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Public Works Department

Original G. O. No. 1507 D/ 9-8-38

B. No. 159-163

Proceedings of the Madras Government, Public Works Department, 9th August 1861.

Read the following papers:—

No. 159. From G. WILLIAMS, Esq., to J. D. SIM, Esq., Secretary to Government, dated Madras, 21st June 1861.

SIR,

I have the honor to enclose a Petition, which I beg you will kindly do me the favor of submitting to Government.

Petition from Mr. G. WILLIAMS, to His Excellency Sir WILLIAM THOMAS DENISON, K.C.B., Governor of Fort Saint George, dated Madras, 21st June 1861:—

The humble Petition of Godlieb Williams, inhabitant of Madras.

MOST RESPECTFULLY SHOWETH,

1. That your Petitioner, in the year 1859, entered into a contract jointly with one Mr. Law, to build a verandah to the King's Barracks in the Fort; that the work was intercepted before the expiry of the prescribed time for the fulfilment of the contract by the Garrison Engineer for the time being, with whom the agreement was made; and that a claim was preferred on behalf of Government against the Contractors, through the Government Solicitor, for refund of money alleged to be the unappropriated balance at the time when the work was put a stop to of sums advanced on the contract, after deducting the value of work rendered, according to the Garrison Engineer's estimate.

2. That the Contractors being unwilling to enter into any dispute with the higher authorities, quietly furnished their accounts to the Government Solicitor, showing that money was due to them on the part of Government; that after a deal of correspondence, it was at length agreed that the differences between them and the Garrison Engineer should be referred to arbitration; that the case so submitted was decided by the arbitrators in favor of the Contractors, to whom the payment of a certain amount in addition to the money drawn in advance was awarded by the arbitrators.

3. That the Contractors have never had an opportunity of knowing the complaint that was made against them to Government with reference to the contract being taken out of their hands; but the papers produced before the arbitration by the Garrison Engineeer in his own justification, contained the official document on which the Government were induced to place the matter in the hands of the Government Solicitor with instructions to sue the Contractors. That the Garrison Engineer appears to have represented to Government that the contractors abused their trust and the confidence placed in them as men of character and respectability, in having culpably neglected their work and misappropriated the money advanced to them on account of their contract.

Paragraph 2. *****. In accepting Mr. Williams' resignation, the Governor in Council however thinks it but just "to bear testimony to the zeal and energy which he has "exhibited in the discharge of his duties, and to state that "his retirement from the Forest Department involves no "reflection on his character, and will prove no bar to his "re-employment in the public service, on occasion occurring, in any capacity for which he may be qualified."

4. That your Petitioner feels naturally anxious to have this record against him rescinded, he having been in the service of the State formerly, and still depending upon Government for an appointment in fulfilment of the promise held out to him in the Minute of the Governor in Council, dated 27th July 1858, Revenue Department No. 1,039, Extract from which is given in the margin.

5. That while your Petitioner continued under the imputation of having misappropriated the money of Government, he was not at liberty to leave Madras for employment elsewhere; neither could he entertain the hope of receiving an appointment from Government. It was necessary therefore to clear himself from this charge; and that this has been done, will appear from the award* of the arbitrators who were appointed to investigate the matter.

* Dated 12th April 1861.

6. That your Petitioner humbly craves this act of consideration and justice from Government, and prays that the record against him may be removed, and as in duty bound your Petitioner shall ever pray.

No. 160. Official Memorandum from Lieutenant-Colonel W. I. BIRDWOOD, Deputy Chief Engineer, in charge of Central Office of Public Works, to C. G. MASTER, Esq., Deputy Secretary to Government, dated Chepauk, 5th July 1861, No. 2,397.

The Officiating Chief Engineer has the honor to inform the Deputy Secretary to Government, in reply to his Official, No. 227, 27th June 1861, that he has not received the award of the Arbitrators, Messrs. Cammiade and Kennedy, in the matter of the contract of Messrs. Law and Williams, for "erecting the European Barracks in the Fort." The Officiating Chief Engineer has, however, written to the Government Solicitor for the same, and when received it shall be forwarded to Government.

(Signed) W. I. BIRDWOOD, Lieut.-Colonel,
Deputy Chief Engineer in charge of Central Office of Public Works.

No. 161. From Lieutenant-Colonel W. I. BIRDWOOD, Deputy Chief Engineer, in charge of Central Office of Public Works, to J. D. SIM Esq., Secretary to Government, dated Chepauk, 15th July 1861, No. 2,686.

SIR,

1 Bond.
1 Award.

In compliance with your Memorandum of the 27th ultimo, No. 227, I have now the honor to forward the Bond and Award of the Arbitrators in the case between Government and Messrs. Law and Williams.

