M.R.O. 1—82 600—23-11-90

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Com. 11.3.57

G.O. No. 1568 Press Mis.

87.88

Dated 11 — 8 — 18 87

Not to be folded or roughly handled

23.7.37

Fort Saint George, Public Works Consultation of 11th August 1857.

No. 87. Read the following letter from Colonel C. E. FABER, Chief Engineer; to H. FORBES, Esq., Acting Secretary to Government, dated 20th July 1857, No. 2154.

SIR,

In continuation of my letter No. 7529, dated 24th October 1856, I have the honor to state that copies of the orders of Government conveyed in Extract Minutes Consultation No. 2228 of the 28th of November 1856, were furnished with Extract from Proceedings No. 8615, of the 4th December 1856, to the Collector and District Engineer of Cuddapah, and to the Chief Engineer Mysore, for communication to Mr. Addis.

2. In a letter No. 771, dated 12th December 1856, the District Engineer of Cuddapah gives Rupees (13,720) thirteen thousand seven hundred and twenty, as the total amount of money advanced by Mr. Addis for Trunk road No. 11 from the estimates G. and H. viz.

Advanced to Contractor David	Rupees...	4,730
Do. to 6 new Contractors	,,	8,600
Tramways for Bridges	,,	390
Total Rupees...		13,720

but instead of supporting the statement made in para. 14 of his letter No. 324, dated 27th June 1856; that if the bridges were sanctioned, the advances might be worked out without incurring any loss, as the Contractors were willing to supply material, Lieutenant Hemery states, that he believes the sum of Rupees (4,980) four thousand nine hundred and eighty, never can be replaced viz., Rupees (4,730) four thousand seven hundred and thirty advanced to Contractor David, and Rupees (250) two hundred and fifty advanced for Tramways, and further that from the remaining sum of Rupees (8,740) eight thousand seven hundred and forty, Rupees (8,600) eight thousand and six hundred, may perhaps be worked out by the new Contractors, when the bridges are built; the balance of Rupees (140) one hundred and forty, is accounted for in timber to the value of about Rupees (50) fifty, at Culcudda, and in wood to the value of about Rupees (90) ninety, used for the bungalow at that place.

3. Lieutenant Hemery with his letter furnished a statement (A) showing the expenditure on estimates G. and H. and the advances made from these estimates, and the estimate B the difference between the sanctioned amount, and expenditure as per Bills being Rupees (15,396-12-2) fifteen thousand three hundred and ninety-six, annas twelve, and pice two, or Rupees (184-3-10) one hundred and eighty-four, annas three, and pice ten, less than Rupees (15,581*) fifteen thousand five hundred and eighty-one, given as the amount of advances, and this account Lieutenant Hemery remarks appears to be very correct, as the value of some wood intended for tramways, and actually used in building the Calcudda bungalow, should have been shown as expenditure, instead of being included in the advances.

* On estimates G and H Rs, 13,720.
Do. B ,, 1861.
Rupees 15,581.

4. With reference to the sum of Rupees (4,730) four thousand seven hundred and thirty, one of the sums mentioned as not likely to be recovered, Lieutenant Hemery makes no allusion to the circumstance of burnt bricks having been actually supplied to the value of Rupees (3,287-8) three thousand two hundred and eighty-seven, and annas eight, but merely remarks in concluding his letter that "If contractor David had repaid the sum of Rupees 1,442-8 as stated by Mr. "Addis, that amount should still be available, instead of which there is not a Rupee remaining "on G. and H. estimates, either in Mr. George's hands, or in the Collectors Treasury."

5. The apparent discrepancy in the statements made in his letters of the 27th June, and 12th December 1856, was pointed out to Lieutenant Hemery in Extract from Proceedings No. 1150, dated 12th June 1857, and that Officer in his reply* observes, that the remarks made in his letter of the 27th June, referred solely to the sum of Rupees (8,600) eight thousand and six hundred advanced by Mr. Addis to Contractors in March 1856, a few days before he left the Cuddapah District, and that that advance is now being worked out gradually, by means of the sum of Rupees (13,300) thirteen thousand and three hundred, placed at his disposal by Government on the 28th November 1856.

* No 324 dated 19th June 1857.

