

M.R.O. 1—30,000—16-10-21.

MADRAS RECORD OFFICE.

Government of Madras.

Judicial DEPARTMENT.

G.O. No. 1373 Press ~~Mis.~~

208-209

Dated 25-8-1863 ~~19~~ .

8/9

Not to be folded or roughly handled

Proceedings of the Madras Government, Judicial Department,
25th August 1863.

No. 208. Read the following Proceedings of Government in the Public Works Department, dated 12th August 1863, No. 2,268.

Communicating a letter from the Superintending Engineer, 5th Division, together with its enclosure, regarding the cause of the delay in the construction of the upper story of the Salem Jail. } (Vide Proceedings Public Works Department, dated 12th August 1863, Nos. 222 & 223.)

No. 209. ORDER THEREON, 25th August 1863, No. 1,373.

The Superintending Engineer should be directed to submit a quarterly report on the progress of the work above referred to. He should also be called upon to state whether without infringing the terms of the contract which should be scrupulously adhered to, it cannot be arranged that one block of the upper story shall be completed first and then another so that some additional accommodation may be provided as soon as possible.

(Signed) A. J. ARBUTHNOT,
Chief Secretary.

Exd. T. McMoobry.

Proceedings of the Madras Government, Public Works Department, 12th August 1863.

No. 222. Read the following letter from Lieutenant-Colonel H. W. HITCHINS, R. E., Superintending Engineer 5th Division, to Colonel W. I. BIRDWOOD, R. E., Secretary to Government, Department Public Works, dated Salem, 29th July 1863:—

Sir,

Enclosure 1. 1. The Government were pleased in their Order of the 10th June 1863, No. 1,481A, to direct me to inspect the Salem Jail and to report the cause of delay in the construction of the upper stories to the blocks of cells, and in obedience thereto, I beg to state that I have most carefully examined the work that has been performed by Captain Gahagan, and enquired into all the steps taken by him since he was instructed to place himself in communication with the Inspector General of Jails, to give effect to the orders of Government regarding the construction of the upper story of the Salem Jail, and to report as follows.

2. Immediately after Captain Gahagan's conference with the Inspector General of Jails at the end of December last, he prepared Plans and Estimates which were sufficiently advanced by the middle of January to enable him to invite tenders for the execution of the proposed work on contract, and on the 3rd of February he forwarded the Plan and Estimate to Mr. Rohde, and the specification to the Deputy Chief Engineer with his recommendation that the contract should be given to Arunachellam Achary of Salem, as his tender was not only 4 per cent. below Captain Gahagan's, Estimate, but that he was well acquainted with Arunachellam Achary who had successfully completed, on previous occasions, some petty contracts that had been entrusted to him. Captain Gahagan received no reply to this communication till the 6th of March from the Central Office, where alone the contract could be confirmed, and thus a month of the most valuable part of the working season was lost.

3. Within three days of the receipt of the Deputy Chief Engineer's approval and acceptance of Arunachellam Achary's tender, a formal agreement was entered into and signed by the Contractor. The Government desired me to inform them, when submitting my report on the Salem Jail, whether the contract was formally confirmed and accepted; it will be observed that ample time was expended in the Central Office for the scrutiny of the specification and tender, and the late Colonel Ouchterlony in conveying his sanction, stated that Captain Gahagan had appeared to have thoroughly protected the interests of Government in the matter of this contract.

4. It is necessary now for me to bring to the notice of Government that every information was furnished in the specification as to the time it would take to complete the upper story of the Jail, and no exception having been taken thereto by the confirming authority, it never occurred to Captain Gahagan that the Government considered two years any thing but a reasonable time for the completion of the work.

5. I have now to consider the other point referred to by Government, as to whether arrangements could not be made to expedite the completion of the work, and I beg to state that unless all the conditions of the contract are violated, I do not see how it could be effected.

6. Had Captain Gahagan felt himself authorized in setting aside existing orders of Government as to the use of country wood whenever practicable, and the injunctions of the Inspector General of Jails that Vengay should be used, and had he contented himself with making use of common country bricks, when in every cart load delivered on the works, nearly one-half are broken into pieces, it is very possible that the works in question could have been executed in little more than half the time now stipulated for, but as a contract has been entered into with a respectable merchant for the supply of Vengay-wood, which unfortunately arrives here in a very unseasoned state, and as it requires to be kept some little time before being used, I do not think it is possible to reduce the time granted for the execution of the work by more than three or four months.

7. The iron doors for the cells are being made up at the Arsenal at Madras, the corrugated iron for the roof of the verandahs have been ordered out from England, the Inspector General of Jails has requested that the Contractor shall make use of the Convicts in moulding his bricks, and in short there are so many conditions imposed on an Engineer Officer, when planning and

Proceedings of the Madras Government, Public Works Department, 12th August 1863.

estimating for a Jail of any magnitude, that he is any thing but a free agent. It affords me the greatest satisfaction to state, but it is only an act of justice, that a more zealous, indefatigable Officer than Captain Gahagan cannot, in my opinion, be found in the Department of Public Works, and I am certain that he will use his utmost endeavors to push on the works with all possible despatch.

