

(1) Number of pages 16(2) Date of repair 21/11/1965(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	1858	Press
	57-53	Mis.
Dated	4-7	1865.

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Public Works Department,
4th July 1865.*

Read the following papers :—

No. 51. Read the following Endorsement of the Superintending Engineer, 5th Division, dated Salem, 16th June 1865, No. 532 :—

From Captain H. TULLOCH, R. E., Executive Engineer Bangalore, to Lieutenant-Colonel E. A. FOORD, R. E., Superintending Engineer, 5th Division, dated Bangalore, 8th June 1865, No. 151.

SIR,

1. In continuation of my letter No. 73 of the 21st May 1865, I have the honor to lay before you the final statement of the account between this Office and the Estate of the late T. Iyasawmy Pillay.

2. The amount already paid to T. Iyasawmy Pillay and the value of the work done by him are shown below :—

	Amount paid to Iyasawmy.		Value of work done.	
	RS.	A. P.	RS.	A. P.
Hospital (Race Course)	24,125	0 0	6,458	0 0
Canteen do.	2,116	12 6	2,118	0 0
Cistern do.	3,732	7 1	3,522	7 8
Married quarters, Race Course, Hussars	29,088	12 11	31,600	0 0
Do. do. Artillery	2,100	0 0	Nil.	
Alterations to Sapper Barracks	6,000	0 0	5,600	0 0
Cook-room do.	650	0 0	730	0 0
Privy do.	500	0 0	596	0 0
Total ...	68,313	0 6	50,624	7 8
Balance due by Contractor ...	17,688	8 10		

3. The value of the Teak-wood and tools, &c., which I have seized is Rupees 13,685-10-0.

4. It will thus be seen that while the balance due by the Estate of the late T. Iyasawmy Pillay is Rupees 17,688-8-10, the total value of the materials which have been seized is only Rupees 13,685-10-0. There is, therefore, a sum of Rupees 4,002-14-10 still due to Government.

Rupees	17,688	8	10
"	13,685	10	0
"	4,002	14	10

5. The work done by the Contractor has been valued at its utmost value, and it is more than probable that, when the monsoon fairly sets in, a good portion of the roof of the married quarters for the Hussars at the Race Course will require to be repaired.

6. The sum of Rupees 2,100 was paid on the married quarters for the Artillery on the Race Course, but the work has been entirely rejected by both yourself and your predecessor Colonel Wilkieson. It will be necessary now to dismantle these buildings at the expense of Government. As you have seen the materials of which the walls were built, it is needless for me to explain how very bad they are, and as you have examined the foundations and rejected them, it is unnecessary that I should describe how carelessly they have been laid down. I stopped the work on my first inspection of it, which was shortly after I took charge of this office, and no money has ever been paid by me for these quarters. I have moreover paid no money on any of the works mentioned in paragraph 2 of this letter.

7. I beg respectfully to request that the sanction of Government may be obtained to sell all the materials which have been seized. It is a source of much

anxiety to me to have to take care of such a large stock. As Government, moreover, wish all works to be done on the contract system, it will be of no use to keep this timber on our books. I would give the utmost publicity to the sale by advertising it in the local and Madras journals for, say, four weeks previous to the auction taking place.

8. While on this subject I would also ask the permission of Government to sell all the doors, window frames, &c., kept in stock on the Race Course. We have no proper accommodation for these articles, and many of them are being injured by exposure to the sun and rain. The value of these materials is about Rupees 12,530. It is the keeping of these large stocks of materials which has been the chief cause of the confusion in the accounts of this office.

9. It would very much facilitate the progress of the works if I could have the Government Solicitor's opinion on the following point:—

“If a work is given out on a verbal contract (the payments being made from time to time on bills submitted by the Contractor for work actually done) has the Engineer power, in the event of the death of the Contractor while the work remains unfinished, to give the remaining work to a second Contractor.”