6. Lieutenant Hemery in this letter states the circumstances under which Mr. Addis left Mudnapilly, without coming to any satisfactory explanation respecting the accounts of Trunk road No. 11, and observes, that on his asking Mr. Addis to proceed to Royachoty, to which place the Records of his late Office had been sent, that Gentleman said it was no use his going as "he knew nothing whatever about his accounts, and that he could explain nothing regarding them."

7. Lieutenant Hemery, having rejected the bricks to the value of Rupees (3,287-8) three thousand, two hundred, and eighty-seven, and annas eight, supplied by the Contractor David, as infamously bad, and there being no document on record to prove that the sum of Rupees (1,412-8) one thousand four hundred, and forty-two, and annas eight, was refunded by the contractor, advances a claim against Mr. Addis, for the amount of Rupees (4,730) four thousand seven hundred, and thirty, and for Rupees (250) two hundred and fifty, a portion of the advance on account of tramways for bridges, making a total of Rupees (4,980) four thousand nine hundred and eighty.

8. A copy of Lieutenant Hemery's letter has been forwarded for any remarks Mr. Addis, may have to offer, but to continue longer the correspondence on this subject, is evidently a waste of time, and not likely to lead to any satisfactory result. I am therefore of opinion, either that Mr. Addis, should be called upon to make good the deficiency, or that Government should authorize the sum of Rupees (4,980) four thousand nine hundred, and eighty, to be written off in the accounts of Trunk road No. 11, to the head "Profit and Loss."

9. The former course is the one I would advocate, for though the amount is a large one for Mr. Addis, to refund, it will be a useful lesson to him, by teaching him the necessity of exercising greater prudence, and more careful supervision in the conduct of the important works with which he is now entrusted as an Executive Officer in the Mysore D. P. W.

No. 88. ORDER THEREON, No. 1538; dated 11th August 1857.

In Extract from the Minutes of Consultation of the 28th November last, No. 2228, the Government had under consideration a correspondence submitted by the Chief Engineer on the subject of certain contracts for the supply of materials on Trunk road No. 11, made by Mr. Addis, late Assistant Superintendent of roads, and now an Executive Officer in the Public Works Department in Mysore. The points adverted to in the correspondence laid before Government related to the following Proceedings on the part of Mr. Addis.

1st. Advancing funds out of estimates for the construction of the road, for the supply of materials to masonry works not sanctioned.

2nd. Adjusting the accounts of the contractor, David, without an examination of the bricks supplied, the bad quality of which had been brought to his notice; and giving advances to other contractors, without taking adequate security.

3rd. Regarding a balance of Rupees 1,412 due by contractor David, which Mr. Addis stated had been made good to the Department, but which Lieutenant Hemery reported was not so shown in the accounts.

2. As it was stated that further information had been called for from the Civil Engineer on the last point, the Government observed that they would await its receipt, and would then record their views on the entire case. That information having been furnished in the Chief Engineer's present letter, the Government will now proceed to state their sentiments on Mr. Addis' proceedings in the instances above noticed.

3. After an attentive perusal of the correspondence which has been laid before them, the Government must remark that Mr. Addis' proceeding in making advances for works not sanctioned, out of sums designed for other objects, was highly irregular. They consider him also to have neglected the interests of Government, in not inspecting the bricks supplied by contractor David, before adjusting his accounts, and releasing his securities, especially as he was fully aware, as his Memo. to Assistant Overseer Howell, dated so far back as September 1855, shows,

that the contractor was not fulfilling the terms of his contract. They are further of opinion that Mr. Addis' proceeding in making subsequent advances to other contractors, to the extent of Rupees 8,600, for the greater portion of which he took no security, was likewise highly blameable.

4. It appears that out of the sum of Rupees 13,720* advanced by Mr. Addis from estimates G. and H, Rupees 4,980 are irrecoverable, viz. Rupees 4,730 advanced to contractor David, and Rupees 250 advanced for Tramways. Out of the remainder, Rupees 8,600 are now being gradually worked out by the new contractors; and the balance of Rupees 140 is accounted for in timber, either used or remaining in hand.

