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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.
Encl 24/10/38

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*Proceedings of the Madras Government, Public Works Department,
from 5th to 21st October 1859.*

No. 127. Read the following letter from Lieutenant-Colonel J. H. BELL, Chief Engineer; to J. D. BOURDILLON, Esq., Secretary to Government, dated 30th September 1859, No. 5593.

With reference to the Acting Deputy Secretary's endorsement No. 2864, dated 17th August 1859, on a petition from Meer Mahomed Hoossain Sahib, I have the honor to submit for the consideration and orders of Government, the accompanying correspondence between the Civil Architect, Garrison Engineer, Captain Winscom, and this office, on the subject of the amount still out-standing against that individual.

- 5 Letters from the Civil Architect, with 6 enclosures.
- 1 Do. from the Garrison Engineer, with 1 enclosure.
- 1 Letter from Captain Winscom.
- 1 Petition from Meer Mahomed Hoossain Sahib.

2. It appears that when the late Colonel Atkinson gave over charge of the office of Civil Architect, the debt of Meer Mahomed Hoossain (the supplier to that department) amounted to Rupees*.....

Rs.	A.	P.
6,043	1	7

From which if the value of the stock made over by the latter..... 922 3 11

be deducted, a sum of..... 5,120 13 8

remained against him. Out of the last mentioned amount, however, it is observed that sums of money aggregating..... 2,294 9 9

Have been recovered from the under suppliers to the contractor, between the months of May and December 1858, so that the balance remaining unpaid at the present date is..... 2,826 3 11

3. With a view of liquidating the balance due by Meer Mahomed Hoossain Sahib, Captain Hitchins, the Civil Architect, reported,* that on the 6th December last, Captain Winscom (the then Acting Civil Architect) entertained another contractor named Moottoosawmy Moodelly, to supply materials for his department until the close of the present year, on the condition, that he forfeited 10 per cent. upon the amount of his bills, to be appropriated for the purpose stated.

- * Letter No. 498, dated 24th June 1859.

4. In the agreement* entered into between Captain Winscom and Moottoosawmy Moodelly, provision amongst other things is made

- * 2nd December 1858.

1st. For the deduction above mentioned.

2nd. For the deposit by the latter in the Civil Architect's cash chest of Government bonds to the extent of Rupees 2,000, to be forfeited in the event of his failing in the due performance of his contract, and

3rdly. For the execution of a bond, to be drawn up by the Government Solicitor.

5. Perceiving the irregularity of this course, Captain Hitchins thought proper to refrain from having the bond legally drawn up, with a view of vitiating the agreement made by Captain Winscom.

6. Moottoosawmy Moodelly contracted to supply materials at 2½ per cent. less than the rates allowed in the Civil Architect's estimates. This sum, with the deduction of 10 per cent. rendered the contractor a loser of 12½ per cent. on all articles furnished by him, and Captain Hitchins reports, that frequent complaints were made to him by the subordinates of his department in regard to the inferior quality of the materials supplied by Moottoosawmy Moodelly, which he states is no matter of surprise, considering the large deduction to which the contrac-

tor was liable, and the low rates allowed in the estimates prepared by the Civil Architect's department, which were framed upon data made ten years ago, when articles were sold 20 per cent. cheaper than at present. It is further intimated, that although the bond proposed to be drawn up by the Government Solicitor, was never executed, the deductions from the contractor's bills continued to be made, for the months of December, January, February, and March last, amounting in the aggregate to Rupees 822.

7. In consequence, however, of the contractor failing to furnish materials when directed, and supplying articles of bad quality, Captain Hitchens was compelled to make arrangements for procuring his supplies elsewhere, but before he did so, every consideration was shewn to Mootoosawmy Moodelly, and the deduction above alluded to was even discontinued, with the hope that he would improve in his supplies. A promise was also extended to the contractor, that if he furnished materials promptly and of good quality, his case would be brought to the notice of the Chief Engineer, with the view to his recovering the deduction of 10 per cent. which had been made.

8. Finding these attempts unavailing, the Civil Architect submitted the matter to the Central office, requesting orders, as to whether the sum of Rupees 822, which had been deducted from the contractor, as well as the security of Rupees 2,000 lodged in the Madras Bank, might be restored to him, and the debt of the former contractor written off to profit and loss.

