

MADRAS RECORD OFFICE.

Government of Madras.

Judicial DEPARTMENT.

G.O. No.	123	Press
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	41-42	
Dated	29-1-	1918

Not to be folded or roughly handled

Fort St. George, Judicial Consultation, 1st February 1859.

No. 41. Read the following letter from C. W. READE, Esq., Agent to the Governor at Vizagapatam ; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated Nursepatam, 8th January 1859, No. 21.

SIR,

I have the honor to submit the explanation from Captain Owen, called for in Minutes Consultation, Judicial Department, No. 1712, dated 4th December last. These proceedings of Government, were by mistake addressed to the Agent in Ganjam, and only reached my office on the 28th Ultimo.

2. I do not know that I can add any thing that would give weight to what Captain Owen has stated in his explanation, but acquainted as I am with the history of these buildings, I may be permitted to express my great surprise, that the Officers of the Department of Public Works should endeavour to throw on Captain Owen, a responsibility which belongs solely to themselves.

3. The first mistake made was by Lieutenant Burn, in giving a contract when he had an establishment costing the State nearly Rupees 800 a month and with comparatively no other work on hand, as brought to the notice of Government, in my letter of the 4th October last.* The 2nd error was on the part of Lieutenant Syme, in entering into a contract which was incomplete in its conditions and unaccompanied by any security for its fulfilment ; to neither of these documents was Captain Owen a party in any way beyond the extent to which his name was introduced by Lieutenant Syme, for whose convenience and at whose special instance Captain Owen reluctantly undertook the oversight of the buildings in his very natural anxiety to see that they were properly and speedily finished.

4. The cause of Captain Owen's failure to get any thing efficiently done subsequently he has himself explained, and I may add, that soon after my joining the District, Captain Owen brought to my notice the very unsatisfactory state of things, and urged my interference, but I was powerless to act in the matter as it was altogether in the hands of the Engineer's Department, although I subsequently did so when pressed by Lieutenant Vertue, in view to induce the contractor to fulfil his undertaking and it was on this occasion that the 3rd contract or agreement to which Captain Owen adverts was entered into, but this was entirely voluntary, but at the time I hoped it might result in the satisfactory completion of the work.

5. I trust Government will on consideration see nothing in the part taken by Captain Owen, to justify the call upon him to make good the loss that has arisen, while I would also venture to express the hope that Government will likewise acquit him of the culpability which by implication he is charged with in the letter of the Officiating Chief Engineer.

From Captain W. G. OWEN, Commanding Golcondah Sebundy Corps ; to C. W. READE, Esq., Agent to the Governor, dated Nursepatam, 6th January 1859, No. 5.

SIR,

In submitting the following explanation regarding the Sebundy Barrack buildings at Nursepatam, as required in your letter No. 1, dated 5th January 1859, I have the honor to express my regret that the Officers of the Engineer Department should have thought proper to bring my name to the notice of Government, in so unfavorable a light regarding the part taken by me.

It is quite a mistake to suppose that I received money from the contractor. Captain Syme virtually gave me the 200 Rupees to assist him, as a check upon the contractor and this was strictly a private arrangement.

2. Captain Syme made the contract with Chintacoyala Tummiyah, and lodged the contract paper in his own office ; he omitted to obtain the signature of the security at Vizagapatam, and hence the present loss.

I frequently wrote to remind Captain Syme, of the desirability of getting the person standing security to sign the contract paper, as the contractor was not carrying on the work satisfactorily and I had no power over him as he refused to obey me, and you may recollect, I brought

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the circumstance to your notice very shortly after your arrival in the District. Still Captain Syme did not get the paper signed by the security, nor did he ever send any person, or come himself, to inspect the work, although I repeatedly asked him to do so; he did not even inspect the work in giving over charge of the District to Lieutenant Vertue.

Moreover before leaving the Vizagapatam District in 1857, Captain Syme wrote to me saying, "as it was drawing near to the end of the official year, that it was necessary that he should have no balance on his books regarding the Nursepatam Barrack buildings, and that I was to pay the sum then remaining in the Talook Cutcherry (about 1,200 Rupees) to the contractor Chintacoyala Tummiah, who could give it out in the necessary advances for materials, &c." I cannot at present find the note containing these words, but can positively affirm to having received it, and am sure Captain Syme will bear me out in this assertion.

"In reply I wrote that if the money must be drawn, Captain Syme had better allow it to be lodged in deposit, as if given to the contractor a total loss might accrue" and the money was so lodged in deposit as the accounts will shew, and thus this further loss has through my means been saved, and so remained, when the work was stopped by order of Lieutenant Vertue.

