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## MADRAS RECORD OFFICE.

Government of Madras.

*Public Works* DEPARTMENT.

|                      |                          |
|----------------------|--------------------------|
| G.O. No. <i>2548</i> | Press<br><del>Mis.</del> |
| <i>48-50</i>         |                          |
| Dated <i>2 - 9 -</i> | <i>18 64.</i>            |

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,  
2nd September 1864.*

No. 48.

Read the following letters:—

From Mr. J. BAKE, to Colonel C. A. ORR, R. E., Secretary to Government, Department  
Public Works, Madras, dated Coimbatore, 18th August 1864.

SIR,

1. I regret being compelled to bring to your notice the very irregular way I am being dealt with in the settlement of my Timber contract with the Officer in charge of the Coimbatore central Jail works, in connection with which irregularities I must first premise.

2. That I entered into an agreement with Lieutenant Trail, R.E., the Executive Officer in charge of the Coimbatore Jail works, for the supply of firewood upon certain specified terms, one of which was that all the firewood should be measured and paid for on delivery. This part of the contract was duly performed by him on the first delivery of about 200 loads of wood, but on no subsequent delivery was the firewood measured or a receipt granted for it, although it was actually being made use of by the Executive Officer. Thus the contract was distinctly broken on the part of the Engineer himself.

3. However, on the final delivery of the whole of the firewood contracted for, a measurement was made of such wood as had not been already burnt, and I consented to the proposal of the Officer then in charge of the works, Mr. Sub-Engineer Lowry, to accept his estimate of the quantity so used up, and was paid in full by him for the whole quantity delivered, viz., 3,000 loads, and thus the transaction terminated with the exception of the return to me of Government Bonds to the amount of Rupees 800, which I had deposited with the Executive Officer, as security for the due performance of my contract.

4. I have since applied frequently for the restoration of this money, but without any success.

5. I entered into a further contract with Lieutenant Trail, R.E., for the supply of timber for building purposes, as security for the performance of which I deposited a further sum of Rupees 300 in Government paper, and subsequently into a third contract for the supply of another description of timber, upon which contract I deposited no security, it being understood that the timber contracted for in the second instance should have been specified in the first contract, and that the money deposited should be looked upon as security for the performance of the two contracts united.

6. I delivered timber upon the third contract from 1st to 15th November 1863, and had to wait till 17th February 1864 before any receipt was granted to me for it, which breach of contract on the part of the Executive Officer determined me to discontinue supplying him with timber; but upon representations made to me by the Supervisor in charge of the works, to the effect that he could not procure seasoned timber elsewhere, I was induced to re-consider my determination, and continued to deliver timber up to 28th May 1864, on which date I had an account against the then Executive Officer, Supervisor J. B. McDonough, amounting to Rupees 530-4-6. A part of this sum was due for timber supplied upon a private agreement wholly independent of either contract, in fact timber which is not specified in either contract. This engagement was completed, the timber delivered and a receipt granted for it, but upon my claiming payment, Lieutenant Smith declined to settle with me unless I would receive back a part of the timber for which he had no use, but for which a receipt had been given. This I refused to do, and the consequence is I can get no settlement of my claim. Nay further, upon referring the matter to Colonel Walker, the Superintending Engineer, he threatens me that unless I agree to Lieutenant Smith's proposals and come to a speedy settlement with him he will "declare my security on account of the firewood contract, as well as that on account of the timber contract confiscated for breach of the same." This is of course an impotent threat, but I would suggest that it is very discreditable to a gentleman holding the position Colonel Walker does. It is enough in itself to show that my claims will meet with no just decision at his hands, and compels me to appeal to higher authority for the justice he denies me.

*invalidated by him as well as  
the others; although such failure*

N<sup>o</sup> 94

Supg. Engrs Office, <sup>1<sup>st</sup> Div.</sup>  
 Cincinnati 25<sup>th</sup> August 1864

From  
 Lieut. Colonel G. W. Walker R.E.  
 Superintending Engineer, <sup>1<sup>st</sup> Div.</sup>  
 To  
 The Secretary to Government  
 Department Public Works  
 Kansas

- \*  
 1 Draft No 35 of 2<sup>nd</sup> June  
 to Mr. Baker
- 2 do. No 38 of 5<sup>th</sup> June to do.
- 3 do. No 48 of 17<sup>th</sup> June to do.
- 4 do. No 57 of 21<sup>st</sup> June to do.

Sir, I have the honor to report on the letter to your address of the 18<sup>th</sup> Augt., herewith returned, wherein Mr. Baker, late Contractor of Timber and Firewood for the New Jail, complains of my proceedings. The original drafts of 4 letters which are now inclosed will clearly shew that every opportunity has been given to Mr. Baker of coming to a settlement, his default in doing which, and his haviour to Lieutenant Smith, caused me at last ~~me at last~~ to close correspondence between them, since which the only communication received from him is the defamatory one now under reference for legal advice.