9. On the receipt of the foregoing communication from the Civil Architect, Captain Winscom was requested* to explain his reasons for making Mootoosawmy Moodelly answerable for the debts of the former supplier. That officer stated in reply, that on taking charge of the Civil Architect's office, he found that the former supplier, who incurred the debt above-mentioned, had made arrangements with his sub-contractors to liquidate the same by a deduction of 10 per cent. from their bills. Finding, however, the system of supply the loosest conceivable, and that short measure was continually given, without the exercise of an efficient check, he enforced a full supply, but on his doing so, the sub-contractors gave up work and as no agreement had been entered into between the Civil Architect and these individuals, he could not control their proceedings.

10. At this crisis, it is stated, Mootoosawmy Moodelly (of whom Captain Winscom had no previous knowledge whatever) addressed him on the subject of supplying materials to the Civil Architect's department, and offered at the same time to liquidate the debt above-mentioned by a deduction of 10 per cent. on his bills. Captain Winscom acceded to Mootoosawmy Moodelly's request, as there was no other way to secure the Government from loss, but not until he had pointed out to the man that he would probably fail by the deduction, and had received from him an assurance to the contrary, provided, however, he was not required to supply bricks and tiles. An agreement was accordingly drawn up and signed, and a letter* was written by Captain Winscom to the Government Solicitor, requesting him to draw up the necessary bond, but through some delay on the part of the manager of his office, the letter was not despatched during Captain Winscom's incumbency, and as stated in paragraph 5, Captain Hitchens thought fit to withhold it.

11. In regard to the failure of the contractor, Captain Winscom concludes by observing, that considering the agreement entered into had been altogether ignored and other contractors entertained, it is not surprising to find that Mootoosawmy Moodelly's supplies were irregular and not of the best quality.

12. On the receipt of Captain Winscom's letter, the Civil Architect was requested* to report distinctly, whether there was any probability of his recovering the balance due by Meer Mahomed Hoossain Saib after communicating with the Garrison Engineer, who it was understood had again employed that individual for the supply of materials to his department. Captain Hitchens was also requested to report fully upon whom the responsibility of the debt properly lay, and his reason for not reporting his intention to vitiate the agreement entered into between Mootoosawmy and Captain Winscom.

13. The Garrison Engineer was also requested* to state, whether his contractor, Meer Mahomed, was prepared to enter into any agreement for liquidating the debt above-mentioned, as it appeared very questionable, whether the Government would approve of his supplying materials for another department, after he had proved himself a defaulter as contractor to the Civil Architect.

14. In reply to the first of the foregoing requisitions, the Civil Architect reported,* that there was no probability of recovering from Meer Mahomed the balance due, as he was not the only supplier to the Garrison Engineer's Department, three others having also been engaged, and that further, he was bound to make good to Captain Rawlins a sum of Rupees 1,000* due to his department by monthly instalments of 50 Rupees. Captain Hitchens encloses a memorandum† from the manager of his office, which was drawn up for Captain Winscom, with the view of a report upon the out-standings against Meer Mahomed being made to the Chief Engineer. This document explains the circumstances under which the large balance remained against the contractor in July 1857, and the chief cause urged is the sudden stoppage of Public Works in that month, agreeably to the orders of the Government of India. The total sum then out-standing against Meer Mahomed was Rupees 12,400, but he immediately made good Rupees 7,300, leaving a balance of Rupees 5,100 unpaid, which he promised to liquidate by deductions from his monthly bills, and according-ly an agreement* was entered into between Colonel Atkinson and the under-suppliers to this contractor. With reference to this agreement, the Civil Architect expresses his opinion, that had the under-contractors been allowed to continue their supplies till the end of the current year, the whole sum would have been liquidated, and moreover, that the change from them to Mootoosawmy who, as above stated, was entertained by Captain Winscom, produced no beneficial effect, as his supplies were constantly objected to, both in regard to quantity as well as quality. With regard to Captain Winscom's statement, that Mootoosawmy Moodelly had made his own calculations, and that so long as he was not compelled to supply bricks and tiles, he could afford to give ten per cent. on the amount of his bills, Captain Hitchens observes, that there are samples of bricks and tiles furnished to his office by Mootoosawmy, and that when this individual was urged to supply materials according to the samples, he made no mention whatever of the circumstance that his supply of the same was optional, and that he was not bound to furnish them by his contract.