TO ALL TO WHOM THESE PRESENTS SHALL COME—WE ROBERT KENNEDY, of the Adyar near Madras, Esquire, Civil Engineer, and AIME CAMMIADE of Madras aforesaid, Merchant, SEVERALLY and RESPECTIVELY SEND GREETING—WHEREAS John Law and Godlieb Williams, respectively of Madras aforesaid; by a Bond dated the twenty-third day of March one thousand eight hundred and sixty-one, under their respective hands and seals became bound to the Right Honorable the Secretary of State for India in Council, in the penal sum of seven thousand Company's Rupees, and the said Secretary of State by another Bond, dated the sixteenth day of March one thousand eight hundred and sixty-one, became bound to the said John Law and Godlieb Williams in the like penal sum of seven thousand Company's Rupees, with conditions written under the same several Bonds that the matters in difference between the said parties should be referred to the award, order, arbitrament, judgment, and determination of us the said Robert Kennedy and Aime Cammiade, with liberty to us to appoint an umpire, so as we the said arbitrators, should make our award in writing of and concerning the matters referred to us, ready to be delivered to the said parties or such of them as should desire the same on or before the sixth day of April then next, or on or before such other day, not beyond the thirteenth day of April then next as we the said arbitrators should by writing under our hands from time to time endorse on the said Bonds, AND WHEREAS by an endorsement made upon the said two several Bonds under our respective hands, and bearing date the sixth day of April one thousand eight hundred and sixty-one, and under and by virtue of the power to us given for that purpose in and by the said hereinbefore recited Bonds, we did appoint, extend, and enlarge the time for making our said award until the thirteenth day of April one thousand eight hundred and sixty-one,—NOW KNOW YE that we the said Robert Kennedy and Aime Cammiade, in pursuance of the said reference having heard, examined, and considered the evidence given and allegations made by and on behalf of the said parties touching and relating to the matters in difference between them do award, order, adjudge, find, and determine of and upon the premises in manner following, that is to say, first, we do award and order that the said Secretary of State, his successors or assigns, do pay to the said John Law and Godlieb Williams their Executors or Administrators, on the nineteenth day of April one thousand eight hundred and sixty-one, the sum of eight hundred and six Company's Rupees, two Annas and five Pice of lawful money of Madras. And we do further order and award that all costs, charges, and expenses, as well of preparing the said Deeds of submission, and all costs, charges and expenses, incidental thereto and to the inquiry before us, and the charges of making this our award, shall be borne and paid by the said Secretary of State and the said John Law and Godlieb Williams in equal moieties. IN WITNESS WHEREOF, we the said Robert Kennedy and Aime Cammiade, have hereunto set our respective hands this twelfth day of April one thousand eight hundred and sixty-one.

R. KENNEDY.
A. CAMMIADE.

Signed and published in the presence of,
J. L. PEREIRA.

Proceedings of the Madras Government, Public Works Department, 9th August 1861.

No. 162. From G. WILLIAMS, Esq., to J. D. SIM, Esq., Secretary to Government, dated Madras, 19th July 1861.

SIR,

I have the honor to send herewith copy of the Award, referred to in the 5th paragraph of my Memorial to the Right Honorable the Governor in Council, under date 21st June 1861, having through inadvertence omitted sending the same with the Memorial, and beg you will be so good as to submit the papers together for consideration.

No. 163. ORDER THEREON, 9th August 1861, No. 1,507.

1. In June 1859 Messrs. Law and Williams entered into a contract with Government for constructing verandahs to the European Barracks in the Fort at a cost of Rupees 42,200. The contract was guaranteed by Messrs. Atkinson and Williamson. Advances to the amount of Rupees 20,000 and odd were made to the Contractors to enable them to proceed vigorously with the work. Notwithstanding this aid there was much delay in the prosecution of the work; and after due and sufficient warning both to the Contractors and their sureties, the work was taken out of the hands of the former, agreeably to one of the conditions of the Contract.

Proceedings of Government, 14th December 1859, No. 2,899.

2. At this time the work already performed by the Contractors was roughly estimated at Rupees 3,500 which, together with the value of the timber purchased by them, viz., Rupees 13,072 and then in the Garrison Engineer's custody, amounted to Rupees 16,572-9-7, leaving a balance of Rupees 3,500 due by the Contractors which the Government Solicitor was directed in communication with the Chief Engineer to recover by legal process.

3. The matter was at last referred to the arbitration of Mr. Cammiade on the part of the Contractors, and of Mr. Kennedy on behalf of Government.

Proceedings of Government 16th August 1860, No. 1,737, Public Works Department.

4. Further delay, however, took place as reported by the Government Solicitor in connection with the refusal of the sureties to be parties to the reference. It was ultimately arranged that the arbitration should be as between Messrs. Law and Williams only (as principals) and the Government, "reserving for future consideration the rights of Government as against "Messrs. Williamson and Atkinson (the sureties), and the necessary measures at the proper "time for asserting and enforcing such rights."

G. O. 26th March 1861, No 604, in Public Works Department.

5. The papers recorded above supply the details of the final result attained.

6. The arbitrators' award, which is dated 12th April last, decides that the Government shall pay to the Contractors the sum of Rupees 806-2-5, and shall be also liable for all the expenses connected with the arbitration.

7. This award was forwarded by the Chief Engineer with his letter of 15th July, No. 2,686, but without any remark; and from Colonel Birdwood's Memorandum of 5th July, No. 2,397, it appears that up to that date it had not been received in the Central Office.

8. The Government therefore are left in the dark as to the causes which led to this decision; and no explanation has been afforded why it has been kept back for more than three months. The Chief Engineer will now supply the omission. He will also state whether the money has been paid to Messrs. Law and Williams.

9. In his Memorial which forms the first paper recorded above, Mr. Williams protests against the Garrison Engineer's original representation to Government, "that the Contractors "abused their trust and the confidence placed in them as men of character and respectability, in "having culpably neglected their work, and misappropriated the money advanced to them on "account of their contract," and solicits that the award having been given in the Contractor's favor, the imputation against him may be removed.

