

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 2369	Press
375-376	~~Mis.~~
Dated 15-8-1865.	

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department,

15th August 1865.

No. 375. Read the following letter 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 Bangalore, 27th July 1865, No. 985 :—

SIR,

1 Copy of letter from Captain Tulloch, No. 266, dated 13th July 1865.
1 Memorandum of payments to Iyasawmy.
1 Memorandum by Captain Wood, dated 19th May 1865, with Captain Tulloch's letter, No. 73, dated 22nd May 1865.
Correspondence with Judicial Commissioner, Iyasawmy's receipt for timber and contract for Hospital.

To be returned.

1. I have the honor to forward the documents noted in the margin, supplying the further information relative to the accounts of the late Contractor Iyasawmy, called for in the Order of Government of the 4th of July 1865, No. 1,858.

2. Since the receipt of the above order, I have examined the records in the Executive Engineer's Office, but with the exception of the receipt given by Iyasawmy (copy of which is now forwarded) I cannot find any document relating to the sale of the timber, and there is nothing to show that any recoveries have been made, or how they were to be made. Iyasawmy had the contract for the Hospital at the New Dragoon Barracks, and in the specification for that work it is stipulated that he is to pay for all materials supplied to him, at the rates which stand against them in the books of the Executive Engineer's Office, but there is no particular allusion to the timber for which he has given a receipt.

3. The timber became the property of the Contractor on his giving the receipt for it. The timber in the work yard, at the time of the Contractor's death, is valued at Rupees 7,435, and that near the buildings on the Race Course at Rupees 6,250; but in the valuation of the timber at the work yard is included, not only some of the timber to which the receipt refers, but timber and stores which had been previously purchased by the Contractor from the Executive Engineer, and paid for in cash.

4. I forward a list of all payments made to Iyasawmy subsequent to the date of the receipt given by him for the timber. The amount paid to him by Captain Wood is Rupees 33,186, and by Captain Tulloch Rupees 2,293. The latter states that he was not informed, at the time of taking charge of the office from Captain Wood, that any money was due from a Contractor, on account of timber supplied to him.

5. For the work done at the married quarters for the Artillery a sum of Rupees 1,100 was paid to the Contractor by Captain Wood on the 21st of November, and a further sum of Rupees 1,000 on the 6th of February, making Rupees 2,100 in all. I presume the work could not have been inspected when the second payment was made. The work at all the married quarters is of a somewhat inferior description, the estimate only providing for stone in clay and brick in clay, but the work done by Iyasawmy was very bad for the rates allowed.

6. I forward copies of the correspondence between Captain Tulloch and the Judicial Commissioners of Mysore, relative to Iyasawmy's Will. The Will has not yet been proved, and therefore the Executors have not been called upon to adjust the claim against the Estate.

and now we owe a large sum to Government for it. Had Captain Wood delivered over

*Proceedings of the Madras Government, Public Works Department,
15th August 1865.*

7. As Captain Tulloch states in his letter that Captain Wood left Bangalore without any transfer being effected, I may mention that in the transfer certificate three clauses were omitted. Captain Tulloch states:—

1st. That there was no proper list of the machinery, and he could not say, until the greater portion which was about to be returned to Madras, had been examined there, whether it was correct or not;

2ndly. That there was no Register of office records; and

3rdly. That until the report regarding deficiencies on the work, which were known to exist, was forwarded, it was impossible to say whether the accounts were correct or not.

8. I also forward, as requested, Captain Wood's explanation of his proceedings in the matters of the sale of the timber, but the greater part of his Memorandum will be found in my letter of the 19th of June 1865, No. 563.

No. 376. ORDER THEREON, 15th August 1865, No. 2,269.

ACCOUNT, No. 59.

1. These papers clearly show that the responsibility for any loss that may accrue to Government from the sale and delivery to the late Contractor, T. Iyasawmy Moodelly, of a quantity of Teak timber without payment, or any security for payment, rests entirely with Captain Wood. It appears that, on assuming charge of the Executive Engineer's Department at Bangalore, Captain Wood found 556 logs of Teak timber of the value of Rs. 18,197 on his books, not as stock, but charged to the Hospital of the New Dragoon Barracks, and that, when about to take steps for verifying the measurements of the logs, a proposal was made by a large Contractor, Iyasawmy, to take over the whole, without further trouble, at the lump sum at which the timber stood charged for in the books.

