

(1) Number of pages 12

(2) Date of repair 10 7 193

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 1383	Press ~~Mis.~~
71-72	
Dated 4 8	1868.

Not to be folded or roughly handled

23

*Proceedings of the Madras Government, Public Works Department,
4th May 1868.*

No. 71. Read the following letter from the Consulting Engineer for Railways, to the Secretary to Government, Public Works Department, dated Madras, 16th April 1868, No. 127 :—

1. The Order of Government, dated the 3rd instant, No. 1,066, was duly communicated to the Agent of the Great Southern of India Railway, and I have now the honor to submit, for the consideration of Government, two letters,* which have been since received from Mr. Betts.

* No. 2,551, dated 8th April.
„ 2,557, „ 13th „

2. It will be seen that, in order to complete the Madura survey, an offer of re-employment for a second additional period of three months was made to Mr. Dibblee, but that that gentleman declines to entertain the offer, unless it be made without prejudice to some claim which he fancies he has upon the Company for wrongful termination of his agreement.

† No. 2,551, paragraph 2.

3. In the first† of his two letters now enclosed, Mr. Betts alludes to an intimation contained in his letter to the Board, dated the 9th January last, but that letter contains no allusion to any intention of dispensing with the Chief Engineer's services. The only reference to that officer is a proposal to transfer his services (temporarily as I understood it) to the Madura survey, and, as I have already stated, I was not aware until the end of January that his agreement had been terminated.

4. Mr. Betts states that, in his opinion, Mr. St. John, the Resident Engineer, is quite competent to supervise the completion of the works upon the Erode extension, in addition to the charge of the eastern section of the line, between Negapatam and Trichinopoly. I have already stated that I cannot look upon this arrangement as in any way satisfactory. From the second‡ of the Agent's letters now

submitted, I learn, for the first time, that Mr. St. John has been appointed to succeed Mr. Dibblee; and of course to this appointment I could make no objection; but unless an Engineer is appointed to take Mr. St. John's place upon the eastern section, I am clearly of opinion that the department is short-handed and inefficient, and I trust that the Government will maintain their objections to the permanent reduction of the staff.

5. The Government are aware that it was solely on public grounds that I sought their interference in the matter. Neither I, nor any of my predecessors, have ever attempted in any way to influence the Company in the appointment of its officers; but it is clearly my duty to remonstrate when I consider economy to be carried beyond the point where inefficiency begins; and clause 10 of the Contract enables Government to require that the arrangements for carrying on the work shall be satisfactory to them.

6. With his letter of the 13th instant, the Agent encloses an extract from his letter to the Board, dated the 11th instant. A copy of that letter has this day reached me, and I beg to enclose, for the consideration of Government, a more complete extract than is given by Mr. Betts.

Proceedings of the Madras Government, Public Works Department
4th May 1868.

7. I beg to draw especial attention to the manner in which Mr. Betts attempts to make it appear that the action taken by me in the matter was consequent upon an interview which I had with Mr. Dibblee, and that my object was to force the Board to retain Mr. Dibblee's services. I leave it to the Government to take any notice they think fit of this unwarranted imputation; they are well aware that my sole object was to insure the efficiency of the Engineering staff, and that whether the post of Chief Engineer was held by Mr. Dibblee or by another was a matter of indifference. During Mr. Dibblee's interview with me, mentioned by the Agent, the only subjects that I can recollect as having been touched upon were the damage sustained by the line from the heavy floods in January, and the arrangements for carrying on the southern survey: his supposed claims against the Company were certainly never alluded to.

8. If, as asserted by the Agent, the Directors have been placed in an embarrassing position, that result is solely due to the action taken, probably on the Agent's representations, in ordering the permanent reduction of the Engineering department before the Government were satisfied that such reduction could be safely made. Mr. Betts is well aware that I recommended the opening of the line to Erode, when the works were still incomplete, as a matter of special convenience to the Company, and that I should have objected to its being then opened, had I known that the reduction of the Engineering staff was to follow.