10. The Government do not find in any of the papers bearing on the transaction that any charge of misappropriation of the public money was ever made against Mr. Williams. The award having been given in favor of the Contractor is of itself evidence that there is no ground for imputing bad faith to either of them. Mr. Williams complaint on this head will be particularly noticed by Colonel Horsley.

(Signed) J. D. SIM,
Secretary to Government.

In this letter Col. Hawley furnishes the explanation and information called for in G.O. 9 August last No. 1507, relative to the award in Messrs Law & Williams case.

The delay in reporting the decision of the Arbitrators arose, it appears, from the Chief Engineer being under the impression that the Government Solicitor would have made the necessary communication to Govt.

The amount of the award viz. Rs. 806-2-5, was apparently paid to the contractors, through Mr Boyton, in April last, a few days after the award was made.

*on 3745-12-5 17 Dec/. 2 of letter under review

As to the causes which led to the decision under which the Govt instead of receiving Rs. 3500, balance stated to be due by the contractors were required to pay an additional sum as specified above, the Chief Engineer explains that the Arbitrators instead of adhering to the rates specified in the Contract, estimated the work performed by Messrs Law & Williams at the rates current

in ~~April 1861~~ November 1860, six months after the contract was executed.

Col. Forster's letter of the 15th ult. No 12180 states that "since after the Contract was made the prices of nearly all descriptions of building materials indeed rose from 15 to 25 per cent" and that "the allowance granted by the award is not more than the fair market value of the work done, and the fair market value of the materials &c. taken over by Govt."

In his report referred to in p. 4 of the Chief Engineer's letter, Capt: Rawlins considered that the award was "neither equitable nor legal". He allows that prices rose suddenly shortly after the execution of the contract, but ~~does not~~ fails to perceive how the Arbitrators were thereby justified in ignoring the palpable breach of their contract on the part of the Pr. Law Williams, abundant proof of which had been tendered by him in the course of the enquiry. The Chief Engineer has in his letter to Mr Bryson alluded to above expressed doubts as to the justice of taking subsequently

enhanced rates as the standard of comparison.

The award having been ~~now~~ made, there can be no use now in agitating the question as far as the propriety of the Arbitrators' decision is concerned. The only point upon which the decision of Govt is ~~not~~ required, is that referred to in paras 9 & 10 of the order of 9 August last, and to which paras 8 and 9 of the Chief Engineer's letter ~~of~~ under review furnish a reply. Mr Williams had protested against certain statements alleged to have been made by the Garrison Engineer, & which affected his character; the Govt observed that they did not find in any of the papers bearing on the transaction "that any charge of misappropriation of the Public money was ever made against Mr Williams" and that the fact of the Arbitrators' award having been given in favor of the Contractors shewed that there was no ground for imputing bad faith to either of them.

It now appears that in the "case" made out by Capt Rawlins for the Govt Solicitor, he had expressed his belief that the advances made had been "appropriated by the Contractors to other purposes"

* No. 1507.

This part of the order appears to have been inadvertently omitted. It had been erased by the Members of Govt.*
This is being enquired into
S.D.S.

As far as "culpable neglect" of work is concerned, the Govt may perhaps consider that the "case" & accompanying papers bear out the charge which Mr Williams believes to have been made against him: but there are hardly sufficient grounds for formally imputing "misappropriation" of the money advanced, whatever suspicion may attach to their unsatisfactory proceedings of the Contractor.

C.J.C.
5/10/60

Mesrs Lumsden & Williams
Contract case

N.B. Mr Williams's object is to have his character cleared with the view of being re-employed at some future time in the Service of Govt.

J.D.L

There can be no grounds for allowing Mr Williams's petition.

Mr Coddington
Mr Williams

92

To
His Excellency
Sir William Denison.
Governor of Fort St George

The humble Petition of Godlieb Williams, inhabitant of Madras.

Most respectfully Sheweth.

That your Petitioner, in the year 1859. entered into a Contract jointly with one Mr. Law to build a Verandah to the Kings Barracks in the Fort — That the work was intercepted before the expiry of the prescribed time for the fulfilment of the Contract, by the Garrison Engineer for the time being; with whom the agreement was made, and that a claim was preferred on behalf of Government, against the Contractors, thro' the Government Solicitor, for refund of money alleged to be the unappropriated balance, at the time when the work was put a stop to, of sums advanced on the Contract, after deducting the value of work rendered, according to the Garrison Engineers Estimate.

2. That the Contractors being unwilling to enter into any dispute with the higher authorities, quietly furnished their Accounts to the Government Solicitor showing that money was due to them on the part of Government — That after a deal of correspondence, it was at length agreed that the differences between them and the Garrison Engineer should be referred to Arbitration — That the case so submitted was decided by the Arbitrators in favor of the Contractors, to whom

the

the payment of a certain amount in addition to the money drawn in advance, was awarded by the Arbitrators.

3. That the Contractors have never had an opportunity of knowing the complaint that was made against them to Government with reference to the Contract being taken out of their hands, but the papers produced before the arbitration by the Garrison Engineer in his own justification, contained the official document on which the Government were induced to place the matter in the hands of the Government Solicitor with instructions to sue the Contractors — That the Garrison Engineer appears to have represented to Government that the Contractors abused their trust and the confidence placed in them as men of character and respectability, in having culpably neglected their work and misappropriated the money advanced to them on account of their Contract —

4. That your Petitioner feels naturally anxious to have this record against him rescinded; he having been in the service of the State formerly — and still depending upon Government for an appointment in fulfilment of the promise held out to him in the Minute of the Governor in Council dated 27th July 1858 — Revenue Department No 1039 — extract from which is given in the Margin ———

5. That while your Petitioner continued under the imputation of having misappropriated the money of Government

"on occasion occurring, in any capacity
"for which he may be qualified" —

Government, he was not at liberty to leave Madras for employment elsewhere; neither could he entertain the hope of receiving an appointment from Government — It was necessary therefore to clear himself from this charge; and that this has been done, will appear from the Award of the Arbitrators who were appointed to investigate the matter.