15. In regard to the delay imputed by Captain Winscom, to the manager of the Civil Architect's office, in sending the letter addressed by him to the Government Solicitor, Mr. Fitzgerald submits a memorandum,* from which it will be observed, that the delay alluded to was occasioned by the circumstance of the size of certain wall bricks, (viz. $8\frac{1}{2} \times 4\frac{1}{2} \times 1\frac{1}{2}$) which he was ordered to insert in the letter, having been objected to by Mootoosawmy. The manager in his defence further urges, that he had often brought the subject to the notice of Captain Winscom, with a view to the matter being disposed of at an early date, but that it was frequently deferred, and that the letter to the Government Solicitor, was for the last time brought to Captain Winscom on the day of his giving over charge of the office to Captain Hitchens, but that even then, the question was left undecided. With reference to this explanation, the Civil Architect observes, that so far as he was concerned, he saw no disinclination whatever on the part of his manager to forward the letter in question to the Government Solicitor.

16. With regard to Captain Winscom's assertion, that it was not surprising to find Mootoosawmy Moodelly failing in his supplies, in consequence of his agreement having been altogether ignored and other contractors entertained, Captain Hitchens observes, that in addition to his general forbearance towards Mootoosawmy and the facilities afforded to that individual, he, on the 25th February last, in his letter No. 150, objected to any of his works being given out on contract to others, as he considered it would be unfair to his supplier, who had informed him, that he had advanced Rupees 3,000 to certain brick-makers, to enable him to furnish a full and

proper supply, agreeably to the list which had been prepared and given to him of the requirements of the Civil Architect's department for six months, in which list, amongst other things, 50 lacs of bricks were included.

17. I here observe, that on the 16th February last, the late Chief Engineer informed* the Civil Architect and other officers, that he was desirous that a few of the sanctioned works under their orders should be given out as a trial on contract, and that although Captain Hitchens did, with the view of securing Moottoosawmy Moodelly from loss, object in his letter, dated 25th February 1859 to such a course, a notification nevertheless, was issued in the Fort Saint George Gazette, inviting tenders for certain works in the Chingleput district and at the Presidency. The only work, however, that was actually given out on contract was the Arrack distillery at Tondiarpett, the estimate for which amounted to Rupees 15,400.

18. In Captain Winscom's letter above alluded to, that officer observes, that as no agreement had been entered into between the Civil Architect and the under-suppliers to Meer Mahomed, he could not enforce the continuance of their supplies. With reference to this statement, Captain Hitchens encloses a copy of the agreement,* drawn up and signed by these parties, from which it will be observed, that they have therein made themselves responsible for the debt due by Meer Mahomed, by a deduction of 10 per cent. on their bills for materials supplied to the Civil Architect, agreeably to the rates prevailing from time to time in the Garrison Engineer's department.

19. The Civil Architect, however, omits to furnish any information as to the circumstances under which he failed to report his intention to vitiate the agreement drawn up by Captain Winscom, neither does he fix the responsibility for the debt of Meer Mahomed on any particular person, but simply brings to notice the facts connected with the case, leaving the subject for the decision of this office.

20. As there appeared to exist no just grounds for the retention of the security of Rupees 2,000 lodged by Moottoosawmy Moodelly, the Civil Architect was requested* to return the same. Having been subsequently informed† that there appeared no just cause for detaining the money deducted from the contractor's bills, and that he should act at his discretion, in returning it or crediting it to Government, he reported‡ that he should refund the money at an early period.