9. Although the Government cannot be interested in "the attitude taken by Mr. Dibblee," or in the justice or otherwise of his claims against the Company, the fact, which now appears for the first time, that his retirement from the service is considered by the Agent to be beneficial to the Company's interests, may perhaps lead the Government to take a different view from that expressed in their previous order; but in any case, I trust that they will insist upon Mr. St. John's place being filled with the least possible delay. The present condition of the Engineering department upon the Great Southern Railway is most unsatisfactory and unpromising, and, in my opinion, the best way to secure a return to efficiency would be to prohibit the prosecution of the Madura survey until the required addition shall have been made to the Engineering strength. This would set free Mr. Chapman, a young Engineer who was lately employed upon the Erode extension, and who is scarcely competent to conduct by himself the important duties connected with the survey.

From the Agent of the Great Southern of India Railway, to the Consulting Engineer for Railways, dated Negapatam, 8th April 1868, No. 2,551.

1. Some few days since, finding that the rough survey of the country between Caroor and Madura still remained unfinished, I spoke with Mr. Dibblee relative to an extension of his Agreement with this Company, and I afterwards wrote to ask him if he would agree to serve the Company for three months longer. I now await his reply, and if he consents, the Directors will have time before his retirement to consider the paper which accompanied your letter No. 78, of the 4th instant.

2. With reference to paragraph 2 of your letter No. 104, I have to observe that on the 9th January last, I intimated to the Directors that I considered Mr. Dibblee's services might be dispensed with on the Erode extension, and that a copy of this intimation was forwarded to you.

3. By the next mail, however, I received a direct order from the Board of Directors to terminate the engagement of the Chief Engineer, and, fully believing the action they had taken was

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4th May 1868.

the one best calculated to advance the interests of the Company, I submit that I should have been open to censure had I taken any other course than the one I adopted.

4. I still consider that the Resident Engineer is perfectly competent to supervise the completion of the few remaining works of construction which Mr. Griffiths now has under his immediate charge; and I would point out to you that the predecessor of the present Resident Engineer had, in addition to the post Mr. St. John now holds, the entire charge of the Locomotive Department.

As the works of construction cannot be said to have increased since that time (on the contrary they have decreased) it would not be unreasonable to consider that Mr. St. John's time is at present not fully occupied.

5. The opinion of Government is of course based upon your application; I think, however, that the opinion of the responsible Agent of the Company should also be considered, and I trust, therefore, you will kindly lay this explanation before Government.

From the Agent of the Great Southern of India Railway, to the Consulting Engineer for Railways, dated Negapatam, 13th April 1868, No. 2,557.

1. Since writing my letter No. 2,551, of the 8th instant, it has occurred to me that possibly Government may not have been informed the Directors have already decided that Mr. St. John shall succeed Mr. Dibblee in the charge of the Engineering department. I am inclined to think also that Government cannot be aware of the attitude Mr. Dibblee has taken in this question; I therefore consider it advisable to ask you to place before Government the attached extract, so far as this point is concerned, from the letter which I send by this Mail to the Directors. After I had penned the remarks in question, I received from Mr. Dibblee a note, of which the following is a copy:—

"I thought I had made you aware that, in my opinion, the term of my engagement as Chief Engineer had not yet expired. As, however, you appear to consider that it has, I am willing, without prejudice, to remain in the Company's service another three months to enable you to refer home."

2. If I accepted this offer with the stipulation attached to it, I should practically, as the representative of the Directors, admit that Mr. Dibblee had a legal claim against them. I have told Mr. Dibblee I am prepared to enter into an arrangement with him for the retention of his services for three months longer without reference to the present agreement, but that I cannot for a moment recognize the reservation made in his letter.

Extract from a letter from the Agent and Traffic Manager of the Great Southern of India Railway, to the Board of Directors, dated 11th April 1868, No. 194.