6. That your Petitioner humbly craves this act of consideration and justice from Government and prays that the record against him may be removed.

And as in duty bound
your Petitioner shall
ever pray.

Madras
21st June 1861.

J. Williams

Para 2 - ***** "In accepting Mr. "Williams' resignation, the Governor in "Council however thinks it but just to "bear testimony to the zeal and energy "which he has exhibited in the discharge "of his duties, and to state that his retirement "from the Forest Department involves no "reflection on his character and will prove no "bar to his re-employment in the public service, or

* date 12th April 1861

13R

Read the following papers:—

Madras 21st June 1861.

To

J. D. Sim Esqr.

Secretary to Government

Revenue Department

Sir,

I have the honor to enclose a Petition which I beg you will kindly do me the favor of submitting to Government.

I have the honor to be

Sir

Your most obedt Servt

G. Wilson

Central Office of Works
Chelsea
5th July 1861

No 2397

Official Memo.

The Officiating Chief Engineer has the honor to inform the Deputy Secretary to Government, in reply to his Official No 2274 27th June 1861, that he has not received the award of the arbitrators Messrs Cammiade and Kennedy, in the matter of the Contract of Messrs Law and Williams for "erecting the European Barracks in the Fort." The Officiating Chief Engineer has however written to the Government Solicitor for the same, and when received, it shall be forwarded to Government.

Lieut. R.E.
Dy Chief Engr in charge of the Central Office of Works

To
C.S.C. Masters Esqre
Dy Secy to Govt.

Ex. Rajpore

R No 25 Army 1858 No 19 @ 22.
" " 27 July " " 60 66
Pos. 4th Serc 59 " 48 49
" 16 Engrs 60 " 144 145
" 21 Guards 61 " 402 403

No 9 1861 Of Secretary to Govt. for Punjab No 1391.

From C. Williams and Co Contractors Shahdadpur to Secretary to Govt. Punjab

Dated 21st June 1861.
Rec'd 2nd July "

Enclosed 2 Copies of Petition to the Governor General in Council

No 1507 9th Aug.

Rec'd 27th July 1861 Co Rajpore

No 1507.

Encl. 3 Copies

6-1-

To all to whom these presents shall come, We Robert Kennedy of the Adyar near Madras Esquire Civil Engineer and Aime Cammiade of Madras aforesaid Merchant Severally and respectively send Greeting Whereas John Law and Godlieb Williams respectively of Madras aforesaid by a Bond dated the Twenty third day of March One thousand Eight hundred and Sixty one under their respective hands and seals became bound to The Right Honorable The Secretary of State for India in Council in the penal sum of Seven Thousand Company's Rupees and the said Secretary of State by another Bond dated the Sixteenth day of March One thousand Eight hundred and Sixty one became bound to the said John Law and Godlieb Williams in the like penal sum of Seven Thousand Company's Rupees with conditions written under the same several Bonds that the matters in difference between the said parties should be referred to the award order arbitrament judgement & determination of us the said Robert Kennedy and Aime Cammiade with liberty to us to appoint an Umpire, so as we the said Arbitrators, should make our award in writing of and concerning the matters referred to us ready to be delivered to the said parties or such of them as should desire the same on or before the Sixth day of April then next or on or before such other day not beyond the Thirteenth day of April then next as we the said Arbitrators should by writing under our hands from time to time Endorse on the said Bonds. And whereas by an Endorsement made upon the said two several Bonds under our respective hands and bearing date the Sixth day of April One thousand Eight hundred and Sixty one and under and by virtue of the power to us given for that purpose in and by the said hereinbefore recited Bonds we did appoint Extend and Enlarge the time for making our said award until the Thirteenth day of April One thousand Eight hundred and Sixty one. Now know ye that we the said Robert Kennedy and Aime Cammiade in pursuance of the said reference having heard Examined and considered the

1861 Dec. 16
No. 1 Part Inventory
No. 1528.

Exd. 15th Aug. 1866.

No. 1507. Dated Aug. 6

the Evidence given and Allegations made by and on behalf of the said parties touching and relating to the matters in difference between them do award order adjudge & finish and determine of and upon the premises in manner following that is to say First we do award and order that the said Secretary of State his Successors or Assigns do pay to the said John Lane and Godfrey Williams Executors or administrators on the thirteenth day of April one thousand eight hundred and sixty one the sum of Eight hundred and Six Company's Rupees two Annas and five pice of lawful money of Madras And we do further order and award that all costs charges and Expenses as well of preparing the said Deeds of Submission and all costs charges and Expenses incidental thereto and to the Enquiry before us and the charges of making this our award shall be borne and paid by the said Secretary of State and the said John Lane and Godfrey Williams in Equal moieties In witness whereof we the said Robert Kennedy and Anne Cammiade have hereunto set our respective hands this twelvth day of April One Thousand Eight hundred and sixty one

Signed and published in the presence of.

