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MADRAS RECORD OFFICE.

Government of Madras.

Judicial DEPARTMENT.

G.O. No. 52 Press Mlg.

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Fort Saint George, Public Works Consultation of 7th December 1858.

No. 154. Read the following Extract from the Minutes of Consultation in the Military Department, dated 19th November 1858, No. 4196.

Authorizing the recovery from Captain Shand and Overseer Bake of the sum of Rupees 1,879 of which the Government was defrauded through the carelessness of the above Officers who were entrusted with the Superintendence of the construction of Veylanthavalum Bridge in Malabar. (Vide Military Consultation, 23rd November 1858, Nos. 72-73.)

No. 155. ORDER THEREON, No. 2652; dated 7th December 1858.

Ordered that the foregoing Extract be recorded.

(Signed) W. H. BAYLEY,
Acting Secretary to Government.

No. 4196.

Extract from the Minutes of Consultation, 19th November 1858.

Read Extract from the Minutes of Consultation, in the Public Works Department, under date the 6th November 1858, *No.* 2346.

Read the following letter from the Offg. Chief Engr.

Submits with his opinion, correspondence relative to the Veylanthavalum Bridge in Malabar, recommends Sub-Overseer Appasawmy's discharge from the Department for reason's stated, and solicits the sanction of a further sum of Rupees 2,360, *for completing the above Bridge.*

Here enter 10th September 1858, No. 3565.

Para. 1. The Officiating Chief Engineer submits with the above letter, correspondence having reference to the stoppage of all work connected with the Veylanthavalum Bridge in the Malabar District, owing to the failure on the part of the Contractor, and requests sanction for the completion of the work at an additional cost of Rupees 2,360.

2. The work was sanctioned in Extract Minutes Consultation 25th January 1856, No. 116, for the Budget of 1856-57, and on the receipt of certain further information therein called for, authority was granted for its commencement in the order of 21st November 1856, No. 2194. The District Engineer of Coimbatore, who appears to have had the general supervision of the work, made it appear from his communications* submitted with the Chief Engineer's Proceedings, dated 14th January 1858, No. 6628, that the Bridge was in a fair state of progress, but that the Contractor had cause to complain of its stoppage under the Financial restriction a measure which, it was alleged, involved him in a loss of 10 Rupees per mensem in paying for the watching and care of his materials and plant. The restriction was withdrawn in February† 1858.

	Rs.
Estimated cost	5,140
Portion borne by the Cochin Circar...	2,570
Remaining sanctioned	2,570

* *Dated* 10*th December* 1857, *and* 7*th January* 1858.

† *Extract Minutes Consultation* 4*th February* 1858, *No.* 197.

3. The Government are now informed that up to August last, the work done was no more than one small arch, the abutments and the piers, all of the value of Rupees 2,621, against an advance of Rupees 4,500, and that the Contractor has failed to continue it.

4. This is one of the many instances of mismanagement and inattention to orders on the part of the Officers of the Public Works Department, which have of late come under the notice of Government. The work in question was given on contract to one Appasawmy, a man of bad repute who is stated to have been at the time waiting for some minor employment in the Department Public Works, without taking from him any tangible security, though it has been clearly laid‡ down that Executive Officers should "form engagements with none but men of respectability who can give valid security." The Chief Engineer has in his Circular noted in the margin, prescribed that when engagements may be made with Contractors, formal agreements should be drawn up on stamped paper, backed by two competent securities owning lands or houses and residing in the Talook or District in which the work is executed, and that the security Bonds shall receive the countersignature of the District Engineers. In the present case, none of these requisitions have been attended to. In fact no documents whatever passed between the Contractor and the Executive Officer; the latter was content to receive without any enquiry or examination some paper as the Title Deed of certain property at Coimbatore stated to belong to the Contractor, which now turns out to be no more than a *Memorandum* of the sale of that property to one of his wives. Captain Shand of the 51st Regiment N. I., appears to be the party responsible to Government for the irregular proceeding here noticed.

‡ *E. M. C.* 26*th Septr.* 1856, *Page* 381 *of Mr. Grant's Book.*

21*st May* 1858 *B, Page* 298 *of Mr. Grant's Book.*

8*th Septr.* 1856, *Page* 375 *of Mr. Grant's Book.*

5. The unsatisfactory character of the transaction has not here ended; it has become still more discreditable to the Public servants concerned in the payment of advances. It has been frequently impressed on the Officers of the Department Public Works that the system of advances should be done away with, and if that is not practicable, that they should be paid in small portions from time to time according to the value of the work done and that no sum exceeding 500 Rupees shall be advanced without the authority of the District Engineer. The work was given to Appasawmy in January 1857, and in no less than a month and with no proper security whatever, the large sum of Rupees 1,500 was advanced to him by Captain Shand for collecting materials. Corporal Bake, Overseer, was placed in charge of the division in February 1857, when no materials had been collected. The work appears to have gone on only up to April following, or for two months when it was interrupted by the monsoon, and was afterwards arrested by the restrictive orders in August 1857. During the few months that the work proceeded, Mr. Bake appears to have advanced no less a sum than 2,000 Rupees, and in April 1858, he gave a further advance of Rupees 1,000 "on his own responsibility," as is stated, after the restriction was withdrawn, though he was aware at the time that the Contractor has already received a large sum and that little work was done. Moreover the sanction of the District Engineer does not appear to have been taken for the payment of these large advances.