3. After Lieutenant Vertue stopped the Barrack contractor's work about September or October 1857, he caused a fresh and third contract to be made with the contractor Chintacoyala Tummiah and which document was executed at Vizagapatam, I have seen the document and imagine it is still in possession of Lieutenant Vertue; thus as the 2nd contract is said to invalidate the 1st, perhaps this third contract made by Lieutenant Vertue cancels the 2nd.

4. I never undertook the superintendence of the Barrack buildings, and had no control over the expenditure of the money.

In January 1857, Lieutenant Burn called upon me and asked me if I would undertake the superintendence of the buildings—although he was sent to Nursepatam especially to superintend them himself, I distinctly refused; and thereupon he gave the work to a contractor.

In February 1857, Captain Syme came to Nursepatam, disapproved of Lieutenant Burn having given the contract to Chintacoyala Tummiah—set it aside, and made out a fresh contract.

At this time Captain Syme asked me if I would look after the contractor, and endeavour to act as a check upon him, for the 6 months (period of contract) for which I should receive Rupees 200, less than 34 Rupees a month; and, to oblige Captain Syme, and being desirous to expedite the finishing of the Sebundy buildings, I agreed to do so, but most positively never undertook to be responsible for any failure on the part of the contractor—nor will it perhaps be supposed, that I ever contemplated any responsibility regarding a man viewed with the greatest distrust both by Captain Syme and myself.

I attended the work daily and used my utmost endeavours to have it done well, but found the contractor perfectly unmanageable (and acquainted Captain Syme of the fact), the contractor laughed with contempt at the contract agreement, saying such papers were only a matter of form, and he knowing that the paper was not signed by the security might well say so; indeed, as observed in para. 2 of Minutes of Consultation of 15th July 1858, the deed of contract was illegal and not according to orders of Chief Engineer furnished to the Department.

In the contract paper I believe it was entered that the work was to be paid for according to measurement, and Captain Syme told me I should have a Writer from Lieutenant Burn's office and a Maistry Overseer to look after the measurement as I do not profess to understand it—the Writer was taken away in less than a month and the Maistry had Talook work to attend to, so I was left almost without any assistance, and as before mentioned, Captain Syme could not find time to come out and see the work himself, although I asked him to do so.

Moreover I may mention that, at the very commencement, of the 328 Rupees expended by Maistry Veerasawmy, only about 120 Rupees worth of materials were forthcoming, the remainder said to be destroyed by rain, (the witnesses to this fact are Lieutenant Burn's Writer and Overseer J. Iyapah), the contractor bore this loss. I only mention it to show that it interfered with advances strictly according to measurement, if there had been any person present to take the measurement.

5. As it is desirable that Government should know every thing regarding these buildings, I beg to add that the buildings are not now being constructed according to the plan and estimate.

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The plan was, walls..... 18 feet high,
Pillars 9½ feet high,
do. 1½ feet square,
The Verandah being... 11 feet,
Distance between pillars... 11 feet.

dimensions were considered impracticable by the contractor without cross supports, and in estimate (and supposed to cost 300 Rupees), and I mentioned the circumstance to Syme—but nothing was done.

The work as now being done is walls... 16 feet high,
Pillars..... 9 feet high,
do. 2 feet square.

I mention this to shew that the original plan may have been considered more difficult, practicable; for although the pillars of Barrack building were destroyed, and the wall rain; the wall and pillars of Hospital building were entire, and no weight ever been injure them; yet it was considered necessary to reduce the height of the walls and in all the pillars of 1½ feet and build broader ones of 2 feet square.

much regret that it has fallen on me to mention the names of others in this my explanation I trust the Government may view as satisfactorily exonerating me from blame, for as heavy as would be the loss, if I had incurred it, I feel much more the circumstance having been brought to the notice of Government as culpably neglectful.

ORDER THEREON, No. 123; dated 29th January 1859.

communicated to the Public Works Department, with reference to Extract Minutes in that Department, dated 24th November last, No. 2510.

(Signed) T. PYCROFT,
Chief Secretary.

N^o. 123.

At To be communicated to the
W Public Works Department
W with reference to Ex: Mins: Cons:
in that Dept. dated 24th Novem-
ber last N^o. 2510.

W J. B. George
29 January 1859

To the C. W. Depart^{mt}
Agent in Charge

Dep^t - 25th

1859

Recd 15 January 1859.

Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above named matter. I am sorry to hear that you are not satisfied with the result of the investigation. I have, however, no objection to your making such use of the facts as you may think proper.

Yours truly,
J. M. Smith