H Pereira

R Kennedy

A Cammiade

Know all Men by these presents that **We John Law** residing on the Mount Road within the local limits of Madras Architect and **Godlieb Williams** residing at Egmore ~~o o o~~ within the said local limits are held and firmly bound to **The Right Honorable The Secretary of State for India in Council** in the sum of **Seven thousand** ~~o o~~ Company's Rupees of lawful money of Madras to be paid to the said Secretary of State or to his certain Attorney Successors or assigns For which payment to be well and truly made **We** bind ourselves and each of us and the heirs Executors administrators and assigns of us and of each of us jointly and severally firmly by these presents Sealed with our respective seals. Dated this twenty third day of March one thousand eight hundred and Sixty one.

Whereas by a Deed Poll or Instrument in writing bearing date the Thirtieth of June one thousand eight hundred and fifty nine and under the several and respective hands and seals as well of the said John Law and Godlieb Williams as of Henry William Rawlins then holding the appointment of Garrison Engineer at Fort Saint George and acting therein for and on behalf of the said Secretary of State the said John Law and Godlieb Williams for the consideration therein mentioned agreed and covenanted with the said Henry William Rawlins as such Garrison Engineer as aforesaid to build execute and construct with good materials and in the best workmanlike manner a ~~Verandah to the Lower~~ and upper stories of the South East and part of the West sides of the European Barracks in Fort Saint George according to the plan and estimate to the now recited Deed Poll attached upon the terms and conditions and within the time and under and subject to the provisions and stipulations in the now recited Deed Poll mentioned and contained. **and whereas** by a memorandum in writing bearing date the said month of June one thousand eight hundred and fifty nine and endorsed on the said de

Garrison Engr.
M-B-9.
3/[illegible]

Bond

19/Mar/61

Poll and under the respective hands of Thomas Williamson and Edward Atkinson the said Thomas Williamson and Edward Atkinson became securities in the sum of Five thousand Company's Rupees for the due fulfilment by the said John Law and Godlieb Williams of the contract contained in the said Deed Poll. And likewise agreed to execute any further or more legal Bond when called on to do so by the Garrison Engineer of Fort Saint George for the time being - **and whereas** it was provided amongst other things per and by the said Deed Poll that in the event of any delay on the part of the said John Law and Godlieb Williams in the commencement progress or completion of the works in the said Deed Poll mentioned and referred to within the time specified in the said Deed Poll or in default by them the said John Law and Godlieb Williams to employ a sufficient number of qualified work people approved by the said Garrison Engineer or in the use of inferior materials it would be optional with the said Garrison Engineer for the time being peremptorily to take away the further execution of the said works from the said John Law and Godlieb Williams and to finish them at the expense of the said Secretary of state for India in Council or at the expense of the said John Law and Godlieb Williams which ever the said Garrison Engineer might think proper - **and whereas** on the Sixteenth day of November one thousand eight hundred and fifty nine the said Henry William Rawlins as such Garrison Engineer as aforesaid took away the further execution of the said works from the said John Law and Godlieb Williams - **and whereas** the said Henry William Rawlins as such Garrison Engineer as aforesaid and for and on behalf of the said Secretary of State advanced to the said John Law and Godlieb Williams for and on respect of the work to be done by them under and by virtue of the terms and provisions of the said Deed Poll divers sums of money amounting in the aggregate to the sum of Twenty thousand two hundred and two Company's Rupees nine annas and seven pice as they the said John Law and Godlieb Williams do hereby respectively admit and acknowledge - **and whereas** the said John Law and Godlieb Williams have done certain portions of the work stipulated and provided for in and by the said Deed Poll and the plan and estimate thereto attached - **and whereas** the said Henry William Rawlins as such Garrison Engineer as aforesaid and for and on behalf of the said Secretary of State took possession of sundry building and other materials provided by them the said John Law and Godlieb Williams for the purpose of being used upon and in connection with the said works but not in fact so used - **and whereas** the said Henry William Rawlins as such Garrison Engineer as aforesaid and for and on behalf of the said Secretary of State hath prepared an account shewing that the value of the work done by the said John Law and Godlieb Williams under and by virtue of the said Deed Poll and according to the rates and prices mentioned and contained in the said estimate amounts to the sum of Two thousand four hundred and ninety eight company's Rupees and ten annas and that the value of the building and other materials so taken possession of by the said Henry William Rawlins as aforesaid amounts to the sum of Thirteen thousand Nine hundred and fifty eight company's Rupees three annas and two pice - **and whereas** the said Secretary of State has claimed repayment from the said John Law and Godlieb Williams of the sum of Three thousand seven hundred and forty five company's Rupees twelve annas and five pice alleged to be the balance of the said aggregate of the said sums of money so advanced by the said Henry William Rawlins as such Garrison Engineer as aforesaid to the said John Law and Godlieb Williams as aforesaid after deducting therefrom the sum of Sixteen thousand four hundred and fifty six company's Rupees thirteen annas and two pice alleged to be the aggregate of the value according to the rates and prices mentioned and contained in the said estimate of the work done by the said John Law and Godlieb Williams under the said Deed Poll as hereinbefore recited and the value of the building and other materials so taken possession of by the said Henry William Rawlins as such Garrison Engineer as aforesaid - **and whereas** the said John Law and Godlieb Williams contend that the said Henry William Rawlins as such Garrison Engineer as aforesaid was not justified or warranted in taking away the further execution of the said works from the said John Law and Godlieb Williams as aforesaid and likewise dispute the accuracy of the said valuation of the work done by the said John Law and Godlieb Williams under the said Deed Poll and the accuracy of the said valuation of the said building and other materials so taken possession of by the said Henry William Rawlins as aforesaid - **and whereas** for the purpose of putting an end to all such disputes and differences as aforesaid and to all other disputes and differences now existing between them they the said John Law and Godlieb Williams and the said Secretary of State have agreed to refer the