3. A copy of the Contract is herewith forwarded.

No. 223. ORDER THEREON, 12th August 1863, No. 2,268.

Communicated to the Judicial Department, with reference to Proceedings of that Department No. 1,002, dated 25th June 1863, paragraph 7.

(True Extract.)

Colonel, R. E.,
Secretary to Government.

To the Judicial Department. *Original Contract.*

Exd. S. T. Augustin.

No. 11 of 1862.63

(1)

Indenture of Agreement entered into between Arunachala Achari of the first part, and Captain Theodore Emilius Gahagan, District Engineer, Salem, of the second part.

Whereas, by a tender dated 4th February 1863, and endorsed upon a certain specification of works and conditions attached to the performance of the same, issued by the said District Engineer of Salem, and numbered 11 of 1862.63, and dated 27th January 1863, and which said specification, with the tender and endorsement thereon, is hereunto attached, the said Arunachala Achari offered to do and perform all the works and under the conditions set out in the said specification, and whereas such offer or tender was and is, by a further endorsement on the said specification, accepted by the said District Engineer of Salem, and whereas the said Arunachala Achari has agreed and made over to the District Engineer of Salem for the time being the title deed of a bungalow, the property of the said Arunachala Achari, situated in the town of Salem, and at the date of the agreement occupied by the Honorable David Arbuthnott and rented by the said Captain Theodore Emilius Gahagan at the sum of Government Rupees four thousand or more, as an additional security for the due fulfilment of his contract by the said Arunachala Achari.

Now this Indenture witnesseth that in consideration of the sum and sums specified to be paid to the said Arunachala Achari by the said Captain Theodore Emilius Gahagan or by the District Engineer of Salem for

for the time being, as set forth in the aforesaid tender and engagement, dated 11th February 1863, the said Arunachala Achari hereby contracts and engages to execute all the works recapitulated in the said specification dated 27th January 1863, and records attached, and to be bound by and to observe all the conditions attached to the performance of the same, receiving payment for such works subject to the conditions aforesaid according to the rates specified in the said tender dated 11th February 1863, and that the said Arunachala Achari agrees to be bound and hereby binds himself to the said Captain Theodore Emilius Gahagan, or to the District Engr of Salem for the time being, in the sum of ~~Rupees~~ (Star Pagodas) Rupees four thousand for the due performance by him, the said Arunachala Achari, of the works set out in the said specification, dated 27th January 1863, within the period of two years from the date of this agreement, and that the sum of Rupees four thousand shall be forfeited and paid by him to the said Captain Theodore Emilius Gahagan, or to the District Engineer of Salem for the time being, in addition to, and besides, the percentage specified in para 18 of the specification aforesaid numbered 11 of 1862-63 and dated 27th January, 1863, in the event of the works above stated not being completed in accordance with all the terms and conditions of the said specification dated 27th January 1863 and within the prescribed term of two years from the date of the agreement.

In witness

In witness whereof the parties have hereunto set their hands and seals at Salem on this 12th day of March A.D. 1863

Signed, sealed & delivered by the said Captain Theodore Emilius Gahagan in the presence of

witness

(Signed) A Chidumbara Mudaliar

(Signed) A Ruthnaswamy Mudaliar

Sd by Contractor (Signed) Arunachala Achari

Witness

(Signed) Illegible

(do) A Shanmuga Mudaliar

True copy

T. E. Gahagan
Captain
District Engineer
Salem

District Engineer's Office
Salem 27th June 1863

Written & compared by
A Ruthnaswamy Mudaliar

Fifth Division D.P.W.

Salem District

Enclosure in a letter No 4129

the 27th June 63

From

The District Engineer

Salem

To The Superintending Engr.

the 5th Division D.P.W.

Bangalore

Dated 27th June 1863

Received

7697 2 8 0 /4

Contract No 11 of 1862-63

Construction of an inspector

Sheep & Cattle Pound at Salem

Amt Estimated

Rs. as Augt 63 Rs. 1774

Rs. 1793

Judicial Department

PROCEEDINGS of the MADRAS GOVERNMENT.

Read the following Proceedings of Government in the Public Works Department

Fort St. George 12th August 1873

Extract Clause 25th August 1873 No. 1373

The Superintending Engineer should be directed to submit a Quarterly Report on the progress of the Works above referred to — also should also be called upon to state whether anything connected with the control of Electricity is considered to be necessary that one block of the Uppiliam should be completed first and then another so that some additional accommodation may be provided as soon as

Respectable

Ex
The Depot Sub: Works
on Transport Send: of 6 cold
water Cocks p/ S.O. No 2262 } dated 26
Inv.D. }

Lett. Rect. 17 Dec.

Revenue 186 3. Department.

No. 1573

PROCEEDINGS OF GOVERNMENT,

Dated 23 Dec 1863

Rec'd 24 Dec

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