Mr. Baker has been offered much better terms than he deserves, or will get from any Court of Law as he well knows. And he will find that the confiscation of his Firewood security is no impotent threat, that Contract having been invalidated by him as well as the others; although such failure

will not be pressed against him, if  
he behaves reasonably in future.  
His claims have been most care-  
fully investigated by myself, and  
you may see by all the drafts, even  
of Lieutenant Smith's letters to Mr.  
Rake, being in my own hand writ-  
ting. They are without grounds ex-  
cept so far as allowed in the letter  
of the 25<sup>th</sup> June. I observe that one  
charge of Rupees 800 for balance  
due on Firewood has been volun-  
tarily abandoned by Mr Rake.  
It is the clear acquittance he wants  
to escape giving having already of-  
fered to redeem his securities by  
a cheque for Rupees 500. He must  
be kept to the conditions laid down  
to stop further attempts at extortion.  
He is offered more than Rs 400  
in satisfaction of his claim for  
Rupees 530, and the restoration of  
Rupees 100 out of Rupees 100 of se-  
curity money. Better terms  
would be thrown away on a person  
who has behaved with such impro-  
priety throughout his dealings with  
the Department, which should have  
been put a stop to in testimony by  
the Executive Officer, instead of his  
May by myself. I regret to do so,  
and misplaced confidence in him  
have thrown back the wood work  
of the jail more than 6 months.

I have not attempted a categor-  
ical reply to Mr Rake's misstate-  
ments. They may be judged of from  
the papers inclosed, the careful  
return of which, I have the honour  
to request.

Caymbator  
18 August 1864

I have the honour to be,  
Sir,  
Your most Obedient Servant

W. Walker Esq. M.C.  
Supg. Engr. & the Director

will not be pressed against him, if  
he behaves reasonably in the future.

Cochin  
18 August 1864

The Secretary to Government  
Department Public Works  
Address

Sir,  
I regret being compelled to bring  
to your notice the very irregular way I am  
being dealt with in the settlement of my Lim-  
ber contract with the Officer in charge of the  
Cochin Central Jail works in connec-  
tion with which irregularities I must first  
premise.

That I entered into an agreement with  
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charge of the Cochin Central Jail Works for the  
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one of which was, that all the firewood should be  
measured and paid for on delivery. This part of  
the contract was duly performed by him on the  
1st delivery of about 200 loads of wood, but on no  
subsequent delivery was the firewood measured or  
a receipt granted for it, although it was actually  
being made use of by the Executive Officer. Thus  
the contract was distinctly broken on the part  
of

Pro. of Firewood  
D. 18. 1864. De. 1864  
No. 3786  
The supply of firewood  
to the Jail works  
is not being  
measured  
and no receipt  
is granted for it  
which is a  
violation of the  
contract.

25718-2028041864

to request

of the Engineer himself.

However on the final delivery of the whole of the firewood contracted for, a measurement was made of such wood as had not been already burnt, and I consented to the proposal of the Officer then in charge of the works ~~Mr.~~ Sub-Engineer Powry to accept his estimate of the quantity so used up, and was paid in full by him for the whole quantity delivered vizt 3000 loads, and thus the transaction terminated with the exception of the return to me of Government Bonds to the amount of Rs 800, which I had deposited with the Executive Officer, as security for the due performance of my contract.

I have since applied frequently for the restoration of this money, but without any success.

I entered into a further contract with ~~Great~~ Trail & Co. for the supply of Timber for building purposes, as security for the performance of which, I deposited a further sum of Rs 300 in Government paper, and subsequently into a third contract for the supply of another description of Timber upon which contract I deposited no security, it being understood that the Timber contracted for in the second instance should have been specified in the 1<sup>st</sup> contract and that the money deposited should be looked upon as security for the performance of the two contracts united.

I delivered Timber, upon the third contract from 1<sup>st</sup> to 15<sup>th</sup> November 1863 and had to wait till 17<sup>th</sup> February 1864 before any receipt was granted to me for it, which breach of contract on the part of the Executive Officer determined me to discontinue supplying him with Timber, but upon representations made to me by the Supervisor in charge of the works to the effect that he could not procure seasoned Timber elsewhere, I was induced to reconsider my determination, and continued to deliver Timber up to 28<sup>th</sup> May 1864 on which date I had an account against the then Executive Officer <sup>Supr. Mr. Donough, J.B.</sup> ~~Supr. Mr. Donough, J.B.~~ amounting to Rs 530. 4. 6. A part of this sum was due for Timber supplied upon a private agreement wholly independent of either contract, in fact Timber which is not specified in either contract. This engagement was completed, the Timber delivered and a receipt granted for it, but upon my claiming payment, ~~Supr. Smith~~ declined to settle with me unless I would receive back a part of the Timber for which he had no use, but for which a receipt had been given. This I refused to do, and the consequence is I can get no settlement of my claim. Nay further, upon referring the matter to Col. Walker, The Superintending Engineer, he threatens me that unless I agree to ~~Supr. Smith's~~ proposals and come to a speedy settlement with him

him. He will "declare my security on account of the Firewood contract, as well as that on account of the Timber contract confiscated for breach of the same".