John Law and Godlieb Williams do hereby

and each and all and every of them so far as regards them the said John Law and Godlieb Williams and the said Secretary of State to the consideration Judgment arbitrament and final award of **Robert w Hennedy** of madras aforesaid Esquire Civil Engineer and **Aime Cammiade** of madras aforesaid Esquire merchant as Arbitrators with liberty to the said Arbitrators to appoint choose and name an umpire. **and whereas** it hath been agreed that this Submission shall or may be made a Rule of Her Majesty's Supreme Court of Judicature at madras and it has been further agreed that all Books accounts papers memoranda and writings whatsoever relating to the matters in dispute and in the possession custody power or control of the said John Law and Godlieb Williams and the said Secretary of State or any or either of them shall be produced before the said Referees or their umpire and that the witnesses as well of them the said John Law and Godlieb Williams as of the said Secretary of State shall or may be examined on oath by the said Referees or their umpire as aforesaid touching the matters in difference between the said parties which are hereby referred and that the costs charges and expenses as well of preparing and executing these presents as of the reference hereby intended to be made and all costs charges and expences incidental or relating thereto respectively shall be in the discretion of the said Referees or the said umpire to be elected as aforesaid who shall in their or his award or umpirage order and direct by which of the said parties or in what proportion between them the same shall be borne and when paid. And it is also hereby agreed that the submission hereby made shall not be defeated or affected by the death of the said parties or any of them pending the same but shall or may be proceeded in and the matters in difference determined in the same manner as if the award of the said Arbitrators had been made and delivered in the life time of the party or parties so dying and the Executor or Administrator or other the personal representative of the party or parties so dying shall be and be deemed and considered to be to all intents and purposes a party or parties to the reference or submission hereby made any Rule of Law or Equity to the contrary notwithstanding. **Now the Condition** of the above written Bond or obligation is such that if the above bounden John Law and Godlieb William[illegible] their heirs Executors administrators and personal representatives on their part and behalf shall in all things well and truly

truly stand to obey abide by perform fulfil and keep the award order arbitrament Judgment and final determination of the said Robert Hennedy and Aime Cammiade and which said Arbitrators are indifferently elected and named as well on the part and behalf of the above bounden John Law and Godlieb Williams as the above named Secretary of State to award order arbitrate Judge and determine of and concerning the several matters in question hereby referred so as the said award be made in writing under the hands of the said Robert Hennedy and Aime Cammiade and ready to be delivered to the said parties in difference or to such of them as shall desire the same on or before the 25th day of April next or on or before such other day not beyond the Thirteenth day of April next as the said Arbitrators shall by writing under their hands to be indorsed on these presents from time to time appoint and in case the said parties in difference or either of them shall then be dead so as such award shall then be ready to be delivered to the Executors Administrators or personal representatives of such party or parties deceased. And in case the said Arbitrators shall not make such award of and concerning the premises hereby referred within the time limited as aforesaid then if the above bounden John Law and Godlieb Williams their heirs Executors or administrators shall in all things well and truly stand to obey abide by perform fulfil and keep the award order umpirage Judgment and final determination of such other person as they the said Arbitrators shall by writing under their hands to be indorsed on these presents before proceeding with the said Arbitration indifferently nominate elect and appoint as umpire in and concerning the premises so as the said umpire do make and set down his award and umpirage in writing under his hand and ready to be delivered to the parties in difference or to such of them as shall desire the same on or before the Twenty Seventh day of April next Or in case the said parties in difference or either of them shall then be dead so as such award shall then be ready to be delivered to the Executors administrators or personal representatives of such deceased party then the above written obligation shall be void and of no effect but otherwise the same shall be and remain in full force and virtue. And the said John Law and Godlieb Williams do hereby

hereby consent and agree that this Submission shall or may be made a Rule of Her majestys Supreme Court of Judicature at madras at the instance of the said Secretary of State his successors or assigns and that in case of any motion to set aside the award to be made by the said Arbitrators or umpire it shall be lawful for the Court to remit the matters hereby referred or any of them to the reconsideration and determination of them the said Arbitrators or umpire And it is hereby provided that the said Arbitrators or umpire respectively shall have power to examine the parties and their witnesses to be produced on the said reference on oath or affirmation and call for Books accounts and papers in the possession or power of any or either of the said parties.

Signed Sealed and Delivered by the above named John Law and Gabriel Williams at Madras aforesaid in the presence of -

J. Law

G. Williams

L. R. Boyston
of Madras Solr.

We the above named Robert Kennedy and Aime Commeade Do hereby nominate and appoint **Henry Alcock Fletcher** of madras Esquire agent and manager for the madras Railway Company to be the umpire between us in the matters above referred, on condition that he do within seven days from the date hereof by some writing under his hand, accept the umpirage. As witness our hands this twenty third - day of march one thousand eight hundred and Sixty one.

