M.R.O. 1—82 400—22-11-80

MADRAS RECORD OFFICE.

Government of Madras.

Pub & Law DEPARTMENT.

Cons 13-2-57

G.O. No. 535 Press Mis.

Dated 12 18 57.

Not to be folded or roughly handled

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. Merrall, 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. Merrall 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. Merrall, 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 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 Civil Auditor on the subject. I beg to submit Mr. Lushington'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 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. 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 beg to recommend Mr. Merrall'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. Merrall, 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. Merrall 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 inadmissable, recommends it, as a special case, for the favorable consideration of Government.

3. In support of the first ground, Mr. Merrall 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. Merrall 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. Merrall 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. 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 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. 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 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. Merrall has placed on them. Tentage was obviously intended to be considered as a marching allowance, (to which Mr. Merrall 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. Merrall 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. Merrall, 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. Merrall accordingly.

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

3

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

No. 2105

From,
The Chief Engineer

To,
The Secretary to Government
Public Works Department

Sir,

I have the honor to bring to the notice of Government that the Travelling Allowance claimed by Mr. E. E. Merrall, Civil Engineer, in charge of the Bezoorah Workshop on the Masulipatam District, was considered by this Office as inadmissible, and according the Bills for the months of January, February, and March last, were returned to the District Engineer, Kistna Division, from whom they were received. He was at the same time informed that Mr. Merrall was not entitled to any travelling allowance as the Inspection Lists 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.—

Exc 1

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

which he endeavours to establish a Claim for this allow-
ance 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
Chief Engineer on the subject. I beg to submit Mr. Pushington's
reply to my reference. He says Mr. Merralls claim can-
not 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 Extract
Minutes of Consultation of the 1st Instant, No. 1275, in
which the Government refused to adopt my suggestion
that Officers in charge of particular works should be per-
mitted to draw Travelling allowance during the whole
time of their stay on the spot. As however the Govern-
ment may be disposed to consider Mr. Merralls case
as special, and I do think it deserves 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

recommend Mr. Merralls claim for the special considera-
tion of Government.—

I have the honor to be,
Sir,
Your most obedient servant
[signature] Colonel
Chief Engineer.

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

Copied by P. Pennycuick
[illegible]

Memorandum

The Government will be
pleased to decide on this claim.

It is recommended by
the Chief Engineer on the ground
of Mr Merrall's claim under
the covenants but cannot
read the words "the Honorable
to the writer". The Honorable
Court agreed to give Mr Merrall
a certain salary, and after his
arrival in Calcutta the Government
sanctioned his being paid
same terms as near as
by all other Officers of the De-
partment to which he was
attached. Orders ordered stamped
by the Government of India,

Fortress

P.P. Cons. 7th July 1854 No 7 &
8 — & Cons. 5th — No 113.

Public W. Dept. Chartment
Dr. Cons 18th August
No 1453

From,

The Chief Engineer

To,

The Secretary
to Government P.W.D.

Calcd 18
Rec'd 18 July 1854

Enclosure returned
No 1152 dated 12th August
1854

Recommends for the favorable
and special consideration of Govern-
ment the claim for Travelling Al-
lowance by Mr. Merrall Civil
Engineer in charge of Bezoarah
Workshop, from January 1854.

29 July 1854 No 1111

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

Mr Merrall 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

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 plainly the meaning of the covenant- it says, "and shall make such allowance as they may deem adequate for his travelling expenses" and it is to this referred to real and bonâfide travelling, and not, as Mr Merrall imagines, to the expenses of a Conveyance to take him from his house to his Office.

Mr Merrall further represents

representa that his claim should be admitted from the terms of the order granting his tents 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.

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 ~~each~~ every, and be placed on a different footing

from

from all the rest of the De-
partments

Yours &c

Quite agree

H

M.

6

No. 1575. P.W.D.

15

Extract from the Minutes of Consultation

held at the 12th August, 1857.

Read the following

Letter from the Chief Engineer

(Then under 18th July 1857 - No 2105)

1 The Chief Engineer submits a letter from the Distt. Engineer of the Kistna Division, enclosing one to his address from Mr. Marall, Covenanted Civil Engineer in charge of the Bezwarah 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. Marall bases his claim to travelling allowance on two grounds; first on the articles of his agreement with the

c29 Lucy/81 Aug 7 c7 - 811

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; with Colonel Fraser, 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. Mc Donald urges that his covenant engaged that he should be provided 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 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. Mc Donald 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,

not, as Mr. Merrall imagines, to the expenses of a conveyance to take him from his house to his Office. ~~Independently of this, the Government would not~~ The covenant 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 tonnage as was drawn by all other officers of the Department to which he was attached: Under orders framed by the Government of India, tonnage was abolished, and certain rates of marching allowance were substituted, and they were made applicable to the Department generally

generally. Tonnage was formerly drawn whether officers were stationary, or on the move; marching allowance is now given only for bonâ fide movements, 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 recommendation for the grant of tonnage 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

that "they will not be drawn
"till their parties are qualified
"for detached employment" —
The Government are not pre-
pared to admit that these
words bear the interpretation
which Mr Merrall has
placed on them: Tentage
was obviously intended to
be considered as a Marching
allowance, (to which Mr
Merrall was entitled under
his Covenant) by the Limi-
tation 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 Merrall to keep
a Conveyance, but to reimburse
him for keeping up a for
Marching

marching establishment.

7. If this claim
to marching allowance be
admitted in the case of
Mr Merrall, it must also
be admitted in favor of
all the other Covenanted
Civil Engineers and Surveyors
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 Govern-
ment 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
Merrall accordingly.

J. B.

2 Copies to the Chief Engr
with and Encls Ords B

Public Works 1857 Sept.
Do to Cons 18th August

No 1575.

Extract Mins. of Cons.
Dd 12th August 1857.

From Chief Engr. d/ 23d Octr/57 C. Rs
206 in C. 17th Novr.
From Do Dd 26 Octr/57 Cott 2589
in Ro 30 Levies No 207.

Passing orders on a letter from the Chief Engineer, recommending) for favorable and special consideration, the claim for travelling allowance by Mr. Merrall, Civil Engineer in charge of Bycarah workshops, from January 1857.

No 1849

Cr Auditor Genl