M.R.O. 1—77,006—9-6-37.

(1) Number of pages 16

(2) Date of repair 8-11-38

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public Works **DEPARTMENT.**

Com 20-1-1860

G.O. No.	118	Press / Mis.
65-66 Dated	16-1-	1860.

Not to be folded or roughly handled

8/11/38

No. 65. Read the following letter from Lieutenant-Colonel J. H. BELL, Chief Engineer; to J. D. BOURDILLON, Esq., Secretary to Government, dated 21st November 1859, No. 7481.

With reference to Extract Minutes Consultation, No. 993, dated 26th May 1858, I have the honor to submit for the consideration and orders of Government the correspondence noted in the margin, relative to the defalcation of the brick and laterite contractors for the Sádiencúpum lock and kalingal.

1 Letter from Government Solicitor, No. 293, dated 8th March 1859.
1 Do. from District Engineer, Chingleput, No. 1351, dated 14th March 1859.
1 Do. from do. No. 1470, dated 12th April 1859.
1 Do. from do. No. 855, dated 17th September 1859.
1 Do. from Government Solicitor, No. 1556, dated 22nd September 1859.
1 Do. from District Engineer, Chingleput, No. 1184, dated 2nd November 1859.

2. Captain Moberly reports that he has examined the records of his office, and made enquiries on the subject, but as he is unable to furnish the information on the several points alluded to in paragraph 3 of the orders under reply, suggests that a reference be made to Captain Chambers who was the superintendent of the canal at the time the contracts, &c. were entered into. It also appears from the District Engineer's letter that according to the statement of the Magistrate, the case of the gumásta, who is said to have granted false receipts to the contractors, was never finally disposed of by the then Tásildár of Sídapet.

3. The Government Solicitor, who was consulted in this matter, states that after a careful consideration of the papers connected with it in personal communication with the District Engineer and the Collector of Madras, and also after a direct application to the parties concerned, he is satisfied that no legal proceedings can be instituted with the slightest hope of success, and he therefore advises that the amount of the defalcation Rupees 730-4-8 be written off to "profit and loss."

4. As there appears to be no other alternative but to follow the course recommended by Mr. Boyson, I have to request the authority of Government for writing off the amount due by the contractors in question.

No. 66. ORDER THEREON, 16th January 1860, No. 118.

Paragraph 1. In this letter, the Chief Engineer replies to the order of Government of the 26th May 1858 No. 993 respecting a loss of Rupees 730-4-8 sustained by the defalcation of the brick and laterite contractors for the Sádiencúpum lock and kalingal in the northern canal. The circumstances under which this loss had occurred are as follow.

2. In May 1854, a sum of Rupees 750 was advanced to one Vélâyuda Náick for supplying in two months time one lac of well bricks and four lacs of wall bricks. Subsequently the delivery was postponed to January 1855, and the number of well bricks reduced to half a lac. In December 1854, the contractor produced only half a lac of brick; (well and wall mixed) but on his promising to furnish the remainder within a month, Lieutenant Morgan the then Assistant Superintendent of the canal gave him a further advance of Rupees 200. In March 1855, the contractor produced a lac and a half more of bricks well and wall mixed. The entire supply having thus been only two lacs of bricks, Lieutenant Morgan requested the Collector of Madras, who held the contractor's security to recover the balance of the advance, and also the amount of penalty for the delay; and in reply the Collector referred Lieutenant Morgan to an answer from the contractor wherein he showed receipts from one Subia a maistri, and a peon for 3 lacs and more of bricks. That officer admitted having authorized the maistri and a Mr. Tidswell a European subordinate to grant receipts respectively for 55,000 and 1,36,000 bricks only; but all other receipts he pronounced to be false.

3. The laterite contractor Yégámbra Mudali received advances to the total amount of Rupees 1,100 for which it was stated he ought to have produced 4,693¾ cubic feet of stone. In January 1855, Lieutenant Morgan ordered the maistri Subia to give the contractor a receipt for the number of stones deposited, but Subia granted a receipt for the number of cubic feet tallying with the total advance. From a computation made in May following the quantity delivered was

found to be about 1,200 cubic feet short of Subia's measurement, while a subsequent measurement shewed only 3,327½ cubic feet. The contractor objected to both these measurements. Lieutenant Chambers the then Superintendent of the canal asked the Collector of Madras to assist him in recovering the balance of the advance from the surety of Yégámbra Mudali; but Mr. Cunliffe stated in reply that he found a difficulty in the matter from the security having been transferred by the late Civil Engineer of the 4th division Captain Collyer to another work engaged in by the same contractor.

4. The case came before Government only in February 1858. In their order of the 26th May following, the Government requested the Superintendent of the canal and the Collector of Madras, in communication with the Government Solicitor to demand the money formally from the contractors and their sureties, and to report the result. They also wished to be informed of the nature of the security taken in the case, the circumstances of the contractors and of their sureties at the time, and also when the contracts were given, and the result of the proceedings of the Magistrate to whom the gumásta who was said to have granted false receipts, appear to have been handed over.