Witness to the signature of the above named Robert Kennedy }

L. R. Boyston

A. Kennedy

A. Commeade

Witness to the signature of the above named Aime Commeade }

L. R. Boyston

I hereby accept the umpirage above mentioned. As witness my hand this day of march one thousand eight hundred and Sixty one.

Witness to the signature of the above named Henry Alcock Fletcher }

We the undersigned Arbitrators by virtue of the Power to us given for this purpose do hereby appoint extend and enlarge the time for making our award until the thirteenth day of April one thousand eight hundred and Sixty one on or before which said day our award in writing of and concerning the within matters in difference above mentioned and referred to us shall be made and published. In witness whereof we have set our hands this Sixth - day of April one thousand eight hundred and Sixty one.

Witness to the Signature of the said Robert Kennedy }

Witness
Namasevaya Pillay

Witness to the Signature of the said Aime Commeade }

L. J. Pereira

A. Kennedy

A. Commeade

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To all to whom these presents shall come we Robert Kennedy of the Adyar near Madras Esquire Civil Engineer and Anne Cammiade of Madras aforesaid Merchant severally and respectively send greeting — Whereas John Law and Godlieb Williams respectively of Madras aforesaid by a Bond dated the Twenty third day of March One thousand Eight hundred and Sixty one under their respective hands and seals became bound to the Right Honorable the Secretary of State for India in Council in the penal sum of Seven thousand Company's Rupees and the said Secretary of State by another Bond dated the 16th day of March One thousand Eight hundred and Sixty one became bound to the said John Law and Godlieb Williams in the like penal sum of Seven thousand Company's Rupees with conditions written under the same several Bonds that the matters in difference between the said parties should be referred to the award order arbitrament judgment and determination of us the said Robert Kennedy and Anne Cammiade with liberty to us to appoint an Umpire so as we the said Arbitrators should make our award in writing of and concerning the matters referred to us ready to be delivered to the said parties or such of them as should desire the same on or before the sixth day of April then next or on or before such other day not beyond the thirteenth day of April then next as we the said Arbitrators should by writing under our hands from time to time endorse on the said Bonds and Whereas by an Endorsement made upon the said two several Bonds under our respective hands and bearing date the sixth day of April One thousand Eight hundred and Sixty one and under and by virtue of the power to us given for that purpose in and by the said hereinbefore recited Bonds we did appoint extend and enlarge the time for making our said Award until the thirteenth day of April One thousand Eight hundred and Sixty one Now Know Ye that we the said Robert

Kennedy

Dated 23 March 1861

John Law and Anr.
to
The Right Honorable
The Secretary of State
for India in Council

Bond
of Submission to Arbitration

M/620/61.

Kennedy and Anne Cammiade in pursuance of the said Reference having heard examined and considered the evidence given and allegations made by and on behalf of the said parties touching and relating to the matters in difference between them do award order adjudge find and determine and upon the premisses in manner following that is to say. First we do award and order that the said Secretary of State his Successors or Assigns do pay to the said John Law and Godlieb Williams their Executors or Administrators on the nineteenth day of April One thousand Eight hundred and Sixty one the sum of Eight hundred and Six Company's Rupees 806/ two Annas (2/ and five Rice (5/ of lawful money of Madras and we do further order and award that all costs charges and expences as well of preparing the said Deeds of Submission and all costs charges and expences incidental thereto and to the enquiry before us and the charges of making this our Award shall be borne & paid by the said Secretary of State and the said John Law and Godlieb Williams in equal moieties — In Witness whereof we the said Robert Kennedy and Anne Cammiade have hereunto set our respective hands this twelfth day of April One thousand Eight hundred and Sixty One.

(Sig.d) R: Kennedy.
(a) A: Cammiade.

Signed and published
in the presence of
(Signed) L. L: Pereira

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To
L. L: Pereira Esq.r
Secretary to Government
Revenue Department.
Fort St. George

Sir,

I have the honor to send herewith copy of the Award referred to in the 5th Para: of my memorial to the Right Honorable the Governor in Council under date 21st June 1861. having thro' inadvertance omitted sending the same with the memorial and beg you will be so good as to submit the papers together, for consideration.

I have the honor to be
Sir
Your most Obed.t Serv.t

L. W. Ellis

Madras
19th July 1861.

332

Central Office of P.W.
Chelsea
15th July 1861.

No. 2686.

From
Lieut. Colonel W. F. Birdwood
Deputy Chief Engineer in Ch: of the
Central Office of P.W.

Public.

To
C. D. de Sin Esqre
Secretary to Government Br. Guiana
Fort de Saint George

Demerara Original
Bond.
Award.

No. 227.

Sir,

In compliance with your Memo: of the 27th Ultimo, I have now the honor to forward the Bond and Award of the Arbitrators in the case between Government and Messrs Law and Villeneuve

I have the honor to be
Sir
Your Most Obedient Servt

W. Birdwood Lieut. Colo.
Dy Chief Engr in Ch: of the
Central Office of P.W.

W. Lt. Colo.
for Dy Chf Engr C.O.

P.W. Letter Book No. 1861 page [illegible]

Chief Court Georgetown
No. 1572.

From
Registrar Supreme Court

Demerara 26th August 1861.

No. 162.

Sir,

I have the honor to acknowledge the receipt of your letter No. 227 of the 9th August 1861 with the Bond and Award in the case of Government versus Messrs Law and Villeneuve.