21. But as the debt of Meer Mahomed, viz. Rupees 2,826-3-11 still remained unsettled, the Civil Architect was instructed (a) to give his careful attention to a letter (b), from the Garrison Engineer, (herewith enclosed), written in reply to a requisition from this office No. 2393, dated 13th July 1859, wherein that officer brought to notice, that Meer Mahomed was entertained as one of the suppliers to his department on the advice of the Government Solicitor, with the view of recovering a debt of Rupees 700 due by him to the Garrison Engineer's department. Captain Rawlins also expresses his opinion, that the contractor is quite unequal to the duty of supplying two departments, and that although he was very willing, yet he was quite unable to pay off the debt. Captain Rawlins further observes, with reference to the debt to the Civil Architect's department, that the under-suppliers to this contractor appear to have acted very dishonestly indeed towards him, and of this, there appears to be but little doubt, since the man is reported to be at present in the most indigent circumstances. With this letter, the Garrison Engineer encloses one* from Meer Mahomed Hoossain Saib, wherein that individual represents that he sustained heavy losses by the sudden stoppage of Public Works in July 1857, and that every exertion was used by him to pay off the balance which remained against him. He further states that he is quite prepared to enter into arrangements for the payment of the sum still due, if the suppliership of the Civil Architect's department be given to him.

* Dated 18th July 1859.

(a) In letter No. 3120, dated 26th July 1859.

(b) No 288, dated 19th July 1859.

* In letter No. 2766, dated 15th July 1859.

† Letter No. 3120, dated 26th July 1859.

‡ Letter No. 780, dated 5th September 1859.

22. With reference to the foregoing statements of Meer Mahomed, in regard to the heavy loss stated to have been sustained by him, the Civil Architect was requested to report on their correctness, as also whether the late Colonel Atkinson had taken any security for advances made to this contractor. He was at the same time instructed to consult the Government Solicitor, as to the possibility of recovering the money due by instituting legal proceedings against him.

Letter No. 3120.

23. In reply, Captain Hitchens reports,* that Meer Mahomed Hoossain Sahib generally had advances to the extent of Rupees 7 or 8,000 made to him by the late Colonel Atkinson, and that this amount was scattered amongst a number of under-suppliers. On the receipt, therefore, of the restrictive orders of July 1857, he observes, it may reasonably be expected, that the supplier suffered much embarrassment from the difficulty experienced in recovering the various advances made by him to his under-contractors. No tangible security, however, appears to have been taken from the contractor for the advances thus made to him.

* Letter No. 765, dated 29th August 1859.

Letter No. 849, 27th September 1859.

24. From the letter of the Government Solicitor, No. 1436, dated 15th August 1859, to the address of the Civil Architect, it will be observed, that it would not be for the interests of Government to institute legal proceedings against Meer Mahomed Hoossain Sahib, on account of this debt, as after the strictest enquiry it has been found, that the individual has no available means for paying off the same, and that even if certain property, in which it is probable he may have a share, be seized, the Government would be involved in difficulties, and perhaps in a greater amount of expense than the value of the property.

25. As the Government has ruled, that officers are not to be relieved from responsibility for pecuniary losses, unless in the acts with which the losses are connected, they have complied with established rules; and as the advances to Meer Mahomed Hoossain, appear to have been made without any provision against loss to Government, I can only state my opinion that the responsibility for the loss under report of Rupees 2,826-3-11, remains with the executors of the late Colonel Atkinson, who, I presume, furnished the usual security required of officers retiring from the service.

No. 128.

ORDER THEREON, 13th October 1859, No. 2138.

Resolved that the papers connected with this loss of Rupees 2,826-3-11, be forwarded to the Government Solicitor who will be pleased to state his opinion as to the possibility of holding the executors of the late Colonel Atkinson responsible for the loss incurred.

(Signed) W. C. SIM,

Actg. Dy. Secretary to Government.

(F. 5343)

Central Office of P.W.
Fort Saint George
30th September 1857

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From
The Chief Engineer

To
The Secretary
to Government P.W.

Public

Sir,

With reference to the Return Deputy
Enclosures 15. Secretary's endorsement No 2864 dated 17th August 1857
5 letters from the Civil Architect with 6 Enclosures on a Petition from Meer Mahomed Hoossain Sahib
1 do from the Garrison Eng^r with 1 Enclosure I have the honor to submit for the consideration and
1 letter from Capt. Winscom orders of Government, the accompanying correspondence
1 Petition from Meer Mahomed Hoossain Sahib between the Civil Architect, Garrison Engineer
Captain Winscom and this Office, on the subject of
the amount still outstanding against that
Individual. -

2. It appears that when the late
Colonel Atkinson gave over charge of the Office of
Civil Architect, the debt of Meer Mahomed Hoossain
(the supplier to that Department) amounted to
Rupees