2. This being a convenient arrangement, the offer was accepted, and on the 21st of October last delivery of the timber was completed by Iyasawmy signing a receipt. As the man had large dealings with the Department in fulfilment of various building contracts, and was about to enter into an agreement for the erection of the Hospital on the Race Course, involving payments to him of a lac of Rupees, the transaction, so far, under the circumstances, would have been sufficiently regular had security been taken from him for payment. Unfortunately this was not done, and there is nothing to show the nature of the transaction or the mode in which payment was to be made, nor why no recoveries were made on account of the timber from the large payments which it is seen were made to the Contractor by Captain Wood subsequent to its delivery. Those payments aggregate no less a sum than Rupees 33,186-11-3, and that such large sums should have been fully disbursed in cash while so large and unsecured a debt stood against the Contractor, is but another example of the careless and irregular manner in which executive operations have been managed at Bangalore, and of the extent to which the accounts have been neglected, and exhibits an amount of carelessness and absence of habits of business which is far from creditable.

3. The receipt, however, states that the timber was to be used for the Hospital, and the intention no doubt was that its value was to be recovered from any monies that might from time to time become due to the late Contractor as the work

*Proceedings of the Madras Government, Public Works Department,
15th August 1865.*

proceeded. Had he lived to carry out his undertaking this would doubtless have been done, but having suddenly died before the Hospital had made much progress, the Contractor's account at his death showed a large sum due to Government, of which the value of the timber formed the greater part.

4. To save the Government from loss as far as possible, Captain Tulloch, who had succeeded Captain Wood, seized all of the timber which remained in his yard and on the site of the Barracks on the Race Course, and, under the supposition that he can keep possession, he submits a statement to show that, after deducting its value from sums due to the Contractor, a balance will remain of Rupees 4,002-14-10. This, under any circumstances, it will be difficult to recover if the contracts which have been entered into with the late T. Iyasawmy are not continued to his representatives. Captain Tulloch is opposed to this being done, on the ground that, as the late Contractor failed to give satisfaction and scamped his work by the employment of inferior materials and bad workmanship, it is not advisable to trust his representatives further, especially as one of them is the Overseer who is answerable for all the bad work performed under the contracts entered into by the deceased.

5. These, however, appear to be totally insufficient reasons for declining an arrangement by which the difficulties that have arisen from the unexpected death of so large a Contractor as the late T. Iyasawmy may be got over, for the contract which he has signed for the erection of the New Dragoon and Artillery Hospital seems to be drawn up in accordance with the requirements of the Code, and contains all that is necessary to give the Executive Engineer complete control over the work while it is in progress. He may reject any materials that he may not approve of, and may condemn any of the work that he may consider inferior. It can, therefore, be only the Executive Engineer's fault if either bad materials or workmanship be allowed to pass; and these the Government are confident Captain Tulloch will be in a position to check with the experience he has had, and the foreknowledge which he now possesses.

6. Considering that it is very doubtful whether the Government have any legal right to retain possession of the timber which Captain Tulloch has seized, and which he relies up on as a set off to a large portion of the sum due to Government by the Contractor, and, moreover, that the terms of the contract for the Hospital stipulate for compensation being awarded for any breach of its provisions, it seems to be politic, as well as desirable, to prevent loss and uncertain legal proceedings, to encourage the representatives of the deceased to carry on his undertakings. Captain Tulloch will accordingly, unless he deem it absolutely impracticable, enter into negotiations with these parties to continue T. Iyasawmy's contracts, on the equitable condition that they make good from monies that may become due to them, all sums owing by the deceased to Government at the time of his death.

(True Extract.)

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

To the Superintendent Engineer, 5th Division.
" Controller of Public Works Accounts.

Exd. S. T. Augustin.

and now we have a large sum to Government for it. Had Captain Wood delivered over

N^o 266.

Executive Eng^r's Office
Bangalore 13th July 1865.

to

The Superintending Engineer
5th Division.

Sir,

In reply to your Memo N^o 800 of the 8th July, I have the honor to furnish the information called for in Proceedings of Government N^o 1858 of the 4th July.

