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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

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59—60

Dated 6 — 10 — 1864.

Not to be folded or roughly handled

96

Proceedings of the Madras Government, Public Works Department, 6th October 1864.

No. 59. Read the following letter from Captain J. MULLINS, R. E., Consulting Engineer, Irrigation and Canal Company, to Colonel C. A. ORR, R. E., Secretary to Government, Department of Public Works, dated Madras, 26th September 1864, No. 105:—

To Agent I. & C. Company,	No. 132,	dated 26th July 1864.				
From	do.	do.	„ 1,223,	„ 17th Sept,	„	
To.	do.	do.	„ 238,	„ 20th	„	„
From	do.	do.	„ 1,310,	„ 24th	„	„

SIR,

1. I have the honor to forward, for the consideration of Government, the correspondence as per margin.

2. In my letter to the Agent two distinct questions were raised, and Mr. Henslowe replies to the first in the latter of the two letters, and to the second in the former. These questions were—

First.—Was Mr. Brunton entitled, in addition to the monthly amount paid to him under the name of allowances, to receive the full amount of his travelling expenses from Kurnool to Madras, when he came down to the Presidency to take up the appointment of Interim Acting Agent and Manager.

Second.—The Agent's opinion was requested as to whether Mr. Brunton should be deemed entitled to draw his ordinary allowances, as well as the moiety of the salary paid to Mr. Agnew the late Agent.

3. Attached to the Agent's letter is a communication from Mr. Brunton himself on the subject.

4. The first question is one which needs settlement, not only as regards the case under notice but for guidance in all similar cases, though necessarily where the wording of the Covenants may affect the general rule exceptions will have to be made.

* Enclosed, clause 6.

In the particular case the Covenant* into which Mr. Brunton entered with the Company states, after fixing his salary at Rupees 600 per month, that he is to receive "the further "sum of Rupees 150 at the expiration of each month whilst on duty in and by way of "allowance for and in lieu and in full satisfaction of and in respect of tentage, horse allowance, "carriage of personal baggage and personal property and all personal expenses whatsoever." This clause would seem to show that the allowance of Rupees 150 was intended to cover all marching expenses, and that, in addition thereto, no extra payments on such account would be made. The Agent is not quite correct in supposing that the allowance was intended to form part of Mr. Brunton's ordinary emoluments, because, though no particular equipment was specified as requiring to be maintained, it is clear that the allowance was to meet expenses of a particular description, which it was supposed Mr. Brunton as an Executive Engineer would be called upon to incur. I supposed, however, that the allowances were really intended to cover the expenses of ordinary field duty and that, when an officer had to make a rapid march, it might be considered just to compensate him for the extra expense thus incurred by paying him the actual expenses of the journey, less the amount due as allowances for the same period. This indulgence cannot, it seems evident, be claimed under the Covenant, for that distinctly states, that the allowance of Rupees 150 per month is to cover every charge of this nature. The Agent, in paragraph 5 of his letter No. 1,310, looks upon the allowance as though attached to the particular substantive appointment held by Mr. Brunton, but in fact it is a personal allowance to meet marching expenses, and moreover, in fact, the appointment actually held by Mr. Brunton entails no marching expenses at all, and thus it has come to pass that any outlay on this account is looked upon as an additional charge.

5. Thus much for the particular case on the first question. The general rule should, I think, be that whenever an officer entitled to a monthly allowance to cover marching expenses is required by the responsible officers of the Company to make a rapid journey, he should be allowed the actual expenses of the journey or a mileage payment, less the amount due to him as ordinary allowance for the same period, and if the Government consider this to be right, it would be well that the Agent should obtain the concurrence of the Board of Directors to the arrangement. It is necessary, however, that I should refer here to the Po-tscript of my letter to the

Agent above quoted, in order that Government may understand what the intentions of the Board, in granting an allowance to the Executive and Assistant Engineers, were, because it will be seen that where the Covenants do not provide otherwise, such Officers may prove not to be entitled invariably to the full monthly allowance, and it would be necessary for the Agent to see that the wishes of the Board are duly attended to. Mr. Henslowe is not aware of any subsequent orders of the Board, and I suppose therefore that their views, as expressed in the following extract, remain unchanged :—

Paragraph 7 of letter No. 1,310.