Rupees 6043: 1: 7 ^{Letter No 852 dated 19th Sept 1859 from the Civil Architect}
 from which if the value of the stock made
 over by the latter Paper 922: 3: 11
 he deducted, a sum of 5120: 13: 8
 remained against him. Out of the
 last mentioned amount however, it is
 observed that sums of money
 aggregating Paper 2294: 9: 9
 have been recovered from the unders
 supplies to the Contractor, between
 the months of May and December 1858,
 so that the balance remaining unpaid
 at the present date is Paper 2826: 3: 11

3 With a view of liquidating the balance
 due by Mulla Mahomed Hossain Sahib, Captain
 Mitchins, the Civil Architect reported, that on the ^{Letter No 458 dated 26th Nov 1859}
 6th December last, Captain Wincom (the then
 Acting Civil Architect) entertained another Contractor
 named Moottoosawmy Moorally, to supply
 materials for his Department until the close of the
 present year, on the condition, that he forfeited 10 per cent
 upon the amount of his Bills, to be appropriated
 for the purpose stated.

2nd December 1858

4 On the agreement entered into between
 Captain Wincom and Moottoosawmy Moorally,
 provision amongst other things is made —

- 1st For the deduction above mentioned
- 2nd For the deposit by the latter in the
 Civil Architects Cash Chest of
 Government Bonds to the extent
 of Rupees 2000, to be forfeited
 in the event of his failing in the
 due performance of his contract, and
- 3rd For the execution of a Bond, to
 be drawn up by the
 Government Solicitor.

5 Perceiving the irregularity of this
 course, Captain Mitchins thought proper to
 refrain from having the Bond legally drawn up,
 with a view of vitiating the agreement made by
 Captain Wincom

6 Moottoosawmy Moorally contracted
 to supply materials at 2 1/2 per cent less than
 the rates allowed in the Civil Architects Estimates.
 This sum, with the deduction of 10 per cent under
 the

the Contractor a loss of 12 1/2 per cent on all articles furnished by him, and Captain Fitchins reports, that frequent complaints were made to him by the Subordinates of his Department in regard to the inferior quality of the materials supplied by Mootorsawmy Mooselly, which he states is no matter of surprise, considering the large deduction to which the Contractor was liable, and the low rates allowed in the Estimates prepared by the Civil Architects Department, which were framed upon data made ten years ago, when articles were sold 20 per cent cheaper than at present. It is further intimated, that although the Bonus proposed to be drawn up by the Government Solicitor, was never executed, the deductions from the Contractor's Bills continued to be made, for the months of December, January, February and March last, amounting in the aggregate to Rupees 822.

7. In consequence however of the Contractor failing to furnish materials when

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when directed, and supplying articles of bad quality, Captain Fitchins was compelled to make arrangements for procuring his supplies elsewhere, but before he did so, every consideration was shown to Mootorsawmy Mooselly, and the deduction above alluded to was even discontinued, with the hope that he would improve in his supplies. A promise was also extended to the Contractor, that if he furnished materials promptly and of good quality, his case would be brought to the notice of the Chief Engineer, with the view to his recovering the deduction of 10 per cent, which has been made. —

8. Finding these attempts unavailing, the Civil Architect submitted the matter to the Contract Office, requesting orders, as to whether the sum of Rupees 822 which had been deducted from the Contractor, as well as the security of Rupees 2000 lodged in the Madras Bank might be restored to him, and the debt of the former Contractor written off to profit and loss. —

9. On the receipt of the foregoing communication from the Civil Architect, Captain Windeem was requested to explain his reasons for making Moottoosawmy Mooselly answerable for the debts of the former supplier.

Extract Proceeding 102286
dated 27 June 1859.

That Officer states in reply, that on taking charge of the Civil Architects Office, he found that the former supplier, who incurred the debt abovementioned, had made arrangements with his Sub Contractors to liquidate the same by a deduction of 10 per cent from their Bills. Finding however the system of supply the loosest conceivable, and that such measure was continually given, without the exercise of an efficient check, he enforces a full supply, but on his doing so, the Sub Contractors gave up work, and as no agreement has been entered into between the Civil Architect and these Individuals, he could not control their proceedings.