Finding that the rough survey of the country between Caroor and Madura was not likely to be completed before the termination of Mr. Dibblee's agreement with the Company, I verbally asked him some short time since if it would suit his convenience to remain here to finish that work. He wished me to write to him on the subject, and I subsequently did so, asking him if he felt inclined to extend his term of service for three months longer on the same pay and allowances now drawn by him. To this I have not yet received any written reply.

From a conversation, however, which I had with Mr. Dibblee prior to my letter being written, I gathered that he disputes the power of the Board to terminate his agreement until the completion of the works of extension now under construction, he having been appointed Chief Engineer, with that express provision, that he looks upon the notice, I have given him, as illegal, and that if he elects to stay the three months longer it must be without prejudice to his claim upon the Company for wrongful termination of his agreement. Mr. Dibblee informed me he had taken legal opinion hereon in Madras, which confirmed his views; that he did not intend to proceed against the Company in this country, but that if, on his arrival at Home, he failed to obtain redress, he would have to take further steps. Mr. Dibblee also intimated to me that during his recent visit to Madras, he had made it his business to see the Consulting Engineer.

*Proceedings of the Madras Government, Public Works Department,
4th May 1868.*

On the 4th instant, the Consulting Engineer forwarded to me copy of his letter of the 24th ultimo to Government, this paper you will see in the book parcel. From it I find Major Shaw Stewart agrees with Mr. Dibblee in considering that, under the terms of his appointment, and "until such time at least as the works upon the extension shall be completed throughout," Mr. Dibblee's services should be retained.

I much regret to receive this paper, as it places the Board in a most embarrassing position. Government naturally endorse the application of their Consulting Engineer, but I think that that officer should not come between the Directors and their servants, more especially when a minute of the Board has been sent to their Agent for adoption. It has always hitherto been understood that Government does not desire to appoint the officers and servants of the Railway Company, and the latter part of clause 10 of the Contract specially stipulates this "provided always that nothing hereinbefore contained shall authorize the East India Company to appoint any officers or servants of the said Railway except such official Director as aforesaid," therefore it appears to me the Board had power to direct Mr. St. John to take charge of their Engineering department.

It is most essential that the Madura survey should be finished without further delay; and I consider it desirable, with this end in view, that Mr. Dibblee should, if he consents to stay three months longer, devote his attention to that work. Should it be necessary to call in his assistance to the Erode work, an event I consider most unlikely to occur, he will be ready at hand to take up any point which arises.

I have not the slightest hesitation in expressing my firm conviction that the Company's interest would be benefited by Mr. Dibblee's retirement from the service on the completion of the survey.

No. 72. ORDER THEREON, 4th May 1868, No. 1,383.

RAILWAY, No. 6.

1. With this letter the Consulting Engineer for Railways submits two letters addressed to him by the Agent of the

Great Southern of India Railway subsequent to the issue of the Order of the 3rd April 1868, No. 1,066, on the subject of the arrangements which have been made for carrying on the duties of the Engineering department of that Railway on the services of Mr. Dibblee being dispensed with.

2. The Government have no desire to interfere with the Directors of the Company in the appointment of its officers, but they consider that the interests of the Railway as well as the safety of the public require that the Engineering staff of the Railway should be maintained on a thoroughly efficient footing, and, entertaining this view, His Excellency in Council is of opinion that if the Resident Engineer has been promoted to the post of Chief Engineer in succession to Mr. Dibblee another fully qualified Engineer should be appointed to take Mr. St. John's place.

3. Adverting to paragraph 7 of the Consulting Engineer's letter, His Excellency in Council regrets to perceive that Mr. Betts in a communication to his Directors, appears to impute a personal bias in the action taken by Major Shaw Stewart regarding the weak state in which the Engineering staff of the Great Southern of India Railway will be left on the termination of Mr. Dibblee's connection with it. It was clearly the Consulting Engineer's duty to bring to notice what he considered defective Engineering arrangements on the Great Southern of India Railway, and, as the readiest mode of improving them, to recommend the retention of Mr. Dibblee as Chief Engineer till his services could be more conveniently

*Proceedings of the Madras Government, Public Works Department,
4th May 1868.*

niently dispensed with than at the present moment. The Government are satisfied that Major Shaw Stewart has fulfilled this duty in a conscientious and impartial spirit.