10. I shall have the plans and estimates of the Canteen and Hospital on the Race Course ready in a short time. The former work was given out on a verbal contract, and the latter on a written contract to T. Iyasawmy. I think it would be injurious to the interests of Government to permit his heirs to continue either of these works, simply because the work already done by T. Iyasawmy has been so very disgracefully executed.

11. I am given to understand that T. Iyasawmy's Will is disputed by his heir, and that two of the Executors appointed by him refuse to administer to the Estate. It will therefore be some time before his affairs are settled.

1. Submitted to Government, with reference to paragraph 1 of G. O. No. 1,552, dated 7th June 1865.

2. It will be observed that, except in two cases, the value of the work done by the Contractor does not differ much from the amount paid to him.

3. In the first item the value of the timber is included in the amount advanced, and the timber that has been taken possession of by the Executive Engineer is now valued at Rupees 13,685, instead of Rupees 5,000, the sum named in Captain Tulloch's first report.

4. The value of work done at the Artillery married quarters is put down nil, as it is bad, and will have to be done over again. Much of the timber given to the Contractor is still in the Executive Engineer's work yard, or near the building on the Race Course.

(Signed) E. A. FOORD, Lieut.-Colonel, R. E.,
Superintending Engineer, 5th Division.

No. 52. From Lieutenant-Colonel E. A. FOORD, R. E., Superintending Engineer, 5th Division, to Colonel C. A. ORR, R. E., Secretary to Government, Department Public Works, dated Salem, 19th June 1865, No. 563.

SIR,

1. The detailed Statement of advances made to Contractor Iyasawmy Pillay, called for in paragraph 1 of G. O. No. 1,552, was forwarded by me with my letter No. 532 of 16th June 1865, I now beg to forward the explanation of the circumstances under which the advance was made to the Contractor.

2. Captain Wood states that on taking over charge of the Range he did not find the timber on the books as stock, but charged to the Hospital. It was not consequently till some time after his arrival that he took measures for having the quantity verified. That when about to do so, Contractor Iyasawmy Pillay proposed to take it over for the sum at which it stood on the Office books.

3. As this man had paid in cash for the waste timber, &c., in the yard, and the surplus materials at the Race Course and Chunam kilns, and as he had a very large quantity of work on hand, payments for which were usually from Rupees 4,000 to Rupees 5,000 in arrears, and as he had taken the contract for the Hospital at the New Barracks, Captain Wood did not press him for ready cash payment, but told him he could pay for the timber by monthly instalments, which could be deducted from the bills he submitted for work executed. Iyasawmy Pillay, it is stated, was taken seriously ill almost immediately afterwards and has since died.

No. 53.

ORDER THEREON, 4th July 1865, No. 1,858.

ACCOUNT, No. 12.

1. The information contained in these letters is not sufficient to enable the Government to pass orders on the matter to which they refer, and the Superintending Engineer will report more fully and more clearly than he has done on the circumstances attending the transfer of timber to the late Contractor Iyasawmy Pillay, and explain why its value was not recovered from the large sums shown by Captain Tulloch to have been disbursed to the Contractor. The dates of all payments of ready money made to the late Contractor should also be specified with their amounts, and the names of the Officers by whom they were made.

2. Colonel Foord will state whether the timber was handed over by sale and delivery, and the late Contractor at once debited with its full value, or whether it was only bargained for and sold, on the understanding that payment for it should be made from time to time, as it was used up on the works, by recoveries from monies due to the Contractor for work done. If any entries exist in the accounts, or separate documents can be found to show the nature of the transaction, or the particulars of any such recoveries, the Superintending Engineer will transmit those accounts and documents to this Office, in order that the opinion of the Government Law Officers may be taken as to the lien which the Government may now possess over the timber which Captain Tulloch has seized.

3. Colonel Foord will report the value of the timber which, remaining in the work yard, may perhaps, under any circumstances, be considered as not having been delivered, and of that which is lying near the buildings on the Race Course, and he will state the result of Captain Tulloch's reference* to the Judicial Commissioner.