In my letter N^o 73 of 21st May, I took the 14th of December (the date on which Ayasammy Pillay signed the Contract for the Hospital) as the date on which he had bought the timber from Captain Wood, but on looking over the papers today I find the timber was made over to Ayasammy Pillay as early as the 21st of October. The accompanying statement shows the various sums of money which have been paid to Ayasammy Pillay since the 21st October, and the dates on which the payments were made. From this paper it will be seen that the total sum paid by me, as stated in my letter N^o 73 of 21st May, is 2293 Rupees. In that letter I also informed you that this payment was made by me in absolute ignorance of the fact that the timber on the Race Course had been given to Ayasammy Pillay and that he owed a large sum to Government for it. Had Captain Wood delivered over

over charge of the works to me in the manner pointed out in the Code of Regulations for the Department I should have become aware of this fact, but as you know Captain Wood left Bangalore without any transfer being effected, and I reported at the time to you that on account of his having gone to Madras "I considered it advisable to carry on the work as well as I was able."

The total sum paid by Captain Wood to Ayasammy Pillay since the 21st October is Rupees 33,186. 11. 3.

With reference to the 2nd point on which Government require information, I beg to say that the timber was handed over to Ayasammy Pillay by sale and delivery, but Ayasammy Pillay was never debited with its value on the books. Enclosed is a copy of his receipt for the timber. He had absolute power over the timber, and this is the reason why there is so large a deficiency on it. In fact he used it for other works. No recoveries were made, as I have already in a previous letter informed you, although Captain Wood paid Ayasammy nearly 6000 Rupees on the Hospital itself.

It is wrong to suppose that the timber in the Work yard was not delivered to Ayasammy. It was altogether given over to him, and if he had chosen

he could have removed every cubic foot of it from the yard for all the power that the Executive Engineer had to prevent it. The Executive Engineer had no control whatever over Ayasammy's transactions in the yard. I think it necessary to be very explicit on this point as if the Government Law Officer's opinion is based on the supposition that the timber in the yard at least was not altogether the property of Ayasammy, their judgement of the case will, I think, be erroneous.

The value of the timber ~~in~~ in the yard is about Rupees 7435. 8. " and the value of the timber on the Race Course is about Rupees 6250. 2. "

I enclose copy of the correspondence which has taken place between the Judicial Commissioner of Mysore and myself.

As far as I can learn it would appear that the Executors appointed by Ayasammy Pillay refuse to administer to the Estate. The will is now before the Court of the Superintendent of Bangalore District.

With regard to the payments made to Ayasammy Pillay for the Married Quarters (Artillery) Race Course Barracks (the work which has been rejected by Colonel Wilkinson and yourself, I beg to inform you that 11000⁰⁰ were

were paid by Captain Wood on the 21st of November 1864 and 1000 Rs on the 6th of February 1865, making the total 2100 Rupees.

With my letter No 73 of the 21st May I forwarded you copy of Captain Wood's Memorandum explaining the transaction in regard to the timber so far as it concerned him. I conclude this is the paper referred to by Government in their Order.

I take this opportunity to forward you copy of correspondence which has taken place between myself and two individuals; named J. Alagappillay and J. Sivaswamy. You will see that what I anticipated in my letter No 73 of the 21st May (with which I forwarded Captain Wood's Memorandum of explanation) has taken place. J. Alagappillay (Sivaswamy's brother-in-law) are virtually claiming compensation for the advances which they allege Sivaswamy Pillay made on account of the works he had in hand at the time of his death. They have forwarded me no answer to my question - "What authority they had to act on behalf of the estate of Sivaswamy Pillay?"

I have &c
Signed H. Tulloch Capt. R.E.
Exe. Engineer Bangalore
[True Copy.]

Ed. And. Lt. Col. R.E.
Supg. Eng. 5th Div.

No 985.

Superinty. Eng. Office 5th Div.
Bangalore, 27th July 1865.

From

Lieut. Col. E. A. Ford R.E.
Superinty. Engineer 5th Div.

To

Colonel C. A. Orr R.E.
Secretary to Government A.W.

Sir,

I have the honor to forward the documents noted in the margin supplying

the further information

Enclosed.
1 Copy of letter from Captain Tulloch
No 266 dated 13th July 1865.
1 Memorandum of payments
to Sivaswamy.
1 Memorandum by Capt. Wood 9th May 1865
with Capt. Tulloch's letter No 73 of 21st May 1865.
Correspondence with Judicial Commissioner.
Sivaswamy's receipt for timber and Con-
tract for Hospital

relative to
the accounts
of the late
Contractor
Sivaswamy
called
for in the

Order of Government of the 4th of July
1865 No 1858.