Letter No. 30 June
1859-

10. At this crisis, it is stated, Moottoosawmy Mooselly (of whom Captain Windeem has no previous knowledge whatever)

addressed

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addressed him on the subject of supplying materials to the Civil Architects Department, and offered at the same time to liquidate the debt abovementioned, by a deduction of 10 per cent on his Bills. Captain Windeem acceded to Moottoosawmy Mooselly's request, as there was no other way to secure the Government from loss, but not until he had pointed out to the man that he would probably fail by the deduction, and had received from him an assurance to the contrary, provided however he was not required to supply bricks and tiles. An agreement was accordingly drawn up and signed, and a letter was written by Captain Windeem to the Government Solicitor, requesting him to draw up the necessary bond, but through some delay on the part of the manager of his Office, the letter was not despatched during Captain Windeem's incumbency, and as stated in para 5, Captain Pitt Rivers thought fit to withhold it.

11. In regard to the failure of the Contractor, Captain Windeem concludes by observing that

that considering the agreement entered into had been altogether ignored and other Contractors entertained, it is not surprising to find that Mootoodawmy Mooselly's supplies were irregular and not of the best quality. —

12. On the receipt of Captain Winscom's letter, the Civil Architect was requested to report⁺ distinctly, whether there was any probability of his recovering the balance due by Meer Mahomed Hoodsain Sahib after communicating with the Garrison Engineer, who it was understood had again employed that individual for the supply of materials to his Department. Captain Pritchins was also requested to report fully upon whom the responsibility of the debt properly lay, and his reason for not reporting his intention to vitiate the agreement entered into between Mootoodawmy and Captain Winscom. —

13. The Garrison Engineer was also requested to state, whether his Contractor Meer Mahomed was prepared to enter into any agreement for liquidating the debt above mentioned, as it appeared

⁺ Letter No. 2658 dated 13th July 1859.

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appeared very questionable, whether the Government would approve of his supplying materials for another Department after he had proved himself a defaulter as Contractor to the Civil Architect. —

14. In reply to the first of the foregoing requisitions the Civil Architect reported, that there was no probability of recovering from Meer Mahomed the balance due, as he was not the only supplier to the Garrison Engineer's Department, there others having also been engaged, and that further he was bound to make good to Captain Rawlins a sum of Rupees 1000 due to his Department by monthly instalments of 50 Rupees. Captain Pritchins encloses a memorandum^{*} from the Manager of his Office, which was drawn up for Captain Winscom, with the view of a report upon the outstandings against Meer Mahomed being made to the Chief Engineer. This document explains the circumstances under which the large balance remained against the Contractor in July 1857, and the chief cause urged is the sudden stoppage of Public Works in that month.

⁺ Letter No. 2657 dated 13th July 1859.

^o Captain Rawlins states Rs. 700

^{*} dated 23rd November 1858.

month according to the order of the Government
of India. The total sum then outstanding
against Akbar Ollahomed was Rupees 12,400,
but he immediately made good Rupees 7,300
leaving a balance of Rupees 5,100 unpaid, which
he promised to liquidate by deductions from
his monthly Bills, and accordingly, an agreement⁺ dated 3rd May 1858.
was entered into between Colonel St. Linson and
the under suppliers to this contractor. With
reference to this agreement, the Civil Architect
expresses his opinion, that had the under contractors
been allowed to continue their supplies till
the end of the current quarter the sum would
have been liquidated, and moreover that the
change from them to Ollottoosawmy, who as above
stated was entertained by Captain Winseom,
produces no beneficial effect, as his supplies
were constantly objected to, both in regard to
quantity as well as quality. With regard to
Captain Winseom's statement, that Ollottoosawmy
Olloddy has made his own calculations, and
that so long as he was not compelled to supply
bricks and tiles, he could afford to give temperance
on the amount of his Bills, Captain St. Linson
observes.