* Vide letter from Captain Tulloch, 18th May 1865, No. 70.

4. It is observed that in the Statement appended to paragraph 2 of Captain Tulloch's letter of 8th June 1865, the Contractor is debited with Rupees 2,100, as the value of work performed on one of the ranges of Married Quarters, and credited with “nil,” but it is not mentioned how and under whose orders he came to be paid that sum for work which never had been passed, and has, in fact, been condemned and ordered to be pulled down.

5. The Government observe that, considering the importance of the subject, Captain Wood's own detailed explanation of his proceedings in the matter under notice should be laid before them, and they now request that it may be submitted together with the Superintending Engineer's reply to these Proceedings.

(True Extract.)

(Signed) CHARLES, A. ORR, Colonel, R. E.,

Secretary to Government.

To the Superintending Engineer, 5th Division.

Exd. S. T. Augustin.

Mr. Captain Wood found as reported
in lines 10 and 11 of Col. Woods' letter, it was
his duty to accept the irregularity & protect
himself. He accepted as correct & proper
what had been done by his predecessor
and so made that officer act in his
own - The explanation is never
more deficient in clarity and, in
any opinion, quite insufficient, seeing
the importance of the proceedings which
have to be accepted by those who
lost them - Was it not Colonel Woods'
duty to submit his own view of the
value of the explanation offered by
an officer subordinate to him?

22.6.65.

WJ

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To 1865 Dep
Pro. of Govt for July
From H. 2220
The Supg. Engineer
To The Secretary to
Government H. 1110

Dated 19th June 1865
Recd 20th June 1865
No. 563.

Intimates the cir-
cumstances under which
advances in the shape
of timber &c were made
to the late Contractor
Jas Andrew Muddall
of Bangalore.

No. 52.

C. 22nd June 1865 Pa. 2625

1858-17th July 1865

Circulated for the orders
of Government in continuation of
Colonel Foord's letter No. 532
of the 16th Instant.

Fort St George
11th June 1865

Charles A. M. Coll. A. C.

Secretary to Govt

This may be taken into consideration
in connection with Col Foord's letter No.
I passed yesterday -
I cannot say that the appli-
cation seems to me at all

12th factory - If the Executive Eng.
 on taking on charge found a
 large quantity of timber charged
 to the Hospital in months, I pre-
 -sume, has taken measures
 to ascertain that the timber has
 really been so issued and that
 it could be accounted either as
 worked up or on hand -
 So too if he made it out that
 Contractor in some security
 he did so in contravention of
 & at his own risk
 or duty - He took the chance of the
 Contractor living and working
 out the amount -
 JPS
 WDV
 c. 22nd June 1865 Oa. 24th

In order to admit
 of the matter being
 disposed of at once
 I think that when Col. Ford
 has determined upon
 he is to consider the
 responsible for the
 losses & have the
 explained - he should
 call on him for any
 explanation they may
 desire to offer in
 of that nature one.
 WDV

No. 151.
 From
 Captain H. Tulloch R.E.
 Executive Engineer Bangalore.
 To
 Colonel Ford R.E.
 Superintending Engineer 5th Division

In continuation of my letter No. 73 of the 27th
 May 1865, I have the honor to lay before
 you the final statement of the account
 between this office and the estate of the
 late J. Avasawmy Pillay.
 The amount already paid to J.
 Avasawmy Pillay and the value of the work
 done by him are shown below.

	Amount paid to Avasawmy	Value of work done.
	Rs. Rs. P.	Rs. Rs. P.
1 Hospital (Race Course) ✓	24,125. "	6,458. "
2 Canteen	2116. 12. 6.	2118. "
3 Cistern	3732. 7. 1.	3522. 7. 8.
4 Married Quarters - Rs. Messars	29088. 12. 11.	31600. "
5 Married Quarters - Rs. Artillery ✓	2100. "	Nil
Alterations to Sapper Barracks	6000. "	5600. "
Cook room Sapper Barracks	650. "	730. "
Chimney	500. "	596. "
Total	68,313. 4. 6.	50,624. 7. 8.

