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**MADRAS RECORD OFFICE.****Government of Madras.***Public Works* **DEPARTMENT.**

|          |             |       |
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| G.O. No. | 212-6       | Press |
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| Dated    | 31-10-1864. |       |

**Not to be folded or roughly handled**

*Proceedings of the Madras Government, Public Works Department,  
31st October 1864.*

No. 596. Read the following Proceedings of the Madras Government in the Revenue  
Department:—

Dismissing Overseer Lennon from the Forest Department, as  
being unworthy of confidence; and prohibiting his employ- } (Here enter 22nd October 1864, No. 1,948.)  
ment in any Civil capacity under Government.

No. 597. ORDER THEREON, 31st October 1864, No. 3,126.  
Communicated to the undermentioned Officers:—

Superintending Engineers.  
Controller of Public Works Accounts.  
Consulting Engineer, Irrigation and Canal Company.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,  
Secretary to Government.

To the Superintending Engineers:  
„ Controller of Public Works Accounts.  
„ Consulting Engineer, Irrigation and Canal Company.

Exd. T. O'Connor.

3  
2

*Proceedings of the Madras Government, Revenue Department,  
22nd October 1864.*

Read the following letters :—

No. 269. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 15th August 1864, No. 1,004.

SIR,

1. With reference to paragraph 10 of the Government Order No. 827, of the 14th of May 1864, I have the honor to submit a letter from Overseer Lennon forwarded through me.

2. As to the statement made by Mr. Lennon in paragraph 2 of his letter, I must observe that all measurement of planks in the Anamallais, whether cut by Axemen or Contractors, has always been Dockyard measurement and not outside measurement. Mr. Lennon was fully aware of this, and knew that all planks whether cut by Axemen or Contractors had always been paid for at Dockyard measurement.

3. Mr. Lennon visited the Anamallais when I was up there in July last, he did not then attempt to state that he understood the measurement was to have been outside measurement, the only vindication he offered was that he was not responsible for the measurements, and that he was absent when Captain Brine made the contract. I informed Major Brine of Mr. Lennon's statement, and I herewith forward a copy of Major Brine's reply.

No. 270. From Captain R. H. BEDDOME, Officiating Conservator of Forests, to C. G. MASTER, Esq., Deputy Secretary to Government, Revenue Department, Fort Saint George, dated Camp Ootacamund, 8th September 1864, No. 1,065.

SIR,

1. With reference to your Official Memorandum No. 130, of the 25th of August, I have the honor to forward the original Contract alluded to together with a translation.

2. I may here observe that all planks, whether cut by Axemen or by Contractors, have always been paid for by Dockyard measurement, in short no other measurement has ever been in use in the Anamally Forest; even if this had not been the case and if distinct rules had not been laid down in the Forest Manual to regulate measurements, Mr. Lennon's excuse that he understood that the measurements were to be outside measurements could not avail him much, as his measurements are very greatly in excess of even the outside measurements.

3. The Contract states that first, second and third sorts are to be paid for at 1 Rupee per square foot (cubic foot?), this I presume means the first, second and third Bombay classes. All the planks however were paid for at that rate, and there are many of the fourth and fifth class besides many that come under the head of rejected planks.

No. 271. ORDER THEREON, 22nd October 1864, No. 1,948.

Forests, No. 16.

1. With the first of these letters the Officiating Conservator of Forests forwards the explanation which, in paragraph 10 of G. O. 14th May last, No. 827, Overseer Lennon has forwarded with reference to his alleged falsification of the measurements of certain planks, in collusion with the Contractors, whereby the Government were defrauded of a large sum of money.

2. Mr. Lennon's defence amounts to this, viz, (1) that his measurements were correct, and (2) that the contract was entered into on the understanding that 1 Rupee per cubic foot was to be paid according to the actual cubic contents and not according to Dockyard measurement.

3. In support of his first assertion he states that he has re-measured, after a method which he considers to be the most accurate, forty-eight (48) of the planks in question, and that while Mr. Spring's rough measurement (no allusion is made to the Dockyard measurement) of the same

| Number of planks. | Overseer Lennon's original measurement. | Mr. Spring's rough measurement. | Difference between columns 2 and 3. |
|-------------------|-----------------------------------------|---------------------------------|-------------------------------------|
| 469               | Cubic feet.<br>10,858                   | Cubic feet.<br>8,907            | Cubic feet.<br>1,951*               |

planks gives 932 feet as the cubical content, his own makes it 1,203 feet, or a difference of 271 cubic feet, and he argues from this that were the whole number (469) re-measured, an excess over the difference\* which (as he assumes) he has been called upon to account for, would be found to exist in his favor.