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observes, that there are samples of bricks and
tiles furnished to his Office by Ollottoosawmy,
and that when this individual was urged to
supply materials according to the samples,
he made no mention whatever of the circumstance
that his supply of the same was optional
and that he was not bound to furnish them
by his contract. —

15. In regard to the delay imputed by
Captain Winseom to the Manager of the
Civil Architects Office, in sending the letter
addressed by him to the Government Solicitor,
Mr. Fitzgerald submits a Memorandum,
from which it will be observed, that the delay
alluded to was occasioned by the circumstance
of the size of certain wall bricks ($8\frac{1}{2} \times 4\frac{1}{2} \times 1\frac{1}{2}$)
which he was ordered to insert in the letter,
having been objected to by Ollottoosawmy. The
manager in his defence further urges, that he
has often brought the subject to the notice
of Captain Winseom, with a view to the
matter being disposed of at an early date,
but

but that it was frequently deferred, and that the letter to the Government Solicitor was for the last time brought to Captain Windeem on the day of his giving over charge of the Office to Captain Pitohins, but that even then, the question was left undecided. With reference to this explanation, the Civil Architect observes, that so far as he was concerned, he saw no disinclination whatever on the part of his Manager to forward the letter in question to the Government Solicitor.

16 With regard to Captain Windeem's assertion, that it was not surprising to find Moottoosawmy Mooselly failing in his supplies, in consequence of his agreement having been altogether ignored and other Contractors entertained, Captain Pitohins observes, that in addition to his general forbearance towards Moottoosawmy and the facilities afforded to that individual, he, on the 25th February last, in his letter No. 150, objected to any of his works being given out on contract to others, as he considered it would be unfair to his supplier, who has informed him, that

that he has advanced Rupees 3000 to certain brick makers, to enable him to furnish a full and proper supply, agreeably to the List which has been prepared and given to him of the requirements of the Civil Architects' Department for six months, in which List amongst other things 50 Cacs of bricks were included. —

17. There observe, that on the 16th February last, the late Chief Engineer informed the Civil Architect and other Officers, that he was desirous that a few of the sanctioned works under their orders should be given out as a trial on contract, and that although Captain Pitohins did, with the view of securing Moottoosawmy Mooselly from loss, object in his letter dated 25th February 1859 to such a course, a Notification nevertheless was issued in the Fort Saint George Gazette, inviting Tenders for certain works in the Shingleput District and at the Presidency. The only work however that was actually given out on contract was the Urack Distillery at Condarpett, the Estimate for which amounted to Rupees 15,400. —

+ Encl memo. dated 16th Feb. 1859
No. 7969.

18. In Captain Winicom's letter above alluded to, that Officer observes that as no agreement has been entered into between the Civil Architect and the under suppliers to Meer Mahomed, he could not enforce the continuance of their supplies. With reference to this statement, Captain Fitching encloses a copy of the Agreement drawn up and signed by these parties, from which it will be observed, that they have therein made themselves responsible for the debt due by Meer Mahomed by a deduction of 10 per cent on their Bills for materials supplied to the Civil Architect, agreeably to the rates prevailing from time to time in the Pension Engineer's Department.

19. The Civil Architect however omits to furnish any information as to the circumstances under which he failed to repudiate his intention to initiate the agreement drawn up by Captain Winicom, neither does he fix the responsibility for the debt of Meer Mahomed on any particular person, but simply brings to notice the facts connected with the case, leaving

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leaving the subject for the decision of this Office. —

20. As there appeared to exist no just grounds for the retention of the sum of Rs 2000 loaned by Mootoorawmy Mooselly, the Civil Architect was requested to return the same. Having been subsequently informed that there appeared no just cause for detaining the money deducted from the Contractor's Bills, and that he should act at his discretion, in returning it or crediting it to Government, he reported that he should refund the money at an early period.

21. But as the debt of Meer Mahomed still remained unsettled, the Civil Architect was instructed to give his careful attention to a letter from the Pension Engineer (herewith enclosed) written in reply to a requisition from this Office No. 2638 dated 13th July 1859 wherein that Officer brought to notice, that Meer Mahomed was entertained as one of the suppliers to his Department on the advice of the Government Solicitor, with the view of recovering a debt of Rs 700 due

due by him to the Parisian Engineer's Department. Captain Rawlin also expresses his opinion, that the Contractor is quite unequal to the duty of supplying two Departments, and that although he was very willing, yet he was quite unable to pay off the debt. Captain Rawlin further observed, with reference to the debt to the Civil Architects' Department, that the Under-Suppliers to this Contractor appear to have acted very dishonestly indeed towards him, and of this, there appears to be but little doubt, since the man is reported to be at present in the most indigent circumstances. With this letter, the Parisian Engineer enclosed one from Meer Mahomed Hoosain Saib, wherein ^{dated 15th July 1857.} that Individual represents that he sustained heavy losses by the sudden stoppage of Public Works in July 1857, and that every exertion was used by him to pay off the balance which remained against him. He further states that he is quite prepared to enter into arrangements for the payment of the sum still due, if the supplyship of the Civil Architects Department be given to him:—

