

(1) Number of pages 1810(2) Date of repair 15. 8. 00

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. <u>757</u>	Press Mis.
<u>345-46</u>	
Dated <u>14-3-</u>	<u>1871.</u>

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
14th March 1871.*

No. 345. Read the following letter from the Consulting Engineer for Irrigation and Canal Company, to the Secretary to Government, Public Works Department, dated Madras, 22nd February 1871, No. 122 :—

I HAVE the honour to submit, for the orders of Government, a letter from the Agent and Manager, Madras Irrigation and Canal Company, requesting sanction No. 80, 20th February 1871.

for his refunding to himself the sum of Rupees 700, being fourteen months' rent, at Rupees 50 a-month, which he states he has inadvertently paid for a portion of his office premises which he occupies as his residence; for that as his Agreement with the Company requires him to reside in the building provided for his office, he has been inadvertently paying for doing that which his Agreement required him to do.

2. The second clause in the Agent's Agreement is as follows :—

"The Company are to employ such Clerks and Servants, and to provide such suitable offices for the use of the said Francis Hartwell Henslowe and the Clerks and employes of the Company and at such place as the Company may from time to time think fit, and the said Francis Hartwell Henslowe is to reside in the same building with or within a convenient distance from such offices, and is not to absent himself therefrom except in the necessary business and affairs of the Company or otherwise without the sanction of the Company."

3. The wording of the above clause is very peculiar, and it is difficult to say what the intention of the Board of Directors was. If its meaning is that the Agent shall reside in the building, the whole of which is necessarily rented for an office, Mr. Henslowe's interpretation would appear correct, and he should not be required to pay rent; but another apparent meaning is that the Agent shall reside in the same building *with* the office, or in some other building within a convenient distance from the office, and in the latter case there is nothing to suggest that he should live rent free; but as it is open to doubt what the intention was, I would recommend, if the Board of Directors approve, that Mr. Henslowe be exempted from paying rent for residing in the building used as the Company's Office.

From F. H. HENSLOWE, Esq., Agent and Manager of the Madras Irrigation and Canal Company, to the Consulting Engineer for the Madras Irrigation and Canal Company, dated Madras, 20th February 1871, No. 80.

I FIND I have committed an error which requires correction.

The Company by its Agreement with me undertook to provide suitable offices for my use, and required me to reside in the same building with such offices.

When I first came to Madras I made several attempts to obtain the sanction of the Government to such an arrangement as would admit of that Covenant being carried out, but was unsuccessful.

When, however, the new system of examination of the accounts was introduced, it became indispensable to procure enlarged accommodation, and Major Mullins selected the offices which I now occupy, and which admit of my complying with the requirements of the Contract.

My mind, however, has been too much harrassed and occupied by official business since the removal was effected to admit of my paying much attention to my private interests, and I have inadvertently been paying for doing that which my Agreement required me to do.

The

*Proceedings of the Madras Government, Public Works Department,
14th March 1871.*

I have, therefore, the honour to request your sanction to the refund of Rupees 700 which I have thus improperly paid for residing in the building provided by the Company for my use in accordance with the Agreement.

No. 346.

ORDER THEREON, 14th March 1871, No. 757.

IRRIGATION, No. 25.

The Government are of opinion that the question of Mr. Henslowe's claim to a refund of rent paid by him for the occupation of a portion of his office premises as his residence is one which should, in the first instance, be referred for the decision of the Board of Directors.
(True Extract.)

Colonel, R. E.,
Secretary to Government.

To the Consulting Engineer for the Madras Irrigation and Canal Company.
" Agent and Manager for do. do.

Exd. F. R. Bantleman

*Consulting Engineers Office
Irrigation and Canal Co.
Madras 22 February 1871.*

*From Colonel J. Barendse R.E.
Consulting Engineer for I.C.C.
To Colonel C. J. Orr R.E.
Secretary to Government P.W.D.
Sir,*

Nº 80-20 Feb 1871

I have the honor to submit for the orders of Government a letter from the Agent and Manager Madras Irrigation and Canal Company requesting sanction for his refunding to himself the sum of Rupees 700, being fourteen months rent at Rupees 50 a month, which he states he has inadvertently paid for a portion of his office premises which he occupies as his residence, for that as his agreement with the Company requires him to reside in the building provided for his office, he has been inadvertently paying for doing that which his agreement required him to do.

2. The Second Clause in the agents agreement is as follows:—

The

"The Company are to employ such clerks and servants and to provide such suitable offices for the use of the said Francis Hartwell -

Henslowe and the Clerks and Employees of the Company and at such place as the Company may from time to time think fit, and the said Francis Hartwell -

Henslowe is to reside in the same building with or within a convenient distance

from such offices and is not to absent himself therefrom except in the necessary business and affairs of the Company or otherwise without the sanction of the Company."

3. The wording of the above clause is very peculiar, and it is difficult to say what the intention of the Board of Directors was. If its meaning is that the Agent shall reside in the building the whole of which is necessarily rented for an office Mr. Henslowe's interpretation would appear correct, and he should not be required to pay rent, but another apparent meaning is that the Agent shall reside in the same building with the Office, or in some other building within a convenient distance from the office

office, and in the latter case there is nothing to suggest that he should live rent free but as it is open to doubt what the intention was, I would recommend, if the Board of Directors approve, that Mr. Henslowe be exempted from paying rent for residing in the building used as the Company's office.

I have the honor to be,
Sir,

Your most obedient servant

W. Henslowe Colonel R.E.
Consulting Engineer I.V.C.C.

Ed. M.B.

Public Works Department
No. 757.
Proceedings of the Madras Government
Under date the 14th March/91

Read the following

From The Cons. Engr. S.B.C. / H.E. No. 1227/22nd February 1891

The Government
are of opinion that
the question of Mr.
Penslowes' claim to
a refund of rent paid
by him for the occupa-
tion of a portion of his
office premises as his
residence is one which
should in the first
instance be referred
for the decision of
the

N.

1891 March 14th
S.B.C. No. 856.

The Cons. Engr. S.B.C.

The Secretary to Govt.

M.C.

March 22nd 1891
S.B.C. No. 24

S.B.C.

Subscribed with his residence
within the limits of the district
and not his residence in the
district. He being 14 months
at 5000th month. He is
instructed by his authority
to his appointment with the
Company.

March 24th 1891

to 28 Feb 1911 P.M. 2nd March

Chp 345

the Board of Directors

(17)

Attest

To The President & Secy
Manager Do!
Dec 15/3/71

No. 856

Govt. of 1871 Madras.

PUBLIC WORKS.

To The Consulting Engr.
for the Madras Irrigation
and Canal Company

Further No. 1657 of 20-6-71

Dated

Recd.

Encl. 1

G. O. 14th March 1871 No. 757.

Nos. 345-346

Sub. Intimating that the
question of Mr. Henslow's claim
for a refund of rent paid by
him for the occupation of
a portion of his office premises
at his residence should be
referred to the decision
of the Board of Directors.

10/10/71

10/10/71