -- endorsement that the contractor should be paid according to revised rates, and whether those orders and Mr. Handcock's endorsement were sufficient authority for Mr. Inglis to make the payments at the higher rates.

Referred to Mr. Garrett for report.

J. H. Cumberlege Col. R. E.,
Chief Engineer.

To
A. H. Garrett Esquire.

with P.W. Comm. No 9943 in original
and Secn copy of Sp. Leg 3201 (W) of 10-11-96.
(Column corrected)

The higher rates are reasonable
but the Contractor was not
paid them at first, but was paid lower rates and a
punishment.
If subsequently the Contractor refused to do all
he was bound to do at the lower rates
the revised rates

P.W.E.16
1473/97

No. 4633 W

Supdt. Engineer's Office, III Circle,
Bellary. 15th November 1897.

From

A. H. Garrett Esqr.
Supdt. Engineer, III Circle.
Bellary.

To

The Chief Engineer,
P.W. Department.
Madras.

Enclosures-
Rough Cuttings
(No. 4081 C. of
7-10-97).
(2 enclosures)

Sir,

In reply to your Memo No. 4081 C dated 7th October 1897, I have the honour to submit the following remarks, which have been delayed in consequence of my having to obtain all the papers connected with the Parvatipur Hill Jail from the 1st Circle.

2. When taken with the context, I am unable to understand in what respect my orders regarding the rates to be paid to Contractor C. Lachmina-rayana, are wanting in clearness.

3. My No. 410 Cy dated 14th May 1895 was a perfectly clear acceptance of the first of the two proposals made by Mr. Handcock. Mr. Handcock wrote as follows "Two courses are open — 1st. That proposed by Mr. Loam, viz, that the Contractor

should

should not be made to forfeit his deposit but that he should be held to the rates entered in his agreement, except, of course, of works not specified therein."

4. My reply to this was "I agree with Mr. Loam in thinking that the Contractor's deposit should not be forfeited, and that, as far as possible, he should be paid according to the rates entered in his agreement." The work "as far as possible" simply had reference to the concluding words of Mr. Handcock's sentence "except of course for works not specified therein".

5. There is not the slightest doubt that the rates entered in the agreement were too low, and that the Contractor had good reason to complain of the unexpected difficulties placed in his way. If he had been working satisfactorily from the first, I should have considered him entitled to higher rates than those agreed upon, when in ignorance of the peculiar conditions under which he would have to work. There had however been complaints about his dilatoriness and supply of bad materials, so that I decided he should only be paid his tender rates. This order should have been acted on at once by the Executive Engineer, who wrote that the preparation of the Contractor's final bill was delayed pending my reply.

6. After a lapse of 6 months however that is to say in December 1895 the Exe: Engineer again wrote as follows. "I have the honour to enquire whether I am to assume that the rates provided in the revised estimate already submitted are approved, and if so whether I may pay up the contractors at those rates. The final bills are now under preparation in my office" Vide

7. My reply was "Has the honour to refer him to this Office No 110 Dr of 14th May 1895. The rates not specified in the Agreement may be paid according to the terms agreed on". The reference to my previous order and the mention of the word "agreement" in the singular, make it clear that I was only referring to the final bill of C. Lachminarayana, though doubtless Mr. Handcock's question required a more comprehensive answer. There is however no room for any misconception regarding the rates to be paid to C. Lachminarayana which is the point in question.

8. As a matter of fact I should certainly have approved of the revised rates, except as regards the work done by C. Lachminarayana, about which my orders were perfectly clear in the first instance,

and

and were simply confirmed in my reply to Mr. Handcock's second letter.

9. Mr. Handcock had not in my opinion any authority for ordering L. Lachmenarayana to be paid the revised rates.

I have the honour to be,

Sir,

Your most obedient servant,

Supdg. Engineer, III Circle.