2. Since the receipt of the above order I have examined the records in the Executive Engineer's Office, but with the exception of the receipt given by Sivaswamy (copy of which is now forwarded) I cannot find any document relating to the sale of the timber, and there is nothing to show that any recoveries have been made, or how they were to be made

277 2868/88
Doris & Co. 30/1/35

made. Syasawmy had the Contract for the Hospital at the New Dragon Barracks and in the specification for that work it is stipulated that he is to pay for all materials supplied to him, at the rates which stand against them in the books of the Executive Engineer's Office, but there is no particular allusion to the timber for which he has given a receipt.

3. The timber became the property of the Contractor on his giving the receipt for it. The timber in the work yard at the time of the Contractor's death is valued at Rupees 7435 and that near the buildings on the Race Course at Rupees 6250; but in the valuation of the timber at the work yard is included, not only some of the timber to which the receipt refers, but timber and stores which had been previously purchased by the Contractor from the Executive Engineer, and paid for in cash.

4. I forward a list of all payments made to Syasawmy subsequent to the date of the receipt given by him for the timber. The amount paid to him by Captain Wood is Rupees 33156 and by Captain Tulloch Rupees 2293. The latter states that he was not informed, at

at the time of taking charge of the office from Captain Wood, that any money was due from a Contractor, on account of timber supplied to him.

5. For the work done at the Married Quarters for the Artillery a sum of Rupees 1100 was paid to the Contractor by Captain Wood on the 21st of November and a further sum of Rupees 1000 on the 6th of February making Rupees 2100 in all. I presume the work could not have been inspected when the second payment was made. The work at all the Married Quarters is of a somewhat inferior description, the estimate only providing for stone in clay and brick in clay, but the work done by Syasawmy was very bad for the rates allowed.

6. I forward copies of the correspondence between Captain Tulloch and the Judicial Commissioners of Mysore relative to Syasawmy's will. The will has not yet been proved, and therefore the Executors have not been called upon to adjust the claim against the estate.

7. As Captain Tulloch states in his letter that Captain Wood left Bangalore without any transfer being effected, I may mention that in the transfer Certificate those clauses were omitted. Captain

Tulloch

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2nd that there was no Register of Office Records and

3rd that until the report regarding deficiencies on the work, which were known to exist, was forwarded it was impossible to say whether the accounts were correct or not.

8. I also forward as requested Captain Woods' explanation of his proceedings in the matters of the sale of the timber, but the greater part of his Memorandum will be found in my letter of the 19th of June 1865 N^o 563.

I have the honor to be,

Yrs,

Your most Obedt Servt.

E A Ford Esq. M.
Superintg. Engineer Sth Ath

2
P. 72 1866, 2^d letter
Pr. of Co. 25th in August
from 1865 to 1867

The Amper. Review
1865 & 1866

to
The Secretary of
Government H. W.

Written 29th July 1865
Recd 1st Aug 65 - "

1865 with
8 Indlosures.

Transmitting further in-
formation regarding
Sydney's accounts
with documents.

20. 375
1865 2369 - 1865 2481/65

From 121
The Executive
Bangalore

To The Secretary to
Government P. M. D.

11th Aug 1865
Recd.

No. 341

Submitting a copy
of the Account
Current with the
late Contractor
T. Dyasawamy Pillay
for Work on the
Rae Course

Bangalore
August 25/14
Dear Sir,
I have been down town
this morning, and this is what I
found.

My dear Sir, I only received your
letter on Saturday afternoon, and
yesterday was a holiday, and so I
could not get at any
of the books; I have been down there
this morning, and this is what I
found.

An account current was
opened by you for the Hospital work
in the same manner as for other works;
the first entry on the debtor side of
this account is

"To value of Peas supplied, which was
received from Major Murphy - 18196-14-"
after which follow the cash required,
as made.