22. With reference to the foregoing statements of Meer Mahomed in regard to the heavy loss ^{stated}

Letter No 3120

⁺
Letter No 765 dated 17th August 1857

23. ²³ states to have been sustained by him, the Civil Architect was requested to report on their correctness, as also whether the late Colonel Atkinson had taken any security for advances made to this Contractor. He was at the same time instructed to consult the Government Solicitor, as to the possibility of recovering the money due by instituting legal proceedings against him. —

23. In reply, Captain Hitchens reports, that Meer Mahomed Hoosain Saib generally had advances to the extent of Rs 7 or 8000 made to him by the late Colonel Atkinson, and that this amount was scattered amongst a number of Under-suppliers. On the receipt therefore of the Restrictive Order of July 1857, he observes, it may reasonably be expected, that the Supplier suffers much embarrassment from the difficulty experienced in recovering the various advances made by him to his Under-Contractors. No tangible security ^{however appears to have been taken from} the Contractor for the advances thus made to him. —

24 From the letter of the Government Solicitor No. 1436 dated 15th August 1858 to the assup of the Civil Architect, it will be observed, that it would not be for the interests of Government to institute legal Proceedings against Mess Mahomed Hoosain Sahab on account of this debt, as after the strictest enquiry it has been found, that the individual has no available means for paying off the same, and that even if certain property, in which it is probable he may have a share, be seized, the Government would be involved in difficulties, and perhaps in a greater amount of expense than the value of the property. —

25. As the Government has ruled, that Officers are not to be relieved from responsibility for pecuniary losses, unless in the acts with which the losses are connected they have complied with established rules; and as the advances to Mess Mahomed Hoosain appear to have been made without any provision against loss to Government, I can only state

my

Proceedings August 17th 1858
N^o. 1572 para 8.

my opinion that the responsibility for the loss under report of Rupees 2826: 3: 11 remains with the Executors of the late Colonel St. Kinison, who, I presume, furnished the usual security required of Officers retiring from the service. —

Central Office of P.W.
Fort Saint George
30th September 1858.

E. May
Lieut. Col.
Acty. Chief Eng. (General Field)

I have the honor to be,
Sir,
Your most obedient servant
J. Bell
Lieut. Colonel
Chief Engineer

21
25
10

27

Read the following letter
from the Chief Engineer.



Handwritten signature

H. Kline

bespatch? JP

Copy to the Com^{rs} of the
with 10th Dec 1891

The dear old folks
 How I wish you were all here
 I am ever your affectionate son
 Wm. L. Garrison

From
The Chief Engineer

October 30th } Wilmington 1855

22.15.

Submit, with observation,

consequently by giving the answer to the
inquiry, and either obtaining or
knowing that the late physician
to the Court had died of an aneurysm.

Ak 7638. 13["] Qcdm 1859

Octobris 27

Handwritten text in a cursive script, possibly a letter or a journal entry. The text is written on a piece of paper that is slightly tilted and has some faint lines or markings. The handwriting is somewhat faded and difficult to read, but appears to be a continuous flow of text. The paper is placed on a larger, lighter-colored surface.

Handwritten text in a cursive script, continuing from the previous block. The text is written on a piece of paper that is slightly tilted and has some faint lines or markings. The handwriting is somewhat faded and difficult to read, but appears to be a continuous flow of text. The paper is placed on a larger, lighter-colored surface.

Public Works 1859 Dept.
Pro: of Govt. 21st Octr.

N. 2428.

Pro: of the Madras Govt.
Df 13th Octr. 1859.

From the Government Solicitor 29th Nov 1859
L^t 2862 in Cons. 19 Nov 1859

From the Chief Engineer 29th Nov 1859
L^t 2762 in Cons. 19 Nov 1859

Government Solicitor to
state his opinion as to the
possibility of holding the late
Colt. - St. Kinison's executors
responsible for certain loss
incurred -

N. 127 + 128.