(True Extract.)

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

To the Consulting Engineer for Railways.

Ed. S. T. Augustin.

No. 2557

GREAT SOUTHERN OF INDIA RAILWAY.

AGENT'S OFFICE,

NEGAPATAM.

8th April 1868.

From

THE AGENT.

Great Southern of India Railway.

To

The Consulting Engineer for Railways
Madras

SIR,

Some few days since, finding that the rough survey of the country between Caroor and Madurai still remained unfinished, I spoke with Mr. Bissell relative to an extension of his agreement with this Company, and I afterwards wrote to ask him if he would agree to serve the Company for three months longer. I now await his reply, and if he consents, the Directors will have time before his retirement to consider the paper which accompanied your letter No. 78 of the 4th instant.

2 With reference to para 2 of your letter No. 104, I have to observe that on the 9th January last I intimated to the Directors that I considered Mr. Bissell's services might be dispensed with in the Cuddalore Extension, and that a copy of this intimation was forwarded to

to you

3/ By the next mail however I received a direct order from the Board of Directors to terminate the engagement of the Chief Engineer, and, fully believing the action they had taken was the one best calculated to advance the interests of the Company, I submit that I should have been open to censure had I taken any other course than the one I adopted. I still consider that the Resident Engineer is perfectly competent to supervise the completion of the few remaining works of construction which Mr Griffiths has under his ~~immediate~~ charge; and I would point out that the predecessor of the present Resident Engineer has in addition to the post Mr. St. John now holds, the entire charge of the Locomotive Department. As the works of construction cannot be said to have increased since that time, and the contrary they have decreased, it would not be unreasonable to consider that Mr. St. John's time is at present not fully occupied.

The opinion of Government

Government is of course based upon your application, I think, however that the opinion of the responsible Agent of the Company should also be considered and I trust therefore you will kindly lay this explanation before Government.

I have the honor to be

Yours most Obedt. Servt

Frederick W. Bell

Agent

No. 2557

GREAT SOUTHERN OF INDIA RAILWAY.

AGENT'S OFFICE.

NEGAPATAM, 15th April 1868.

From

THE AGENT

Great Southern of India Railway,

To

The Consulting Engineer
for Railways
Madras

SIR,

Since writing my letter
No. 2557 of the 8th Instant it has
occurred to me that possibly Govern-
ment may not have been inform-
ed the Directors have already decided
that Mr. St. John shall succeed Mr.
Blissie in the charge of the
Engineering Department. I am
inclined to think also that Govern-
ment cannot be aware of the
attitude Mr. Blissie has taken
on this question, I therefore consider
it advisable to ask you to place
before Government the attached
Extract, so far as this point is
concerned, from the letter which
I send by this mail to the
Directors. After I had perused
the remarks in question I
received from Mr. Blissie
a note of which the following
is a copy

I thought I had made

Yours

Yours

The Agent

No. 2557

to

The Consulting Engineer

for Railways

No. 2557

Dated 15th April 1868.

Underlying are copies
of the statement of the
Chief Engineer to the
Board of Directors

"you are aware that in my opinion
"the term of my engagement
"as Chief Engineer had not yet
"expired. As however you appear
"to consider that it has, I am will-
"ing, without prejudice, to remain
"in the Company's service another
"three months to enable you to
"refer home."

If I accept this offer
with the stipulation attached to
it I should practically as the
representative of the Directors,
admit that Mr. Dibble had a legal
claim against them. I have told
Mr. Dibble I am prepared to enter
into an arrangement with him
for the retention of his services
for three months longer, without
reference to the present agree-
ment, but that I cannot for a
moment recognize the reservation
made in his letter.