4. He further names the Officiating Conservator himself as having acknowledged that his (Lennon's) measurements were accurate, though sufficient allowance had not been made for deductions. This, however, is not borne out by the letter of Captain Beddome's, to which he refers.

5. As to the second point touched in the defence, there is nothing in the Contract (translation and original of which accompany the second letter recorded above) to bear out Mr. Lennon's assertion that payment was to be made on the basis of outside measurement as distinct from Dockyard measurement. On the other hand, Captain Beddome states that "all measurement of planks in the Anamallais, whether cut by Axemen or Contractors, has always been Dockyard measurement and not outside measurement," and that Mr. Lennon was fully aware of this, distinct rules on the subject being laid down in the Forest Manual.

6. The Contract merely states that the Contractor was to receive for the first, second and third sorts at the rate of 1 Rupee per square (?) foot. That this might be supposed to refer to outside measure seems to have occurred to Mr. Lennon, as an after-thought, for he never attempted to raise this plea, when he met Captain Beddome on the Anamallais, but merely stated that he was not responsible for the measurements, and that he was away when the contract was made.

7. Even if the excuse that he understood *outside* measurement to be intended could be accepted, the Overseer would not be exonerated, for not only were the measurements on which payment was made greatly in excess of outside measurement, but *all* the planks, though many were of the fourth and fifth classes (instead of the first, second and third) and many unfit to be accepted at all, were paid for at the full rate.

8. The Government have no intention of re-opening the question of measurement, as proposed in paragraph 4 of the Overseer's explanation. The examination undertaken by Mr. Spring was, apparently, of the most careful character, and the mode adopted by him was approved\* of by Mr. Cabral, the Bombay Government Timber

\* G. O. 14th May 1864, No. 827, paragraph 8.

Agent at Ponani.

9. The Governor in Council is satisfied that Mr. Lennon has been concerned in a gross attempt to defraud, which has been successful to a certain extent. There is every reason to believe that the contract was arranged through his means, and there is more than a suspicion that he has benefited largely by it. Under these circumstances he will be dismissed from the Department as unworthy of confidence, and his employment in any *civil* capacity under Government prohibited.

10. Major Brine, in a letter which Captain Beddome forwards with his first communication above recorded, while declining to prosecute the Overseer on his own account, expresses an opinion that this "should certainly be done by Government on public grounds." He is under the impression that the Secretary to Government had intimated that such course would be followed, in the event of the Overseer's explanation proving unsatisfactory. In this, however, he was mistaken. The Government would have no objection to a criminal prosecution were sufficient proof for a legal conviction attainable, but, as the case stands, they doubt the expediency of attempting it.

(True Extract.)

*[Signature]*

Secretary to Government.

To the Officiating Conservator of Forests.  
,, the Judicial Department.  
,, the Public Department.  
,, the Educational Department.  
,, the Political Department.  
,, the Financial Department.  
,, the Financial Railway Department.  
,, the Marine Department.  
,, the Public Works Department.  
,, the Military Department.  
,, the Board of Revenue.  
,, the Director of Revenue Settlement.  
,, the Superintendent of Revenue Survey.  
,, the Insam Commissioner.  
,, the Superintendent, Chinchona Plantations.

5126  
Communicated  
to the undersigned  
by Engineers  
Contractors of Public  
Works Sect  
Consulting Engineers I.E.C.  
To the Chief Engineer  
Contractors of P.W. Works  
Consulting Engineers I.E.C.  
x087  
Chief Engineer  
Contractors of P.W. Works  
Consulting Engineers I.E.C.

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Pro. of Govt. for October  
No. 4666.

Pro. of Govt. in the  
Revenue Department

Of 22<sup>nd</sup> & October  
Rec. 28

No. 1948.

Dismissing, as being  
from Forest Dept. as being un-  
worthy of confidence; and  
prohibiting his employment  
in any civil capacity un-  
der Government.

No. 596. 597

With an order.  
No. 3126-3127 Oct/64