Circular 21st May 1856 *B, page* 298 *of Mr. Grant's Book.*
„ *8th Septr.* 1856, „ 375 *of* „ „

6. From the conduct of the parties above alluded to, the Contractor has defrauded Government to the extent of Rupees 1,879, and this the Government cannot consent to pay in the face of the manifest irregularity on the part of Captain Shand and Mr. Bake. There is sufficient proof on record to convict them of great dereliction of duty, and the Governor in Council therefore resolves to recover from them the said sum of Rupees 1,879 in proportion to the advances paid by them severally as stated in the margin. The sum to be recovered from Captain Shand is Rupees 626-5-4, but as that Officer has gone to Europe* on Medical Certificate, this order will be communicated to the Military Department for enforcing the demand on his return. The sum to be recovered from Corporal Bake is Rupees 1,252-10-8, of this 1,000 Rupees is what he advanced on his "own responsibility" in April last, and that responsibility he must now take, the Contractor having failed; the remainder Rupees 252-10-8 is the portion he must make good for the large advances previously paid without regard to orders. The Government will have no objection to order the recovery of the money by instalments if the same is desired.

	Rs.
Advance ... ... *Rs.*	4,500
Value of work done ... ... „	2,621
Remainder... „	1,879

	Total advance.	*Advanced by the particular Officer.*	*Extent of the Debt of the Contractor.*	*Portion to recover.*		
	Rs.	Rs.	Rs.	Rs.	A.	P.
Captain Shand.....	4,500 ...	1,500 ...	1,879 ...	625	5	4
Corporal Bake.....	4,500 ...	3,000 ...	1,879 ...	1,252	10	8
			Total...	1,879	0	0

**G. O. G. 9th February* 1858, *No.* 50.

7. Another irregularity that should be noticed is allowing the work to be executed on contract by a Sub-Overseer. Appasawmy is stated to have been without employment when the contract was given to him in January 1857, but he was appointed Sub-Overseer in the end of that month, and Captain Shand and after him Corporal Bake ought to have taken away the contract from him. There appears to have been merely some conversation that the contract shall be transferred to Appasawmy's brother-in-law, but no active measures to that end have been adopted. It should however be understood for the future, that no contracts are to be given to the relatives of the servants of the Public Works Department who may be entrusted with the supervision of the particular works.

8. The Governor in Council cannot close these remarks without recording his censure on the apparent want of supervision over the conduct of the Subordinates displayed by the District Engineer. The Central Office ought also to share the blame though in a less degree; they ought to have had the means of checking these irregularities in time.

9. In regard to the work itself, the Government cannot but authorize its completion from the general funds placed at the disposal of the District Engineer. The probable additional cost is set down at Rupees 2,360, but deducting the sum of Rupees 1,879, to be recovered in the manner above stated, the net cost above the estimate will be Rupees 481 and of this the Cochin Government should be requested on full explanation of the causes which have increased the cost, to bear a moiety. That Government cannot under any circumstances be asked, as the Officiating Chief Engineer proposes, to bear any portion of the loss which might accrue from the bad conduct of the Servants under this Government.

10. It is the desire of Government that this order and Extract Minutes Consultation 15th July 1858, No. 1375, with reference to the Narasapatam Barracks should be circulated for the information of all the Officers and Subordinates of the Department of Public Works for their information and as a warning. The names of the individuals and districts should however be omitted.

11. The attention of the Honorable Company's Solicitor will be again called with reference to the orders noted in the margin to the absolute necessity of preparing forms of contract at the earliest possible date.

Fx. Min. Cons. 18*th June* 1858, *No.* 1158, *paras.* 13 *&* 14.
„ „ „ 15*th July* 1858, *No.* 1375, *para.* 5.

12. Under all the circumstances, the Government resolve to dismiss Sub-Overseer Appasawmy Pillay from the service agreeably to the recommendation of the Officiating Chief Engineer. He has proved himself untrustworthy and he therefore no doubt fully merits the punishment.

(A true Extract.)

(Signed) W. H. BAYLEY,
Acting Secretary to Government.

Communicated to the Commander-in-Chief,—and to the Pay Department, with a view to the recovery of the demands noted in para. 6, against Captain Shand and Overseer Bake, being recovered in the usual manner.

(True Extract & Copy.)

D. Marshall Colonel
Dy. Secretary to Government.

To the Adjutant General.
„ Military Auditor General.
„ Accountant General.
„ Department Public Works. With 20 spare Copies.

Exd. R. Spears.

Cons. 9th Nov. 1858. No. 19420
— a — 9th Feby — a — 11472

No. 2652
To be recorded
Fort St. George
1st Decr 1858

No. 154

Pub. Works 1858 Dept.
Cons: 7th Dec.
No. 28987

Ex. Imms. Cons. in the
Milty. Depart.

Dated 19th
Received 30th Nov. 58.
No. 4196.

Authorizing the
Recovery from Capt.
Shand and Others Bal.
of the Sum of 11½ 1879 of
which the Govt. was
defrauded thro' the
carelessness of the above
Officers in the more distinct
& minute Specification of Contract
Items in the Construction of Cuyalam
Navalcum Bridge in
Malabar
To be recorded.