

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Cons. 13-2-57

G.O. No. <i>1575</i>	Press Mis.
Dated <i>12-2-57</i>	1857.

Not to be folded or roughly handled

Fort Saint George, Public Works Consultation of 18th August 1857.

No. 8. Read the following letter from Colonel C. E. FABER, Chief Engineer; to H. FORBES, Esq., Acting Secretary to Government, dated 18th July 1857, No. 2105.

SIR,

I have the honor to bring to the notice of Government that the travelling allowance claimed by Mr. E. E. Merrill, Civil Engineer, in charge of the Bezoarah workshop in the Masulipatam District, was considered by this office as inadmissible, and accordingly the Bills for the months of January, February, and March last, were returned to the District Engineer Kistnah Division, from whom they were received. He was at the same time informed that Mr. Merrill was not entitled to any travelling allowance as the Inspection list of those months shewed that he was employed only at his fixed station, Bezoarah, while the Rules required that to entitle an Officer to this allowance, he should have travelled at least 5 miles a day from his fixed station.

2. Captain Orr has re-submitted the Bills in question with a letter of explanation from Mr. Merrill, in which he endeavours to establish a claim for this allowance upon the Articles of agreement entered into between himself and the Honorable Court, and also on the ground that he had previous to January last, drawn Tentage at 3 Rupees a day. I do not myself think that Mr. Merrill, has established a claim for travelling allowance, but before submitting his case to the Government, for its orders I considered it proper to obtain the opinion of the Civil Auditor on the subject. I beg to submit Mr. Lushington's reply to my reference. He says Mr. Merrill's claim cannot be rejected without in some measure violating the conditions of the Covenant which appears to have been entered into with him by the Honorable Court of Directors, but that the claim can only be admitted under the decision of Government. This decision I would consider to have been already made by the Government in Extract Minutes of Consultation of the 1st Instant, No. 1278, in which the Government refused to adopt my suggestion that Officers in charge of particular works should be permitted to draw travelling allowance during the whole time of their stay on the spot. As however the Government may be disposed to consider Mr. Merrill's case as special, and I do think it is deserving of favorable consideration from the fact that he had previous to January last, drawn Tentage, which by the new Rules he is deprived of, and as he has not benefited in respect of emoluments by the new arrangements. I beg to recommend Mr. Merrill's claim for the special consideration of Government.

No. 9. ORDER THEREON, No. 1575; dated 12th August 1857.

1. The Chief Engineer submits a letter from the District Engineer of the Kistnah Division, enclosing one to his address from Mr. Merrill, Covenanted Civil Engineer in charge of the Bezoarah work-shop, claiming travelling allowance for the months of January, February, and March last, although he did not quit his station during that period.

2. Mr. Merrill bases his claim to travelling allowance on two grounds; first on the articles of his agreement with the Honorable Court, and secondly, on the terms in which the grant of tentage to Covenanted Civil Engineers was recommended by the late Board of Public Works, and sanctioned by Government. The Civil Auditor, to whom the Chief Engineer referred the claim, considers that it cannot be rejected without in some degree violating the conditions of the Covenant; and Colonel Faber, while regarding the claim as inadmissible, recommends it, as a special case, for the favorable consideration of Government.

3. In support of the first ground, Mr. Merrill urges that his Covenant engaged that he should be provided with the means of conveyance when employed in his professional duties; and he states that he was informed that he would thus be relieved from the necessity of ever proceeding to his business on foot, and that he considers that the allowance was given to defray the expenses of keeping a suitable conveyance to enable him to proceed to business at all times.

4. The Government cannot admit that this is the meaning of the clause of the Covenant which Mr. Merrill has quoted. It says, that the said Company, or their Government in India, "shall make such allowance as they may deem adequate for his travelling expenses;" and this, the Government are of opinion, refers to real and bonâ fide travelling, and not, as Mr. Merrill imagines, to the expenses of a conveyance to take him from his house to his office. The Covenant therefore has nothing to do with the settlement of the claim under reference.