I have the honor to be
Yours most respectfully
William A. B. B.

Accepted

1868

Extract from a letter from the
Agents and Traffic Managers of the Great Southern
of India Railway to the Board of Directors No 194
dated 11th April 1868.

Finding that the rough survey of the
Country between Cannor and Alodura was not
likely to be completed before the termination of
Mr. Dibble's agreement with the Company, I
verbally asked him some short time since if it
would suit his convenience to remain here to
finish that work. He wished me to write to
him on the subject and I subsequently did so,
asking him if he felt inclined to extend his
term of service for three months longer on the
same pay and allowances now drawn by him.
To this I have not yet received any written
reply.

From a conversation however which I
had with Mr. Dibble prior to my letter being
written I gathered that he disputes the power
of the Board to terminate his agreement until
the completion of the works of extension now
under

under construction, he having been appointed
Chief Engineer with that express provision,
that he looks upon the matter I have given
him as illegal and that if he elects to stay
the three months longer, it must be without
prejudice to his claim upon the Company for
wrongful termination of his appointment.

Mr. Dikler informed me he had taken a
legal opinion hereon in Madras which con-
firmed his view, that he did not intend to
proceed against the Company in this country,
but that if on his arrival at Home, he failed
to obtain redress he would have to take further
steps. Mr. Dikler also intimated to me that
during his recent visit to Madras he had
made it his business to see the Consulting
Engineer.

On the 1st Instant the Consulting
Engineer forwarded to me a copy of his letter
of the 24th ultimo to Government. His paper
you will see in the book parcel. From
it I find Major Shaw Stewart agrees with

Mr.

Mr. Dikler in considering that under the
terms of his appointment such ¹⁵ until ~~and~~
such time at least as the works upon the ex-
tension shall be completed throughout. Mr.
Dikler's services should be retained.

I much regret to receive this paper as
it places the Board in a most embarrassing
position. Government naturally endorse
the application of this Consulting Engineer,
but I think that that Office should not
come between the Directors and their servants,
more especially when a minute of the Board
has been sent to their Agents for adoption.
It has always hitherto been understood that
Government does not desire to appoint the
Officers and servants of the Railway Company,
and the latter part of clause 10 of the Contract
specially stipulates this - provided always
that nothing hereinbefore contained shall
authorise the East India Company to appoint
any officer or servants of the said Railway
except

except such official Directors as aforesaid,"
Therefore it appears to me the Board had
power to direct Mr. John to take charge
of their Engineering Department

x x x x

It is most essential that the Madras
survey should be finished without further
delay, and I consider it desirable with this
end in view that Mr. Dibble should if
he consents to stay three months longer
devote his attention to that work. Should
it be necessary to call in his assistance to
the Crock work, an event I consider most
unlikely to occur, he will be ready at
hand to take up any point which arises.

I have not the slightest hesitation
in expressing my firm conviction that the
Company's interests would be benefited by
Mr. Dibble's retirement from the service
on the completion of the survey

(See Extract)

Wm. M. Stewart Major R.B.

Comp. Engrs. & P. & L.

14/19/80

Extract from a letter from W. S. Betts Esq.
Agent, Great Southern of India Railway, to
W. W. Mottram Esq., dated Negapatam 11 April
1880.

Finding that the rough survey of
the country between Garoor and Madras
was not likely to be completed before
the termination of Mr. Dibble's agree-
ment with the Company, I verbally
asked him some short time since if
it would suit his convenience to re-
main here to finish that work. He
wished me to write to him on the
subject, and I subsequently did so,
asking him if he felt inclined to extend
his term of service for three months
longer on the same pay and allowances
now drawn by him. To this I have not
yet received any written reply - from
a conversation, however, which I had
with Mr. Dibble prior to my letter
being written, I gathered that he dis-
putes the power of the Board to
terminate his agreement until the
completion of the works of extension
now under construction, he having
been appointed Chief Engineer with
that express provision - that he looks
upon the notice I have given him as
illegal - and that if he elects to
stay three months longer it must
be without prejudice to his claim
upon the Company for prolongation of
his agreement. He had
Mr. Dibble informed me he had
Taken

taken legal opinion hereon in Madras
which confirmed his views that he
did not intend to proceed against
the company in this country, but that
if on his arrival at home, he failed

Public Works Department.