I have the honor to be
Sir
Your most obedient Servt

Registrar Supreme Court

C. 3 Aug. 1861

Public Works

20/7

P. W. Dept.

352

No 1507

Proceedings of the Madras Government
Under date the 9th August 1861.
Read the following papers

From G. Williams Esqr Inhabitant of Madras Requesting to submit the enclosed Petition to Government	}	1 Hon'ble 21st June 1861 to the
From the Dy Chief Engr in charge of the Central Office P.W. Informing that he has not received the award of the Arbitrators Messrs Cammiade and Kennedy in Messrs Law and Williams case, but that as soon as received from the Govt Solicitor it shall be forwarded	}	1 — 5th July — 2391
From the Dy Chief Engr in charge of the Central Office P.Works Forwards the Bond and award of the Arbitrators in the case between Govt & Messrs Law & Williams.	}	1 — 15th — 2686
From Mr G. Williams Madras Submitting copy of the award referred to in his Memorial to Govt of 21st June 1861.	}	1 — 19th —

In June 1859
Messrs Law and Williams
entered into a contract
with

Proc: of Govt 11th Dec 1861 No 2859

Rs 1507. 9½ Aug.

Aug. 1861

No 16.

Dated Nov 2nd 1861
Rec'd Nov 4th
No 2859

To
Cammiade & Kennedy Esqrs
Arbitrators in the case between
Messrs Law & Williams
and Government

Gentlemen

I am directed by the Board
of Revenue to forward herewith
the Bond executed by Messrs Law
& Williams, and the award
of the Arbitrators in the case
between Government and Messrs Law
& Williams.

I have &c.

with Gvt for construct-
-ing verandahs to the
European Barracks in
the Fort at a cost of Rupees
42,200- The contract was
guaranteed by Messrs
Atkinson and Williams.
Advances to the amount
of Rupees 29,000 and odd
were made to the contrac-
tors to enable them to pro-
-ceed vigorously with the
work. Notwithstanding
this aid there was much
delay in the prosecution
of the work, and after due
and sufficient warning
both to the contractors
and their sureties, the
work was taken out
of the hands of the former
agreeably to one of the
conditions of the Contract.

2 At this time the
work already performed
by

by the contractors was
roughly estimated at Rs
3,500 which together with
the value of the timber
purchased by them viz
Rupees 13,072, and then
in the Garrison Engrs
custody, amounted to Rs
16,572-9-7, leaving a
balance of Rupees 3,500 due
by the contractors- which
the Gvt solicitor was di-
-rected in communication
with the Chief Engineer
to recover by legal proces.

3 The matter was at
last referred to the arbitra-
-tion of Mr Cammiade
on the part of the Con-
-tractors and of Mr Ken-
-nedy on behalf of Gvt.

4 Further delay how-
-ever took place as re-
-ported by the Gvt solicitor
in connection with the
refusal

Pcogs of Gvt 16th August 1867 No 1737
PWD

GO. 26 March 68 No. 604
in PWD.

refusal of the sureties
to be parties to the reference.
It was ultimately arranged
that the arbitration
should be as between
Messrs Law and Williams
only (as principals) and
the Govt, "reserving for
"future consideration
"the rights of Govt as against
"Messrs Williamson and
"Atkinson (the sureties)
"and the necessary measures
"at the proper time for
"asserting and enforcing
"such rights."

5 The papers re-
corded above supply
the details of the
final result attained.

6 The arbitrators'
award which is dated
12th April last, decides
that the Govt shall
pay

pay to the Contractors the sum
of Rupees 806-2-5, and shall
be also liable for all the expenses
connected with the arbitration.

7. This award was for-
warded by the Chief Engineer
with his letter of 15th July No.
2686 but without any remarks
from
and Colonel Birdwood's memo
of 5th July No. 2397 it appears
that up to that date it had not
been received in the Central
Office.

8. The Govt therefore are
left in the dark as to the causes
which led to this decision. If
no explanation has been af-
forded why it has been kept
back for more than three
months. The Chief Engineer
will now supply the omission.
He will also state whether the
money has been paid to Messrs
Law and Williams.

9. In his Memorial
which forms the first paper
recorded

recorded above, as Mr. Williams
protests against the Garrison
Engineer's original representation
to Government "that the Con-
"tractors abused their trust
"and the confidence placed
"in them as men of character
"& respectability, in having
"culpably neglected their work,
"and misappropriated the
"money advanced to them on
"account of their contract" and
solicits that the award having
been given in the contractor's
favor, the imputation against
him may be removed.

10. The Govt. do not find
in any of the papers bearing on
the transaction that any charge
of misappropriation of the
Public money was ever made
against Mr. Williams. The
award having been
given in favor of the
Contractor is of itself evidence
that

Refer this matter to
have seen the record
the reasons on which
it is based. Ellt

that there is no gr
for imputing bad fa
either of them. Mr Williams
complaint of this head sh
be particularly noticed
by Colonel Crosley -
C.G.H.

13 Copies
To the Chief Engineer. Dft 10

(11)

Respecting a Mrs Rs
Law & Williams's Contract.

Public Works 1861 Depart.
Proc: of Govt for August

No 1507.

Proc: of the Madras Govt
Dated 22nd August 1861.

From the Chief Engr
of 14th Septr 1861 & No
2087

Letter from the Deputy
Chief Engineer forwarding the
Bond and Award of the arbitra-
tors in the case between Govt and
Edward Williams, with orders
thereon.

Deputed

fr 159 at 163.

23 Aug