Fort Saint George, Public Works Consultation of 18th August 1857.

5. The Honorable Court agreed to give Mr. Merrill a certain *salary*, and after his arrival in India, the *Government* sanctioned his being paid the same tentage as was drawn by all other Officers of the Department to which he was attached. Under orders framed by the Government of India, tentage was abolished, and certain rates of marching allowance were substituted, and they were made applicable to the Department generally. Tentage was formerly drawn whether Officers were stationary, or on the move; marching allowance is now given only for *bonâ fide* movements; and as Mr. Merrill fills a stationary office, it is clear that he is not entitled to travelling allowance.

6. The second ground on which Mr. Merrill urges his claim, is based on the terms of the late Board's recommendation for the grant of tentage to the Covenanted Civil Engineers. "These allowances," the Board state in their letter of the 19th April 1855, "are in accordance with the agreements of the Civil Engineers with the Court of Directors, and therefore do not require the sanction of the Government of India; adding however that *they will not be drawn till the parties are qualified for detached employment.*" The Government are not prepared to admit that these words bear the interpretation which Mr. Merrill has placed on them. Tentage was obviously intended to be considered as a marching allowance, (to which Mr. Merrill was entitled under his Covenant) by the limitation of its grant to the time when Officers *were qualified for detached duty.* So long as they could only serve at the head station, they were not to have it; and it was not therefore given as an allowance to enable Mr. Merrill to keep a conveyance, but to reimburse him for keeping up a marching establishment.

7. If this claim to marching allowance be admitted in the case of Mr. Merrill, it must also be admitted in favor of all the other Covenanted Civil Engineers and Overseers, so long as they may remain in the service, and they will thus be placed on a different footing from all the rest of the Department. The Government see no reason for establishing this distinction, either on the ground of the Covenant, or on the terms of the Board's recommendation for the grant of tentage; and they request that the Chief Engineer will inform Mr. Merrill accordingly.

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

3
Central Office of P.W.
Fort Saint George,
18th July 1857.

2105
From,
The Chief Engineer.
To,
The Secretary to Government,
Public Works Department,
Fort Saint George.

Have the honor to bring to the notice of Government that the Travelling Allowance claimed by Mr. E. E. Merrill, Civil Engineer, in charge of the Bezoorah Workshop in the Masulipatam District, was considered by this Office as inadmissible, and accordingly the Bills for the months of January, February, and March last, were returned to the District Engineer, District Division, from whom they were received. He was at the same time informed that Mr. Merrill was not entitled to any travelling allowance as the Inspection List of those months showed that he was employed only at his fixed Station, Bezoorah, while the Rules required that to entitle an Officer to this Allowance, he should have travelled at least 5 Miles a day from his fixed Station.

2. Captain Orr has submitted the Bills in question with a letter of explanation from Mr. Merrill, in which

which he endeavours to establish a Claim for this allowance upon the Articles of Agreement entered into between himself and the Honorable Court, and also and the ground that he had previous to January last, drawn Tentage at 3 Rupees a day. I do not myself think that Mr. Merrall has established a claim for Travelling Allowance, but before submitting his case to the Government, for its orders I considered it proper to obtain the opinion of the Court. Saddler on the subject. I had to submit Mr. Rushington's reply to my reference. He says Mr. Merrall's claim cannot be rejected without in some measure violating the conditions of the Covenant which appears to have been entered into with him by the Honorable Court of Directors, but that his claim can only be admitted under the decision of Government. This decision I would consider to have been already made by the Government in Extra Minutes of Consultation of the 1st Instant, N^o 1248, in which the Government refused to adopt my suggestion that Officers in charge of particular works should be permitted to draw Travelling allowance during the whole time of their stay on the spot. It is however the Government may be disposed to consider Mr. Merrall's case as special, and I do think it is deserving of favorable consideration from the fact that he had previous to January last, drawn Tentage, which by the new Rules he is deprived of, and as he has not benefited in respect of emoluments by the new arrangements. I am obliged to

recommend

5
recommend Mr. Merrall's claim for the special consideration of Government.