Order 26th May 1858 No 993.

5. The Chief Engineer now replies to this order, sending up letters on the subject from the District Engineer of Chingleput and the Government Solicitor. Captain Moberly after examining the records of his office and making enquiries, expresses his inability to furnish the information required by Government; and in respect to the gumásta, he has learnt from the Magistrate that the case of that individual was never finally enquired into and disposed of by the then Tásildár of Sídapet. The Government Solicitor states that after a careful consideration of the papers and direct application to the debtors, and also after personal communication with Captain Moberly and Mr. Cunliffe, he is satisfied that no legal proceedings can now be instituted with any hope of success. He therefore advises that the amount be written off to profit and loss. Colonel Bell thinks there is no other alternative but to adopt this course.

6. It appears to the Government that there has been much neglect in this transaction on the part of Captain Morgan, and that he is much to blame, for advancing a further sum to Véláyuda Náick when he had so signally failed to work out his first advance, and for authorizing a gumásta to give receipts for articles supplied by both contractors. This will be pointed out by the Chief Engineer to Captain Morgan, now in charge of the Múdumaláy forest, and he will be called on to show cause why he should not be compelled to make good the loss which his conduct has entailed on Government.

7. The Government Solicitor having given his opinion that there is no hope of recovering the money from the parties concerned by legal process, the Government grant authority for the amount, viz., Rupees (730-4-8) seven hundred and thirty annas four and pice eight being written off to profit and loss.

(Signed) T. PYCROFT,
Chief Secretary.

3

Central Office
Fort St George
21 November 1859

No 7481

Public

From
The Chief Engineer
To
The Secretary to Government
Public Works Department

Enclosures 6.
1 Letter from Govt Solicitor No 253 dtd 8th March 1859.
1 Do from Dist Engr Chingleput No 1351 dtd 14th March 1859
1 Do from Do No 1490 dtd 12th April 1859
1 Do from Do No 855 dtd 14th Sept 1859.
1 Do from Govt Solicitor No 1556 dtd 22d Sept 1859.
1 Do from Dist Engr Chingleput No 1184 dtd 2d Novr 1859.

Sir,

With reference to Extract Minutes Consultation No 993 dated 21st May 1858, I have the honor to submit for the consideration and orders of Government the correspondence noted in the margin, relative to the defalcation of the brick and laterite Contractors for the Sádiráppuram Lock and Kalingal.

2. Captain Moberly reports that he has examined the records of his Office, and made enquiries on the subject, but as he is unable to furnish the

the information on the several points alluded to in para 3 of the orders under reply suggests that a reference be made to Captain Chambers who was the Superintendent of the Canal at the time the Contracts were entered into. It also appears from the District Engineers letter that according to the Statement of the Magistrate, the case of the Gurmashta, who is said to have granted false receipts to the Contractors, was never finally disposed of by the then Tahsildar of Kidapete.

3. The Government Solicitor, who was consulted in this matter, states that after a careful consideration of the papers connected with it in personal communication with the District Engineer and the Collector of Madras, and also after a direct application to the parties concerned, he is satisfied that no legal proceedings can be instituted with the slightest hope

hope of success, and he therefore advises that the amount of the defalcation Rupees 930-4-8 be written off to "Profit and loss".

4. As there appears to be no other alternative but to follow the Course recommended by Mr. Boycon, I have to request the authority of Government for writing off the amount due by the Contractors in question.--

Central Office of P.W.
Fort St. George
21 November 1859.

I have the honor to be,
Sir,
Your Most Obt. Servant
W. H. Bell Lieutt. Colonel
Chief Engineer.

Lieutt. Colo
Dy. Chief Engr. C.C.

To.
The Secretary to Government.
P.W.D.

P.W.D.

No. 118

Proceedings of the Madras Government
Under date the 16th January 1860
Read the following letter
from the Chief Engineer

Submits correspondence relative to the defalcation of the contractors for the Sadiem — Cuspynum Lock and Kalingal, and requests authority for writing off the amount due by them Rupees 730-4-8 to Profit and Loss-

Fort St. George Secretary's Office
Received 20th December 1859
No. 3839

To
The Secretary to Government
P.W.D.

Dated 21st November 1859
Rec'd 2nd December "
No. 118. 16th January 1860.
Madras Establishment
Sub-Collector's Office
Telephone Exchange

Referring to the deficiency of Pay Contractors for the Sadiem Cuspynum Lock and Kalingal, and requesting authority for writing off the amount due by them Rupees 730-4-8 to Profit and Loss.—

Para 1 In this letter, the Chief Engr. replies to the order of Govt. of the 26th May 1858 No. 993, respecting a loss of Rs. 730. 4. 8 sustained by the defalcation of the brick and earth Contractors for the Sadiem Cuspynum Lock and Kalingal in the Northern Canal. The circumstances under which this loss had occurred are as follows.