* Advanced to contractor David	Rs. 4,730
Do. to six new contractors	8,600
Do. for Tramways for bridges	390
Total	13,720

5. With regard to the bricks supplied by the contractor David, amounting in value to Rupees 3,287-8, Lieutenant Hemery states that they were rejected by him as wholly unsuited for building purposes; and his view of the quality of those bricks is supported by Mr. George in his report dated 15th May 1856. As regards the balance of Rupees 1,412-8, due by the contractor, and which Mr. Addis states was repaid by him, Lieutenant Hemery reports that there is no document on record to prove that the refund was made, as alleged.

6. Under these circumstances, and with a view to mark his sense of the great irregularity, and disregard of the interests of Government, which have characterized Mr. Addis' late proceedings in connection with Trunk road No. 11, the Right Honorable the Governor in Council resolves, as recommended by the Chief Engineer, to hold Mr. Addis responsible for the entire advance to contractor David, as well as for the unaccounted portion of the advance for Tramways, amounting together to Rupees (4,980)† four thousand, nine hundred, and eighty. Colonel Faber will be pleased to forward a copy of this Resolution to the Chief Engineer of Mysore, with a request that he will be good enough to communicate the same to Mr. Addis, and state by what instalments he would recommend that the amount should be recovered from that gentleman.

† Advance to contractor David	Rs. 4,730
Portion of advance for Tramways	250
Total	4,980

7. The Chief Engineer will circulate a copy of this order to all the Officers of his Department.

(Signed) H. FORBES,
Acting Secretary to Government.

Central Office of C. Works.
Fort Saint George,
20th July 1857.

No. 2154

From,
The Chief Engineer;

To,
The Secretary to Government G. M. D.

Sir,

In continuation of my letter No. 7529, dated 24th October 1856, I have the honor to state that copies of the orders of Government conveyed in Extract of Minutes Consultation No. 2228, of the 28th of November 1856, were furnished with Extract from Proceedings No. 8615, of the 4th December 1856, to the Collector and District Engineer of Cuddapah, and to the Chief Engineer Mysore, for communication to Mr. Addis.

2 In a letter No. 771, dated 12th December 1856, the District Engineer of Cuddapah gives Rupees (13723) Thirteen Thousand Seven hundred and twenty, as the total amount of money advanced by Mr. Addis for Trunk Road No. 11, from the Estimates G. and H. viz:

Advanced

Advanced to Contractor David ... Rupees 4,730—

Do. to the New Contractors ... " 8,630—

Tramways for Bridges ... " 390—

Total Rupees 13,720—

at the close of September the Statement made in para 4th of his letter No 324 dated 27th June 1836, that of the Bridges were sanctioned, the advances might be worked out without excess very less as the Contractors were willing to supply materials Lieutenant Emery states, that he believes the sum of Rupees 4,730 four thousand three hundred and eighty never can be replaced with Rupees 4,730 four thousand seven hundred and thirty advanced to Contractor David and Rupees 250 Two hundred and fifty advanced for Tramways, are to be taken from the remaining sum of Rupees 8,740 Eight thousand seven hundred and forty, Rupees 8,630 Eight thousand, and six hundred, may perhaps be worked out by the new Contractors, when the Bridges are built; the balance of Rupees (110) one hundred and forty is accounted for in timber to the value of about Rupees (30) fifty, at Cuicudda, and in wood to the value of about Rupees (80) Eighty, sold for the Bungalow at that place—

5 Lieutenant Emery, with his letter enclosed

a Statement (A-1) showing the expenditure on Estimates G and H, and the advances made from these Estimates, and the Estimate B, the difference between the Sanctioned Amount and expenditure, as per Bills, being Rupees (15,396-12-2) fifteen thousand three hundred and Ninety Six Annas twelve, and Pice two, or Rupees (184-3-10) one hundred and eighty four, Annas three, and Pice ten, less than Rupees (15,581) fifteen thousand five hundred and eighty one, given as the Amount of advances, and this account Lieutenant Emery remarks appears to be very correct, as the value of some wood intended

* on Estimate G & H Rs. 13,720.
— Do. — B — 1851.
Rs. 15581.

for tramways, and actually used in building the Cuicudda bungalow, should have been shown as expenditure, instead of being included in the advances.—

5. With reference to the sum of Rupees (4,730) four thousand seven hundred and thirty, one of the sums mentioned as not likely to be recovered, Lieutenant Emery makes no allusion to the circumstance of burnt bricks having been actually supplied to the value of Rupees (3,287-8) Three thousand two hundred and eighty seven, 4 Annas eight, but merely remarks in concluding his letter that "If Contractor David had repaid the sum of Rs. 1442-8—

as

"as stated by Mr. Addis, that amount should still be
"available, instead of which there is not a Rupee remaining
"on G & H Estimates, either in Engr. Georges Hands, or in the
"Collectors Treasury."