This is of course an impotent threat, but I would suggest that it is very discreditable to a gentleman holding the position Col. Walker does. It is enough in itself to show that my claims will meet with no just decision at his hands, and compels me to appeal to higher Authority for the justice he denies me.

Col. Walker has now taken the matter entirely out of the hands of Lieut. Smith and has forbidden him to hold any correspondence with me upon business matters, so that I have no resource left me but to ask you as the Head of the Department to see justice done me, by instituting an inquiry into my claims with a view to their adjustment.

I ask in the first place a return of the 800 Rs deposited as security for the performance of the Firewood Contract, which has been so long and so unjustly withheld to my great loss.

In the next place I claim the payment of Rs 530. 4. 6 for Timber delivered and for which I hold the receipt of the Supervisor in charge of the works.

And lastly I beg that Rs 300 may be returned to me which I deposited as security for the due fulfilment of the Timber contract, which contract has been entirely nullified by the Executive Officer in charge of the works having

neglected

neglected to measure and issue a receipt for my Timber upon its delivery on the works.

I beg to annex Memo: of the above sums and respectfully ask your interference in the matter on my behalf.

I have the honor to be

Sir

Your Most Obedt Servt

Wm. S. Balle

Memos:  
Timber delivered on the site of the Coim: Police  
before Central Jail up to 28<sup>th</sup> May 530. 4. 6  
Security upon Timber Contract 300 - - -  
Ditto upon Firewood Contract 800 - - -

Wm. S. Balle Rs 1630. 4. 6

Public Works Department  
 No. 2548  
 Proceedings of the Madras Government  
 Under date the 2nd August 1864

Read the following  
 From Mr. Baker Comptroller.

Complains of the irregular manner in which he was dealt with, in the settlement of his Timber contract with the Officer in charge of the Comptroller central jail works & requests that an enquiry may be instituted as to the adjustment of his claims.

From the Sup<sup>r</sup> Engr<sup>y</sup> 7<sup>th</sup> Inst.  
 Reports on Mr. Baker's letter complaining of the Superintendent Engineer's proceeding.

Before disposing of the claims preferred by Mr. Baker in his letter of the 18<sup>th</sup> August above recorded, the Government would wish to have before them clearer information than the papers submitted by Col. Walker furnish on the following points:-

1. The quantities of timber & firewood contracted for, & the rates & time of supply.
2. The quantity actually supplied & paid for at contract rates.

Resd. Secy. to Govt.  
 25/8/64

Refer to the 24<sup>th</sup> August 1864  
 Report of Division for report.

Mr. Baker  
 20. Aug 1864  
 X 2548

27/8/64  
 From Mr. Baker  
 Comptroller.

24/8/64  
 Received 20/8/64

Complains of the irregular manner in which he was dealt with in the settlement of his Timber contract with the Officer in charge of the Comptroller central jail works and requests that an enquiry may be instituted as to the adjustment of his claims.

25/8/64

25/8/64

25/8/64

NY

25/8/64

The quantity supplied  
not reported for the rates de-  
manded & those offered; & the  
circumstances under which the  
contractor is alleged to have  
feigned his claim to be paid  
at Contract rates.

In the absence of  
information on the foregoing points,  
the Govt. are unable to determine  
whether the terms of settlement  
offered in Mr Smith's letter of  
21<sup>st</sup> June 1864, at 52, are fair  
& equitable.

I have the honor to acknowledge  
the receipt of your letter of the  
10<sup>th</sup> inst. in relation to the  
contract for the purchase of  
the land at the mouth of the  
river, and in reply to inform  
you that the same has been  
forwarded to the proper  
authorities for their consideration.  
I am, Sir, very respectfully,  
Your obedient servant,  
J. H. Smith

The Subj. Engr. 7<sup>th</sup> Dec 1864  
With Original Enclosures  
Dec 3<sup>rd</sup> 1864

Proc. of Court for Sept

2578

No. of the Ed Count  
292 Sept 64

CA 34947/65

Capt. B. G. D.  
 requested to furnish cer-  
 tain information regard-  
 ing the Pakes Con-  
 tract for the supply of  
 Timber and Firewood  
 for the Central Jail  
 at Coimbatore.

7.48 @ 67.