Central Office of P. M.
Fort Saint George,
18th July 1854

Have the honor to be,
Sir,
Your most obedient servant

W. P. Fisher Colonel
Chief Engineer.

Copied by P. P. Thiruvavala

P. P. Thiruvavala

Memorandum

The Government will be pleased to decide on this claim.

It is recommended by the Civil Auditor on the ground of Mr Merrall's claims under his covenants but I cannot see that the covenants have any thing to do with it. The Honorable Court agreed to give Mr. Merrall a certain salary, and after his arrival in India the Government sanctioned his being paid the same tentage as was drawn by all other Officers of the Department to which he was attached. Under orders framed by the Government of India,

tentage

27th Aug 1854 by J. C. P. & Co. 1854

Justice W. D. 1854. Attachment
Dated 18th August 1854

The Chief Secretary

to the Secretary

Government of India

Dated 18th July 1854

Enclosure 1st

18th Aug 1854

Recommendations for the Secretary
and Chief Secretary of Government
on the claim for travelling
allowance by Mr. Merrall and
concerns in charge of covenants
tentage, from January 1854.

22nd Aug 1854 by J. C. P. & Co. 1854

tentage was abolished, and certain rates of marching allowance were substituted, and they were made applicable to the Department generally. Tentage was drawn whether Officers were stationary, or on the move, marching allowance is given only for bona fide movements, and as Mr. Merrill fills a Stationary Office he considers himself hardly used to have been deprived of his tentage.

Mr. Merrill says that his covenant engaged that he should be provided with the means of conveyance when engaged in his professional duties, and he states that he was informed that he would thus be relieved from the necessity

9
necessity of ever proceeding to his business on foot, and, that he considers that the allowance was given to defray the expenses of keeping a suitable conveyance to enable him to proceed to business at all times.

This is hardly the meaning of the covenant - it says, "and shall make such allowance as they may deem adequate for his travelling expenses" and I think this referred to real and bonafide travelling, and not, as Mr. Merrill imagines, to the expense of a conveyance to take him from his house to his Office.

Mr. Merrill further
represents

represents that his claims should
be admitted from the terms
of the orders granting his tent
allowance. "These allowances
"are in accordance with the
"agreements of the Civil Engi-
"neers with the Court of
"Directors, and therefore do
"not require the sanction of
"the Government of India,
"they will not be drawn
"till the parties are qualified
"for detached employment."

But I think that the order
does not bear Mr. Merrall's
interpretation. Tentage was
obviously intended to be
considered as a marching
allowance, (to which Mr.
Merrall was entitled under
his covenant), by the
limitation.

11
limitation of its grant to
the time when Officers were
qualified for detached duty
as long as they could only
serve at the head station
they were not to have it.
and it was not therefore
given as an allowance
to enable Mr. Merrall
to keep a conveyance, but
to reimburse him for
keeping up a marching
Establishment.

If this claim be
admitted, it would seem
that Mr. Merrall and all
the other Covenanted Engineers
and Overseers must be granted
marching allowance for
^{per} ~~each~~, and be placed
on a different footing
from

from all the rest of the Okla-
pastment,

Ed

quite agree

H

M
6

No 1575.

P.H. 2.

15

Extract from the Minutes of Consultation

Under date the 12th August 1857.

Read the following
letter from the Chief Engineer.

(Then enter 15th July 1857. N 2105.)

The Chief Engineer
submits a letter from the District
Engineer of the Hindustan Division,
enclosing one to his address from
Mr. Merrill, Licensed Civil
Engineer in charge of the
Buzurrah workshop, claiming
travelling allowance for the
Months of January, February
and March last, although he
did not quit his station
during that period.