5 The apparent discrepancy in the statements made in his letters of the 27th June, and 12th December 1856, was pointed out to Lieutenant Emery in Extract from Proceedings No. 1130, dated 12th June 1857, and that Officer in his reply, observes, that the remarks made in his letter of the 27th June, referred solely to the sum of Rupees (6,000) Six thousand and six hundred, advanced by Mr. Addis to Contractors in March 1856, a few days before he left the Guddapah District, and that that advance is now being worked out gradually, by means of the sum of Rupees (13,393) thirteen thousand and three hundred, placed at his disposal by Government on the 28th November 1856.

* No. 1224 dt. 27th June 1857.

6 Lieutenant Emery in his letter states the circumstances under which Mr. Addis left Cuddapah, without coming to any satisfactory explanation respecting the accounts of Ensign Chas. Mills, and observes, that on his asking Mr. Addis to proceed to Cuddapah, to which place the Records of his late Office had been sent, that Gentleman said it was no use his going as "he knew "nothing whatever about his accounts, and that he could "explain nothing regarding them."

7 Lieutenant Emery having rejected the bricks to the value of Rupees (3,287-8-) Three thousand two hundred and eighty Seven and Annas eight, supplied by the Contractor David, as infamously bad, and there being no document on Record to prove that the sum of Rupees (1442-8-) one thousand four hundred and forty two, and Annas eight, was Refunded by the Contractor, advanced a claim against Mr. Addis for the amount of Rupees (1,730) four thousand seven hundred and thirty, and for Rupees (250) Two hundred and fifty, a portion of the advance on account of tramways for bridges, making a total of Rupees (2,980) four thousand Nine hundred and eighty.

8 A copy of Lieutenant Emery's letter has been forwarded for any remarks Mr. Addis may have to offer, but to continue longer the correspondence on this subject, is evidently a waste of time, and not likely to lead to any satisfactory result. I am therefore

of

of opinion, either that Mr. Liddle should be called upon to make good the deficiency, or that Government should authorize the Remod Capn. of 1,980 four hundred Nine hundred and eighty, to six million pounds on the account of Punch Road No. 11. to the head "Cash and Cash".

9 The former course is the one I would advise, for the the amount is so large one for Mr. Liddle to defend, it will be a useful lesson to him, for teaching him the necessity of accurate pecuniary transactions and expenses on the road, & to impress upon him with which he is now entrusted as an Engineer Officer in the Service of Government.

Central Office of W.P.

Fort Saint George

20th July 1837

I have the honor to be,
Sir
Your most obedient
Humble Servant
Chief Engineer.

To,
W. Morris Esq.
The Secretary to Government
Fort William

No 1558

Extract from the Minutes of Council dated the 11th August 1857.

Read the following letter from the Chief Engineer.

(Received 20th July 1857 No 2154)

Ordered that the Minutes of Council of the 28th November last No 2228, Title Government Land Commissioners: Actions or Correspondence submitted by the Chief Engineer on the subject of certain contracts for the supply of materials on Crown Lands No II, moved by the Hon. Holmes, late Assistant Surveyor: Minutes of Council, and numerous Specifications &c. in the Public Works Department in Mysore. The Journals referred to in the Correspondence laid before

Secretary

Cons 2 December 50 No 32-33

Public Works 1857 Department
Consl 11th Augt No 1166

From The Chief Engineer

To The Secretary to Government
C. P. D.

Dated 30th July 1857
Received 21st

No 2154

Enclosures

1 Ltr No 1558. 11th August

Suggesting that the money advanced to Lt. Addie on account of Crown Lands No II may be either recovered from him or written off to Profit & Loss

1857

Ch Hog 1860

Government related to the following proceedings on the part of Mr Adelis.

1st Advancing funds out of estimates for the construction of the road, for the supply of materials to necessary works not sanctioned.