Paragraph 2. "The Board perceive the advantages attendant upon the system upon which "allowances have been arranged by the Chief "Resident Engineer with Engineers engaged in "India. They believe it to be both prudent and "protective that all their officers should undertake out of the allowances made to them to main- "tain at all times an efficient field equipment, to the satisfaction of the Chief Resident Engineer, "and they are therefore desirous that the agreements entered into with the eight Executive and "Assistant Engineers appointed in England should be altered so as to carry out this arrangement. "Accordingly I append hereto a form of supplementary agreement applicable to each of these "parties, which you will please have executed in duplicate in the manner pointed out thereon in "pencil. The Board are assured that no difficulty will be met with in effecting this, and that the "Engineers referred to, will readily act in accordance with their wishes."

Letter No. 9, dated 15th May 1860, from Mr Secretary Westwood to the Agent.

6. It will be seen from the Agent's letter No. 1,223, that he considers that Mr. Brunton should be deemed entitled to draw his allowance of Rupees 150, while Interim Acting Manager, receiving the moiety of the late Agent's salary, viz, Rupees 208-5-4. The letter from Mr. Secretary Westwood, which was communicated to Government with endorsement No. 162 of the 5th March last, runs thus, and is addressed to Mr. Brunton, "during the time you shall be acting as "the Company's 'Interim Acting Manager,' you will be entitled to receive in addition to your present "pay a sum per month equal to one-half of Mr. Agnew's monthly salary." Of course Mr. Westwood need not be supposed necessarily to have used the word pay as distinct from pay and allowance, as such distinctions do not usually exist in private business, but on the other hand it was not necessary to take it for granted without consideration that Mr. Westwood meant what he had not said.

7. Having thus explained what the circumstances are, I would recommend that the Agent's views with regard to the payment of Rupees 208-5-4 per month to Mr. Brunton, while Acting Agent, in addition to his salary and allowance be adopted, but there appears nothing to render it necessary to ignore the fact that Mr. Brunton was in receipt of an allowance for marching and therefore to allow him the full expenses of his journey to Madras besides.

No. 60. ORDER THEREON, 6th October 1864, No. 2,876.

1. Under the exceptional circumstances of the case, the Government consider that Mr. Brunton is entitled to receive the amount of the *bonâ fide* expenses of his journey from Kurnool to Madras.

2. The Government also consider that, while holding the appointment of Interim Acting Manager, Mr. Brunton should receive his ordinary allowances, in addition to the moiety of the salary drawn by Mr. Agnew, the late Agent.

(True Extract.)

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

To the Consulting Engineer, Irrigation and Canal Company.
„ Manager for do. do.

Exd. S. T. Augustin.

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Sp. 59 - 60

e. 30th Sept. 1864 R. 3rd Octr

1864 Depta
14 Rec. 3rd Octr
No 218.
from The Consulting Engr for I.M.C. Co.
to The Secretary to Govt. of P.W.
1487

Dated 26 Sept. 1864.
Rec. 28 Sept. 1864.

Encs: S.

No 2876 - 6th Octr 1864.

Submitted for consideration of Govt. the correspondence within mentioned & recommended that the Agent's views in regard to the payment of Rs. 208-5-4 permitted to Mr. Brunton while as Agent in addition to his salary & allowances be adopted - for fear -

- with an order -

Circular

2876 No 2876

Under the exceptional circumstances of the case, the Govt. consider that Mr. Brunton is entitled to receive the amount of the bona fide & expenses of his journey from Kurnool to Madras.

The Govt. also consider that, while holding the appointment of Interim Acting Manager, Mr. Brunton should receive his ordinary allowances, in addition to the moiety of the salary drawn by Mr. Agnew, the late Agent.

Chief Secretary's Office
6th Octr 1864

To The Consulting Engineer I.M.C. Co. Fort St. George

Manager

X 38

Sept. 4th Dated