Balance due by Contractor 17,688. 8. 10

The value of the Ironwood and
 Job for which I have signed is - Rs. 13,685. 10. "
 H

It will thus be seen that while the balance due by the Estate of the late J. A. S. Pillay is Rupees 14,688. 8. 10. the total value of the materials which have been seized is only Rupees 13,685. 10. There is, therefore, a sum of Rupees 4,002. 14. 10 still due to Government.

Rupees	14,688.	8.	10.
-	13,685.	10.	-
	4,002.	14.	10.

The work done by the Contractor has been valued at its utmost value, and it is more than probable that, when the Monsoon fairly sets in, a good portion of the roof of the Married Quarters for the Muscans at the Race Course will require to be repaired.

The sum of Rupees 2,000 was paid on the Married Quarters for the Artillery on the Race Course, but the work has been entirely rejected by both yourself and your predecessor Colonel Wilkison. It will be necessary now to dismantle these buildings at the expense of Government. As you have seen the materials of which the walls were built it is needless for me to explain how very bad they are, and as you have examined the foundations and rejected them, it is unnecessary that I should describe how carelessly they have been laid down. I stopped the work on my first inspection of it, which was shortly after I took charge of this Office, and no money has ever been paid by me for these Quarters. I have moreover paid no money

money on any of the works mentioned in para 2 of this letter.

I beg respectfully to request that the sanction of Government may be obtained to sell all the materials which have been seized. It is a source of much anxiety to me to have to take care of such a large stock. As Government, moreover, wish all works to be done on the contract system, it will be of no use to keep this timber on our books. I would give the utmost publicity to the sale by advertising it in the local and Madras journals for, say, 4 weeks previous to the auction taking place.

While on this subject I would also ask the permission of Government to sell all the doors, window frames, &c. kept in stock on the Race Course. We have no proper accommodation for these articles, and many of them are being injured by exposure to the sun and rain. The value of these materials is about Rupees 12,530. It is the keeping of these large stocks of materials which has been the chief cause of the confusion in the accounts of this Office.

It would very much facilitate the progress of the works if I could have the Government Solicitor's opinion on the following point

"If a work is given out on a verbal contract, the payments being made

- 2 -

made from time to time on bills submitted by the Contractor for work actually done, has the Engineer power, in the event of the death of the Contractor while the work remains unfinished, to give the remaining work to a second Contractor."

I shall have the Plans and Estimates of the Canteen and Hospital on the Race Course ready in a short time. The former work was given out on a verbal contract, and the latter on a written Contract to J. Aysaawmy. I think it would be injurious to the interests of Government to permit his heirs to continue either of these works simply because the work already done by J. Aysaawmy has been so very disgracefully executed.

I am given to understand that J. Aysaawmy's will is disputed by his heir, and that 2 of the Executors appointed by him refuse to administer the estate. It will therefore be some time before his affairs are settled.

I have &c

Bangalore 8th June 1865. Sd/ Hulloah Capt. R. Executive Eng. Bangalore

N^o 532

Submitted to Government with reference to para 1 of G.O. N^o 1552, dated 4th June 1863.

H
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2. It will be shown that, except in two cases, the value of the work done by the Contractor does not differ much from the amount paid to him.

In the first item the value of the timber is included in the amount advanced, and the timber that has been taken possession of by the Executive Engineer is now valued at Rs. 13,685. Instead of Rs. 5000, the sum named in Captain Hulloah's first report.

The value of the work done at the Artillery Married Quarters is put down nil, as it is bad and will have to be done over again. Much of the timber given to the Contractor is still in the Executive Engineer's Work Yard or near the newly building on the Race Course.