2nd Adjusting the accounts of the contractor, Daniels, without an examination of the bricks supplied by the local quality of which had been brought to their notice, and in giving advances to other contractors, without taking adequate security.

3rd Recording a balance of Rs 1442 due by Contractor Daniels, which Mr Adelis stated had been made good to the Department, but no credit to Government, for which was not to be shown in the accounts.

As it was stated that further information had been called for from the Civil Engineer on the 2nd to enable the Govt

Government observed that they would await its receipt, and would then record their views on the entire case. That information having been furnished in the Chief Engineers present letter, the Government will now proceed to state their sentiments on Mr Adelis' proceedings in the instances above noticed.

2nd After an attentive perusal of the correspondence which has been laid before them, the Government must remark that Mr Adelis' proceeding in making advances for works not sanctioned, out of sums designed for other objects, was highly irregular. They consider him also to have neglected the interests of Government, in not inspecting the bricks supplied by

in Contractor David, before adjusting his accounts, and releasing his Securities, — especially as he was fully aware, as his Memo: to Assist^t Overseer Donelly, dated 6th of June last as late as September 1855, shows that the Contractor was not fulfilling the terms of his contract. They are further of opinion that the Subsidies proceeding on making Bricks amounting to Rupees 5,000, for the greater portion of which the Tools & no Security, were likewise highly blameable.

4 It appears that out of the Sum of Rupees 13,720 advanced by Mr Addis from Estimate C & H, Rupees 4,980 are irrecoverable, viz^t

Rupees 4,730 advanced to Contractor David, and Rupees 250 advanced for Tramways. Out of the remainder, Rs. 8,600 are now being gradually worked out by the new Contractors; and the balance of Rupees 120 is accounted for in timber, either used or remaining in hand.

5 With regard to the Bricks supplied by the Contractor David, amounting in value to Rupees 3,287-8-0, Lieutenant Tennery states that they were rejected by him as wholly unsuited for building purposes; and his view of the quality of those Bricks is supported by Mr George in his report dated 15th May 1856 As regards the balance of Rupees 1,442-8, due by the Contractor, and

Rs.
* Advanced to Contractor David 4,730.
As to Sep. new Contractors — 8,600.
As for Tramways for bridges — 390.
13,720.

and which Mr. Soldin states was refused by him, Cantt. Emery reports that there is no document on record to prove that the refund was made, as alleged.

I Under these circumstances, and with a view to mark his sense of the great irregularity and disregard of the interests of Government, which seems characterized Mr. Soldin's late proceedings in connection with Ernest Goad Esq.re, the Right Honorable the Governor in Council resolves, as recommended by the Chief Engineer, to hold Mr. Soldin responsible for the entire advance to Contractor David, as well as for the unaccounted-for portion of the advance for tramways,

* Advance to Contractor David ... Rs. 4730.
Portion of advance for tramways .. 250.
4980.

tramways, amounting together to Rupees (4980) four thousand nine hundred and eighty. Colonel Faber will be pleased to forward a copy of this Resolution to the Chief Engineer of Mysore, with a request that he will be good enough to communicate the same to Mr. Soldin, and state by what instalments he would recommend that the amount should be recovered from that Gentleman.

The Chief Engineer will circulate a copy of this order to all the officers of his Department.

By Order

157 Copies to the Chief Engr.
Offr. 12"

L 2. Dec 56 No 52. 38.

Ceded March 1857 a Grant
Cert. 11th August

1558.

Extract Clerk of Cert.
dat 11th August 58.

Ch. Chief Engr. recd & ackd Instrs
from S. C. Beck
from Mr Ellis 27 Aug. 58 No 2228
Ans 12 Sept

Acquainting he had set out
Saddle back & Blackhall Ridge
Boundaries, and was now on
Examination appeared that Public
Roads Reserved not Sufficient
& suitable for the Carriage
of Coals &c. Instructing him
to Examine & Report
Quantity of Land
Improved Value &c.
Mentioning the Names of the
Proprietors Leases &
Tenants &c. &c. &c.

1557 - 58

From the Chief Engr 28th
Dec 58 C No 2226 & Encls 2 in
152 - 1153.
Trans the 29th Chief Engr
of 11 Dec 58 No 3900 Encl
as 1.