The figures "18196-14-" are

the

to

24

written in pencil. I questioned
Macnamara as to the reason of this,
and he told me that at the
time the account was opened, a
proper account current had not
been received from Major Morgan,
and the estimate showing the value
of the timber (in the ~~gap~~ between ~~Spalding~~
and the Ex. Engr) was therefore left
blank until Major Morgan's account
was received. This account was
received in February last, and
showed the value of the timber which
had been allotted to the Hospital at
No 10196-14-0, but a further recovery
of about \$1750 had still to be made
from Major Morgan, and this would
reduce the value of the timber, the
figures were therefore only entered in
pencil, so as to be altered when
Major Morgan's account was finally
adjusted. It seems evident from all
this, that an entry of the transaction

147
Supernity Engr Officer on
Salem 15th August 1865
No. 1179.
Submitted for the
information of Govern. the
Genl. Pub. works Department
Edmund L. G. H. & E. Pease
Supernity Engineer & Dir
To the Secy to Govt. D. P. W.
Enclosures three

No 341

Executive Engineer's Office
Bangalore 11th Sept 1865

From Captain H. Lallech R.E.
Executive Engineer Bangalore

Enclosed
Bangalore

To The Secretary to Government
P. W. Department
Madras

(10)

Sir,

Enclosed
1 Copy of
Account
Current

In reply to your Memorandum No 147
of the 9th August 1865, I have the honor
to forward for your information an
exact transcript (in ink and pencil)
of the Account Current kept with the
late Ayahsawmy Pillay with reference
to the work of the Hospital on the Race
Course Barrack.

As none of the payments were made
by me, the entries in this Account Cur-
rent, which are in ink, were made
while I was not in charge of this
office.

When Colonel Ford, Superintending
Engineer of the Division, was lately in
Bangalore inspecting the accounts of
the late Ayahsawmy Pillay with this
Office, his attention was drawn to
this same subject, and he there ex-

audited the Account Current, copy
of which is now submitted by you.

I have the honor to be, Sir
Your most ob^d. Servant
E. D. L. 2 B. 11

J. Miller ~~Mr~~ Captain R. E.
Executive Eng^o Pacific

Dear Sir,
 I have been thinking
 over the suggestion of
 Mr. and Mrs. Arthur
 that I have already
 sent with the
 book the copy of the
 first part of the
 journal left at
 the Voluntary of the
 Department has been
 made 2. The
 first part of the
 book made to the
 back, without any loss

having been received on
account of the
hundred dollars deposited
the first sum by no
means prepared as yet
to admit that Talbot
is a part in his statement
of no history of these
transactions had been
made in office books.
After my arrival at
Washington I opened
a separate file for
every work from an
as no such a pre-

dictated and typed
- typed copy of the
ship board and after the
hospital residents who
- patients and tobacco
being taken at home
- before I was for
The house of the Talbot
such an office
for people are very
inefficient and many
the after a play with
way he in it office
under in the having
seen them unless he has
no more -

particulars of which per
them. I have written
-Baptist & Wesleyan
have known to work
among the people
Lepine - writes & pre
of the Hospital only
54 not included among
them. With respect to
the second point - say
most of pay that
my object in taking
I was always kept
in the timber was to
set some one to be

[illegible]

particulars of the

kind of information. It is because it was
for cause. The reasons
than those which the
hadly dissatisfied & pain-
ful at the offer of
Lyons assignment to the
Southern Railway. The
fact that the pilot work
had been the same the
United States House
had not been able to
meet with interest in
them that he could
much when any of

not without the best of
that under that the
entirely for the hos-
pital was finally
concluded and work
for commenced
under the jurisdiction
of the House of
Representatives. The
United States House
had not been able to
meet with interest in
them that he could
much when any of

particulars of each

using the timber with
 the ~~cardinal~~ ~~document~~
 January and with
 during the summer
 back to the ~~Liban~~
 the ~~young~~ ~~push~~ ~~force~~
 the ~~commencement~~ of
 this year my ~~thunder~~
 taken out ~~to~~ ~~is~~ ~~is~~
 taken - I ~~will~~ ~~be~~ ~~be~~
 to ~~December~~ ~~to~~ ~~be~~
 January the ~~teacher~~
 remained in the the
no anti the my

3

Madras Club

difference being that
about 1000000 was
for a receipt for
the same from a des-
ignable man instead
of being in the position
of having a quantity
of stock lying all
about the various
works and of which
the amount was
not known at the
the book value was.