As long as the Contractor is still in the Executive Engineer's Work Yard or near the newly building on the Race Course, the Contractor is not to be allowed to take possession of the land.

Copy to the Office of the Executive Engineer, Bangalore, 16th June, 1865. Sd/ Hulloah Capt. R. Executive Eng. Bangalore

Submitted to the Secretary to Government P. P. W. Chapank. That the value of the work done by the Contractor is not to be allowed to take possession of the land. Sd/ Hulloah Capt. R. Executive Eng. Bangalore

Account Public Works Department
 1858
 Proceedings of the Madras Government
 Under date the 17th July 1865

Read the following
 From the Supy Engr^s 5th Div
 Submits with remarks,
 Captain Tulloch's serial state-
 ment of Accounts between his
 Office and the Estate of the late
 S. Agasawmy Contractor at
 Bangalore

From do - do - do
 Intimates the circumstances
 under which advances in the
 shape of timber &c were made
 to the late Contractor Agasawmy
 Mudali of Bangalore.

The information contained
 in these letters is not sufficient
 to enable the Government to pass
 orders on the matters to which
 they refer, and the Superintend-
 ing Engineer will report more
 and more clearly than he has done
 fully on the circumstances attending
 the transfer of timber to the late
 Contractor Agasawmy Pillay, and
 explain why its value was not
 recovered from the large sums shown
 by Captⁿ Tulloch to have been
 disbursed to the Contractor. The date
 Col. Ford will state

of all payments of ready money made
 to the late Contractor should also be
 specified with their amounts & the
 names of the officers by whom they
 were made.

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 in the same way as the state of the
 the construction is to be made in the
 to come down to the fact that the
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 14th 1st Jul 1866
 15th 2nd Jul 1866
 16th 3rd Jul 1866
 17th 4th Jul 1866
 18th 5th Jul 1866
 19th 6th Jul 1866
 20th 7th Jul 1866
 21st

whether the timber was handed
over by sale and delivery, and
the Contractor at once debited with
its full value, or whether it was
only bargained for and sold, on
the understanding that payments for
it should be made from time to
time, as it was used up on the
works, by recoveries from monies due
to the Contractor for work done. If
any entries exist in the accounts or
separate documents can be found
to show the nature of the transaction,
or the particulars of any such
recoveries, the Supg Engineer will
transmit those accounts to this
Office, in order that the opinion
of the Govt Law Officers may be
taken as to the lien which the
Government may now possess over the
timber which Capt. Tulloch has
seized.

Col. Doord will report
the value of the timber which
remaining in the work yard, may
perhaps, under any circumstances

Vide letter from Capt. Tulloch - 18 May/65

be considered as not having been
delivered, and that which is lying
near the Buildings on the Race
Course, & he will state the result
of Capt. Tulloch's reference to
the Judicial Commissioner.

It is observed that in
the statement appended to Para
2 of Capt. Tulloch's letter of 8th
June/65, the Contractor is debited
with Rs 2100 as the value of work
performed on one of the ranges
of Married Quarters, and credited
with "nil", but it is not men-
tioned how, and under whose orders
paid that sum for work which
never had been paid, & has, in
fact, been condemned & ordered to
be pulled down.

The Government observe that
considering the importance of the subject, Capt.
Tulloch's own detailed explanation of his proceedings
in the matter, under notice should be laid
before them, & they now request
that it may be
submitted together
with the reply to these Pro-
ceedings that has been
sent to the Government.
The Supg Engr 5th July/65

707 1865 Dipa
Pro: of Govt for
July

707 1865
Pro: of the Govt
D/4 July 1865

The Supy Engr
D^r instructed to sub.
with a further report
on the circumstances
attending the transfer
of timber to the late
Contractor Vyasa
Pillay for certain
cuttings on the
Rae bourse at Danga
lore.

N^o 51 @ 53.