2. In May 1854, a sum

sum of Rs 750 was advanced to me Velayuda Nair for supplying in two months time one lac of well burnt & one lac of wall bricks. Subsequently the delivery was postponed to January 1855, and the number of wall bricks reduced to half a lac.

In December 1854, the Contractor produced only half a lac of brick Rs (well & wall mixed) but on his promising to furnish the remainder within a month, Lt Morgan the then Asst Supdt of the Canal granted a further advance of Rs 200. In March 1855 the Contractor produced a lac and half more of bricks well and wall mixed. The entire supply having thus been only two lacs of bricks,

Lieutenant

Lieutenant Morgan requested the Bab of Headman, who held the Contract bond, security to recover the balance of the advance, and also the amount of penalty for the delay; and in reply the Bab informed Lt Morgan to an answer from the Contractor, wherein he shows receipts from one Subbia a Maistry, and a Dean for three lacs and more of bricks. That Officer admitted having authorized the Maistry and a Mr Tidswell a European subordinate to grant receipts respectively for 55,000 and 1,36,000 bricks only; but all other receipts he pronounced to be false.

3. The Contractor Pégaundra Bundi received advances to the total amount of Rs 1100 for which it was stated he ought to have produced 4693¼ cubic feet of stone. In January 1855, Lt Morgan ordered

ordered the Maistre Subia to
give the contractor a receipt
for the number of stones
deposited, but Subia granted
a receipt for the number of
cubic feet tallying with the
total advance. Some
computation made on May
following, the quantity delivered
was found to be about
1,000 cubic feet short of
Subia's measurement, while
a subsequent measure-
ment showed only 332 7/12
cubic feet. The Contractor objected to both these measurements.
Lieutenant Chambers
the then Supt. of the
Canal asked the Coll.
of Madras to assist
him in recovering the ba-
lance of the advance from the surety
of Gégámbra Mudali;
but Mr. Cunliffe stated
in reply that he found
a difficulty in the
matter from the security

having

Order 26 May 1838 No 993

the late Lt. Supt. of the Canal
having been transferred by Captn.
Collyer to another work engaged
in by the same Contractor.—

4 The case came before
Govt only in February 1838. In
their order of the 26 May following
the Govt requested the Supt. of the
Canal and the Coll. of Madras
in communication with the
Govt Solicitor to demand
the money formally from the
Contractors and their sure-
ties, and to report the result.
They also wished to be
informed of the nature
of the security taken in the
case, the circumstances of
the Contractors and of their
sureties at the time, and
also when the contracts
were given, and the result
of the proceedings of the
Magistrate to whom the
Gumáshta who was said
to have granted false re-
ceipts, appeared to have
been handed over.

The

5. The Chief Engr. now replies to this order, sending up letters on the subject from the Dist. Engr. of Chinglepút and the Govt. Solicitor. Captain Moberly after examining the records of his office and making enquiries, expresses his inability to furnish the information required by Govt; and in respect to the Gumásta, he has learnt from the Magistrate that the case of that individual was never finally enquired into and disposed of by the then Tásildár of Sidapet. The Govt. Solicitor states that after a careful consideration of the papers and direct application to the debtors, and also after personal communication with Captn. Moberly and Mr. Cunliffe, he is satisfied that no legal

legal proceedings can now be instituted with any hope of success. He therefore advises that the amount be written off to Profit and Loss. Col Bell thinks there is no other alternative but to adopt this course.

6 It appears to the Govt that there has been much neglect in this transaction on the part of Captn. Morgan, and that he is much to blame, in for advancing a further sum to Vélayuda Naick when he had so signally failed to work out his first advance, ~~for making large advances to Bégámbra Gundu without adequate security~~, and ~~also still more~~ for authorizing a Gumásta to give receipts for articles supplied by ~~to~~ the contractors. This will be pointed out by the Chief Engr. to Captn. Morgan, now in

in charge of the Anúdumalay
forest, and he will be
called on to shew cause
why he should not be
compelled to make good
the loss which his conduct
has entailed on Govt.

7. The Govt Solicitor
having given his opinion
that there is no hope of
recovering the money from
the parties concerned by
legal process, the Govt
grant authority for the
amount, viz Rs (730. 4. 8)
Seven hundred and thirty
annas four and pies eight
being written off to Profit
and Loss.

JJ

10 Copies to the Chief Cus & Distd 17th
with 16 Encls
1 — a — a Accountant Genl
9 — a — a Genl Audr

cb 1 Jany 88 R 11th

Cons: 1st June 1858 Nos 11-12.

Public Works 1860 Deptt.
Pro: of Govt. 20: January.

No. 118.

Pro: of the Madras Govt.
D/ 16th January 1860.

From the Chief Engineer D/ 17 Feb/860
Ct. No 457 in Cons.

Writing off Rs. 30-4-8
being the loss sustained by
the defalcation of the brick and
laterite Contractors for the
Cadjencicum Locks and
Kalingal in the Northern
Canal.

Nos 65 & 66.