I suppose you are
certainly a good writer
and a fine thinker.
I have been thinking
all this while
of my old friend
and how much I
have enjoyed your
letters.

Yours truly,
A. M. G.

12. 11. 1941

100

The above specimen of plain wood from a Jugnut tree, the only one I feel able to submit - is a soft -
 the
 Memorandum
 stated in
 the thin
 paper
 with
 abundant
 to the
 an entire
 containing
 for the
 Captain
 out
 the
 of the
 weight
 both
 Caution
 the part
 enclosed, all made

These papers clearly show that the responsibility for any loss that may accrue to Government from the date of delivery to the late Contractor, J. Jyasaamy Dorodally, of a quantity of teak timber without payment, or any security for payment, rests entirely with Capt. Wood. It appears that, on assuming charge of the Executive Engineer's Department at Bangalore, Capt. Wood found 556 logs of teak timber of the value of Rs 18,197 on his books, not as stock, but charged to the Nos. 10 of the New Dargah Barracks, & that, when about to take steps for verifying the measurements of the logs, a proposal was made by a large Contractor, Jyasaamy, to take over the whole, without further trouble, at the lump sum, at which the timber stood charged for in the books. This being a convenient arrangement, the offer was accepted, and on the 2nd of October last delivery of the timber was completed by Jyasaamy signing a receipt. As the man had large dealings with the Department in fulfilment of various building

Contracts, and was about to enter into an agree-
ment for the erection of the Hospital on the Race Course, involving payments to him of a ^{to work out the} ~~lax of Rupees~~ ^{Hospital Contract} for 100,000 Rs. - ^{the late} ~~the late~~ ^{Contractor} was a
the circumstances, would have been sufficiently ^{more than sufficient} ~~represented~~ ^{by the} ~~other~~ ^{other} ~~who~~ ^{who} ~~usually~~ ^{usually}
regular had he been at once debited with the ^{value of the timber in his accounts, or had} ~~value of the timber in his accounts, or had~~ ^{security been taken from him for the payment} ~~security been taken from him for the payment~~
Unfortunately neither of these things were done, ^{and I feel} ~~and I feel~~ ^{that with} ~~that with ^{his knowledge of} ~~his knowledge of
& there are no entries in the accounts, nor any ^{of} ~~of~~ ^{scampy work} ~~scampy work ^{done in this way} ~~done in this way
documents to show the nature of the transaction ^{which would be a} ~~which would be a~~ ^{very similar} ~~very similar
or the mode in which payment was to be made, ^{as was in fact} ~~as was in fact ^{made} ~~made
nor why no recoveries were made on account of ^{apart from this} ~~apart from this ^{the timber} ~~the timber
the timber from the large payments which it ^{is seen} ~~is seen ^{were made to the Contractor by} ~~were made to the Contractor by ^{Captn Wood subsequent to its delivery} ~~Captn Wood subsequent to its delivery
is seen were made to the Contractor by ^{Captn Wood subsequent to its delivery} ~~Captn Wood subsequent to its delivery
Wood subsequent to its delivery. Those payments ^{aggregate no less a sum than Rs 33,185-11-3,} ~~aggregate no less a sum than Rs 33,185-11-3, ^{that such large sums should have been fully} ~~that such large sums should have been fully
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that such large sums should have been fully ^{example of the careless and irregular manner in which} ~~example of the careless and irregular manner in which~~
disbursed in cash while so large & unsecured a ^{executive operations have been managed at Bangalore,} ~~executive operations have been managed at Bangalore,~~
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example of the careless and irregular manner in which ^{neglected.} ~~neglected.~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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to carry out his undertaking this would
doubtless have been done, but having suddenly
died before the Hospital had made much
progress, the Contractor's account at his death
showed a large sum due to Government of
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greater part.

To save the Government from loss
as far as possible, Captn Tulloch, who had
succeeded Captn Wood, seized all the timber
which remained in his yard & on the site of
the Barracks on the Race Course, and, under
the supposition that he can keep possession,
he submits a statement to show that, deduct-
ing its value from sums due to the Con-
tractor, a balance will remain of Rs 4002.14-10.
This, under any circumstances, it will be dif-
ficult to recover if the Contractor which have
been entered into with the late J. Sanyal
are not continued to his representatives.