1383.

21

Proceedings of the Madras Government.

Under date the 12th Decr 1868.

Read the following.

From the Consulting Engineer

for Railways - (N.E. No 127 dated 16 April 68)

With this letter the
Consulting Engineer for
Railways submits two
letters addressed to him
by the Agent of the
Great Southern of India
Railway subsequent to
the issue of the order
of the 3rd April 1868, No
1066, on the subject
of the arrangements
which have been made
for carrying on the

presented

Cons. Engr for Railways

duties of the Engineering
Department of that
Railway on the services
of Mr Dibble being
dispensed with -

The Government
have no desire to
interfere with the Directors
of the Company in the
appointment of its
Officers, but they consider
that the interests of
the Railway as well
as the safety of the
public require that
the Engineering Staff
of the Railway should
be maintained on
a thoroughly efficient
footing, and, entertaining
this view, His Excellency
in Council is of opinion

22
that if the Resident
Engineer has been pro-
moted to the post
of Chief Engineer in
succession to Mr
Dibble another fully
qualified Engineer shall
be appointed to take
Mr St John's place -

I think this para-
graph omitted. I don't
see any imputation
on the motives of
Major Stewart
in the correspondence.
Just a formal
reiteration of his
opinion does
not appear
superfluous.

What
Something showed I think.
he said - perhaps an impression
of the belief of Mr Stewart - that Major
Stewart has been actuated
only by a desire to secure the
interests of the public
wondered I suppose - W.D.

Adverting to para
of the Consulting Engineer's
letter, His Excellency in
Council reports to
perceive that Mr Betts
in his communication
to his Directors has
attempted to impute a
personal bias
in the action taken
by Major Stewart
regarding the
weak state in which

taken legal opinion hereon in Madras which confirmed his views that he did not intend to proceed against the Company in this country, but that if on his arrival at home, he failed to obtain redress, he would have to take further steps.

These extracts

William B. Ellis
Agent

Public Works Department.

Proceedings of the Madras Government.

Under the order of the Government dated 18th April 1868.

From the Agent

The Agent

G. S. R. 18th April 1868

7/14/19/68

The Consulting Engineer for Railways

No. 2557

Letter the

Noted 15th April 1868
Received 15th

into two

Inform that the Directors have already decided that the first of India should succeed Mr. Roberts as agent to the charge of the Engineer. The order is in the charge of the Engineer. April 1868, No. 1006, on the subject of the arrangements which have been made for carrying on the

memorandum

Com. Eng. for Railways

the Engineering Staff of
the Great Southern of
India Railway will
be left on the termina-
tion of Mr Dibblee's
connection with it.
It was clearly the
Consulting Engineer's duty
to bring to notice
what he considered
defective engineering ar-
rangements on the Great
Southern of India Railway
and, as the readiest
mode of improving
them, to recommend
the retention of Mr
Dibblee as Chief
Engineer till his
services could be more
conveniently dispensed
with than at the

I would let the
work stand

by 9

present moment. The
Government are
satisfied that Major
Thom Stewart has
filled this duty
in a conscientious
and impartial
spirit.

To the Consulting Engineer
for Railways.

Sept 5/5/88

W. B.

11-12-

Pub. Works 1868 Septth

Pro. of Gootaper May

No 1383

of the Madras Govt.
1st May 1868

Passing orders on a
from the Consulting Eng^r
arding papers from the
relative to the Engineering
of the G. S. I. Railway.

Aug 1872

2.22nd Oct 1868. P. 27