2. Mr. Merrill bases
his claim to travelling allowance
on two grounds; first on the
articles of his agreement with
the

15th July 1857 N 2105

the Honorable Court, and secondly
on the terms in which the
grant of tentage to Government
Civil Engineers was recommend-
ed by the late Board of Public
Works, and sanctioned by Govern-
ment. The Civil Auditor,
to whom the Chief Engineer
referred the claim, considers
that it cannot be rejected
without in some degree violating
the conditions of the covenant,
and Colonel Tuber, while
regarding the claim as in-
dubitable, recommends it,
as a special case, for the
favorable consideration of
Government.

3 In support of the
first ground, Mr. Mordaunt
urges that his covenant
engaged that he should be
furnished with the means of
conveyance when employed
in

in his professional duties; and
he states that he was informed
that he would thus be relieved
from the necessity of ever pro-
ceeding to his business on foot,
and that he considers that
the allowance was given to
defray the expenses of keeping
a suitable conveyance to enable
him to proceed to business at
all times.

4 The Government can
not admit that this is the
meaning of the clause of the
covenant which Mr. Mordaunt
has quoted. It says, that
the said Company, or their
Government in India, shall
"make such allowance as they
may deem adequate for his
travelling expenses," and this
the Government are of
opinion, refers to real and
bona fide travelling, and not,

not, as Mr. Merrall imagines,
to the expenses of a conveyance
to take him from his house
to his Office. ~~But presently~~
~~of this, the Government would~~
~~submit that~~ The Government therefore
has nothing to do with the
settlement of the claim under
reference.

5 The Honorable
Court agreed to give Mr.
Merrall a certain salary, and
after his arrival in India,
the Government sanctioned
his being paid the same
tentage as was drawn by
all other officers of the De-
partment to which he was
attached. Under orders framed
by the Government of India,
tentage was abolished, and
certain rates of marching &
allowance were substituted,
and they were made appli-
cable to the Department ~~generally~~

15
generally. Tentage was formerly
drawn whether officers were
stationary, or on the move; —
marching allowance is now
given only for bona fide move-
ments, and as Mr. Merrall
fills a stationary office, it is
clear that he is not entitled
to travelling allowance.

6 The second ground
on which Mr. Merrall urges
his claim, is based on the
terms of the late Board's re-
commendation for the grant
of tentage to the Commandants
Civil Engineers. "These allow-
ances," the Board state in their
letter of the 19th April 1855, "are
in accordance with the agree-
ments of the Civil Engineers
with the Govt of Directors,
and therefore do not require
the sanction of the Government
of India; adding however
that

that "they will not be drawn"
"till the parties are qualified"
"for detached employment."

The Government are not prepared to admit that these words bear the interpretation which Mr. Merrill has placed on them. Tentage was obviously intended to be considered as a marching allowance, (to which Mr. Merrill was entitled under his covenant) by the limitation of its grant to the time when Officers were qualified for detached duty.

So long as they could only serve at the head station, they were not to have it, and it was not therefore given as an allowance to enable Mr. Merrill to keep a conveyance, but to reimburse him for keeping up a marching

21
marching establishment.
7 If this claim to marching allowance be admitted in the case of Mr. Merrill, it must also be admitted in favor of all the other Covenanted Civil Engineers and Engineers so long as they may remain in the service, and they will thus be placed on a different footing from all the rest of the Department. The Government see no reason for establishing this distinction, either on the ground of the covenant, or on the terms of the Board's recommendation for the grant of tentage; and they request that the Chief Engineer will inform Mr. Merrill accordingly.

9 Copies to the Chief Engr.
with an Encl. Encl. = 13

Attest 7th July 57 1857
R. - 8th May 56 - 12413.

Public Works 1857 Sept.
D. to Cons 18th August

No 1575.

Extract Minis. of Cons.
D. 12th August 1857.

From Chief Eng. d. 23 Oct 57 C. No.
206 in C. 17th Nov 57.
From D. 26 Oct 57 C. No 2589
in R. 30 June 1857.

Passing orders on a letter
from the Chief Engineer, recom-
mending for favorable and
special consideration, the claim
for travelling allowances by Mr
Merrall, Civil Engineer in charge
of Bangalore workshops, from
January 1857 -

at 10th Nov 57