Captn Tulloch is opposed to
this being done on the ground that, as the
late Contractor failed to give satisfaction &

retain possession of the timber which Capt
Tulloch has seized & relies upon as set
off to a large portion of the sum due the
Government by the Contractor, and moreover
that the terms of the Contract for the Hos-
pital stipulate for compensation being
awarded for any breach of its provisions, it
seems to be politic, as well as desirable, to
prevent loss and uncertain legal proceedings,
to encourage the representatives of the
deceased to carry on his undertakings.

The undersigned would therefore
suggest that Capt Tulloch be authorized to
enter into negotiations with those parties to
continue J. Jyasingh's Contract on the
equitable condition that they make good from
monies that may become due to them, all
sums owing by the deceased to Government,
at the time of his death.

I think I should like to
take a draught of
the undersigned
of the work done
(W.D.)

In a.d.

August 1865

Amul S. M.

Secretary to Government

P.S. Whilst the foregoing was in the hands
of the copyist, the undersigned learnt, during a

scamped his work by the employment of inferior
materials and bad workmanship, it is not advisable
to trust his representatives further, especially as one
of them is the Overseer who is answerable for all
the bad work performed under the deceased's Contract.
These however appear to the undersigned totally
insufficient reasons for declining an arrangement
by which the difficulties that have arisen from
the unexpected death of so large a Contractor
as the late J. Jyasingh may be got over, for
the Contract which he had signed for the erection
of the New Dragon & Artillery Hospital seems
to be drawn up in strict accordance with the
requirements of the Code, and contains all
that is necessary to give the Executive Engineer
complete control over the work as it is in
progress. He may reject any materials that
he may not approve of, & may condemn any
of the work that he may consider inferior.
It can, therefore, be only the Executive Engineer's
fault if either bad materials or workmanship
be allowed to pass; and taking into con-
sideration that it is very doubtful whether
the Government have any legal right to

I think so
(W.D.)

No doubt: &
with his experience
I foreknowledg
we do well to leave
out the Hospital
the story of the
undersigned
(W.D.)

Conversation with Capt. Wood, that the latter
had never been informed of this matter being
under reference to Government. Capt. Wood
stated that had he, while at Bangalore, been made aware of what has been doing in
the matter he would have been able to give more satisfactory explanations than he has now
the means of doing, and that he might, he believes, have even effected an adjustment
of the value of the timber by the representatives of the late Contractor. A note from Capt. Wood
on the subject is herewith circulated for the
information of Government.

Some what is
stated in these
papers, but these
Sulthan had been
ready to receive all
the information Capt. Wood
could impart
but of the readiness
and taken by
Capt. Wood
(W)

Charles H. M.

Public Works Dept

No 2369

Proceedings of the Madras Government
Under date the 15th August 1865
Read the following

From the Superintending Engineer
of the 5th Division

Forwarding further information,
regarding 'Iyasawmy's' (See order of 27th July 1865
No 985)
accounts with documents.

These papers clearly show
that the responsibility for
any loss that may accrue to
Government, from the sale to
delivery to the late Contractor,
J. Iyasawmy Broodelly, of
a quantity of teak timber
without payment, or any security
for payment, rests entirely
with Capt. Wood. It appears
that, on assuming charge of
the Executive Engineer's Depart-
ment at Bangalore, Capt. Wood
found 56 bags of
teak timber of the value of

Rs 18,197 on his books, not as
stock, but charged to the
Hospital of the New Dragoon
Barracks, & that, when about
to take steps for verifying the
measurements of the logs, a
proposal was made by a large
Contractor, Iyālammy, to take
over the whole, without further
trouble, at the lump sum at
which the timber stood charged
for in the books.

This being a con-
venient arrangement, the offer
was accepted, & on the 21st
of October last delivery of the
timber was completed by Iya-
lammy signing a receipt.
As the man had large dealings
with the Dept in fulfilment
of various building contracts,
& was about to enter into
an agreement for the erection
of the Hospital on the Race Course,
involving payments to him

of a lot of money, the trans-
action, so far, under the
circumstances, would have been
sufficiently regular ~~but for the~~
~~at once debited with the value~~
~~of the timber and his name,~~
~~had security been taken~~
from him for ~~the~~ payment.
Unfortunately ~~the~~ ^{not} ~~it~~ was done, & there ~~is~~
~~nothing~~ ^{nothing} to show
the nature of the transaction
or the mode in which payment
was to be made, nor why no
recoveries were made on account
of the timber from the large
payments which it is seen
were made to the Contractor
by Capt Wood subsequent to
its delivery. These payments
aggregate no less a sum than
Rs 33,185-11-3, & that such
large sums should have been
fully disbursed in cash while

so large and unsecured a debt
stood against the Contractor, is
but another example of the
careless & irregular manner
in which executive operations
have been managed at Bangalore,

& of the extent to which the
accounts have been neglected, and exhibits an amount of carelessness
and absence of habits of
business which is far from
creditable.

The receipt, however,
states that the timber was to be
used for the Hospital, and the
intention no doubt was that
its value was to be recovered
from any monies that might
from time to time become due
to the late Contractor as the
work proceeded. Had he lived
to carry out his undertaking
this would doubtless have been
done, but having suddenly died
before the Hospital had made
much progress, the ^{Contractors} ~~Contractor's~~
account at his death showed
a large sum due to Government
of which the value of the timber
formed the greater part.

To save the Government
from loss as far as possible, Capt.
Tulloch, who had succeeded
Capt. Wood, seized all of the
timber which remained in his
yard & on the site of the
Barracks on the Race Course,
and, under the supposition
that he can keep possession,
he submits a statement to
show that, ^{if} deducting its value
from sums due to the Contractor,
a balance will remain of
Rs 4002 - 14 - 10. This, under
any circumstances, it will
be difficult to recover if the
Contracts which have been entered
into with the late J. Jyasingh
are not continued to his
representatives. Capt. Tulloch
is opposed to this being done
on the ground that, as the late
Contractor failed to give satis-
faction & scamped his work
by the employment of inferior

materials & bad workmanship,
it is not advisable to trust his
representatives further, especially
as one of them is the Overseer
who is answerable for all the
bad work performed under the
Contracts entered into by the
deceased.

These, however, appear
to be ^{reasons} totally insufficient for
declining an arrangement by
which the difficulties that have
arisen from the unexpected death
of so large a Contractor as the
late J. J. S. may be
got over, for the Contract which
he has signed for the erection
of the New Dragoon & Artillery
Hospital seems to be drawn
up in accordance with the
requirements of the Code, &
contains all that is necessary
to give the E. Engineer complete
control over the work ^{while} it is
in progress. He may reject
any materials that he may

not approve of, & may condemn
any of the work that he may
consider inferior. It can, therefore,
be only the E. Engineer's fault
if either bad materials or work-
manship be allowed to pass;
and these the Government are
confident Capt. Tullock will
be in a position to check
with the ^{he has had} experience & ^{now proposes} foreknowledge
which he ^{has} ~~has~~ ^{now} ~~has~~ ^{proposes} ~~has~~.

Considering that it is
very doubtful whether the Govt.
has any legal right to retain
possession of the timber which
Capt. Tullock has seized &
^{which he} relies upon as a set off to a
large portion of the sum due to
Government by the Contractor,
& moreover, that the terms
of the Contract for the Hospital
stipulate for compensation
being awarded for any breach
of its provisions, it seems to be
policy, as well as desirable, to

present loss and uncertain
 legal proceedings, to encourage
 the representatives of the deceased
 to carry on his undertakings.
 Capt. Lutlock, will accordingly,
 unless he deem it absolutely
 impracticable, enter into ne-
 gotiations with these parties
 to continue J. Jyasaung's
 contracts on the equitable con-
 dition that they make good
 from monies that may become
 due to them, all sums owing
 by the deceased to Govt at
 the time of his death. -

Adm. Ad. V. C. C.
 Jyasaung's contracts
 to be continued
 on the equitable
 condition that
 they make good
 from monies
 that may become
 due to them

A.B.

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To
 The Secy & Mr. H. H. & Co.
 Conts.
 Decr 16th August

90/ 1865 Dep't
Pro. of Gov't for the

No. 2369

Pro. of the Algor
D/10 Aug 1865

The Executive Engineer
Bangalore instructed to
enter into negotiations with
the representatives of the
tractor & Agasany
with a view to their being
induced to carry on the
ceased's undertakings
at that station.

No. 375. 376.