M.R.O. 1—77,006—8-6-37.

(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.		Press Mis.
1, 2, 3,	1.	
Dated	4-1-	1873.

Not to be folded or roughly handled

Read the following letters:—

No. 1. From the Officiating Superintending Engineer, 3rd Di[illegible]n, to the Secretary to Government, Public Works Department, dated [illegible]lary, 13th September 1872, No. 1,370.

With reference to G. O., No 2,119, of 6th instant, I have the honour to inform you that, agreeably to the instructions conveyed in paragraph 4 of the same, I have this day directed the Executive Engineer, Bellary Range, to dismiss Head Accountant G. Streenavasa Row and Maun Singh.

2. As regards Maun Singh, I beg to observe that he is a Private of the 20th Regiment, Madras Native Infantry (Regimental No. 2,755), whose services were placed at the disposal of the Public Works Department in G. O. C. C, dated 17th April 1868. It will, therefore, be necessary to remand him to his Regiment in the usual manner.

3. Regarding paragraph 7, I have called on Cart Contractor Camal Sahib to prove his claim by producing receipts or other documentary evidence in support thereof; this he confesses he cannot do, but names witnesses whom he wishes me to examine Such a proceeding would, I consider, be most unsatisfactory, as all they could, or would, say would be, that Camal Sahib's account is correct, and from the circumstances of the case, although cross-examination might produce contradictory evidence as to dates and numbers of logs, yet these are points on which any memory may well fail, and it must be remembered that the tr[illegible]n referred to is now three years old.

In a memorandum on the case, Mr. Brock writes:— "It is no doubt most [illegible]o form anything like an exact opinion on Camal Sahib's claims. Facts are urged by him which he finds it impossible to support by evidence, and there is really no one in Bellary who seems able to give information that will clear up the matter, either against, or in favour of, the Bandy Contractor."

5. The latter portion of the above seems tolerably certain, but I think there is a strong presumption in favour of the Contractor's Account being correct, as I shall explain.

6. I have taken the trouble to compare the Invoices of timber sent by Messrs. Binny and Co, (and these alone are concerned) with the timber stated in the Yard Log Book to have been received from Messrs. Binny and Co., and both of these with the Account of Camal Sahib, which is in full detail, giving dates, and the number marked on each log.

7. I may here say that the numbers in all three range from 1 to 197, but are anything but consecutive, and that in all three there are numbers wanting.

8. The analysis of the three lists is as follows:—

In all three lists Nos. 79—95 (both inclusive) 162 are wanting. In the Log Book, besides the above, there are wanting Nos. 76, 111, 115, 163, 194, 196. There are wanting in Camal Sahib's Account the undernoted, against which I append remarks taken from the Log Book:—

1*st*.—No. 16, [illegible]1 to Soobanah.
2*nd*.— ,, 58, [illegible]tive Infantry Hospital.
3*rd*.— ,, 77, [illegible]d.
4*th*.— ,, 78, Native Infantry Hospital.

5th —No. 115, not in Log Book, though in Binny and Co 's list.
6th — ,, 123, Lock Hospital.
7th and 8th —Nos. 124, 125, Jail and Lingasoogoor.
9th —No. 149, Lingasoogoor.
10th — ,, 196, not in Log Book, though in Binny and Co.'s list.

I would here have it understood that Camal Sahib of course does not claim for the above; but as he is stated to have been the only Contractor who carted this timber received from Messrs. Binny and Co., I have thought it well to mention the fact as set forth above.

9. The agreement of all three lists as to seventeen consecutive numbers being wanting, also to an isolated number, such as 162, seems to me a very strong point in the Contractor's favour, and I must say, that the man's bearing and demeanour lead me to believe his statement, while one of his witnesses is a large Commissariat Contractor of, I believe, undoubted respectability.

10. I should state that the Log Book is not signed by any one, and the man who kept it has, I believe, left Bellary; but looking to the irregularities—I may say —" plundering" that has gone on in connection with the store timber, I think it in the last degree unlikely that more timber would have been put down as received than was actually received; if there was any falsification in this respect, it would certainly have been in the opposite direction.

11. I would further remark that I tested the Contractor's Account as to dates. Messrs Binny and Co 's Invoices range between 3rd April and 27th May, and the Contractor's operations extend between 2 th April and 19th June. Had I then found any log of an Invoice, dated, say, 10th May, carted on or before that date, I would have fairly concluded the Contractor's Account to be fictitious. I have found no discrepancy of the kind

12. As Government may consider the proof here adduced unsatisfactory, and may determine to have it tested in a Court of Law, I consider it would be improper in me to make any further remarks, and I therefore await instructions.

No 2. From the same Officer, dated Bellary, 19th November 1872, No 1,941.

I HAVE the honour to make a further report with reference to G. O, No. 2,119, dated 6th September 1872, paragraph 7, in regard to the claims made by a Timber Cart Contractor Camal Sahib at Bellary, and in continuation of Major Vertue's letter, No. 1,370, dated 13th September 1872.

2. I would first observe that in accordance with Chief Engineer's Memorandum, No 125, dated 26th September 1872, a reference made to, and communication received from, Messrs. Binny and Co, has shown us what an examination of the documents in this Office could equally well have done, that certain logs of Teak Timber wanting in the list said to comprise the quantity to be delivered by this Contractor were not sent from Madras by the Firm with the lot, and I find they are neither taken credit for in Camal Sahib's Accounts nor in the Log and Timber Yard Books, for the period within which these transactions range.

3. I would also observe that there appears to me to have been no insurmountable difficulty in settling this man's just claim at the time when the timber

Proceedings of the Madras Government, Public Works Department, 4th January 1873.

was delivered; but this is another one of the numerous instances in this Division of a dispute or a difficulty in the adjustment of an account or of an expenditure, which could easily have been arranged when all the parties to the transaction were present, though possibly involving a reference to Government, being indefinitely postponed until the Officers and Subordinates who could render explanation on the subject were removed or transferred.

4. The Timber Contractor Camal Sahib, three and a half years ago gave in a detailed list of the logs he had delivered, the number marked on them, as well as the names of bandy-men and number of bandies The quantity to be delivered was 12,569 Cubic feet, at 6½ Annas average per foot, costing about 5,106 Rupees for delivery. He had received 3,495 Rupees advance, and demanded 1,611 Rupees balance, which was slightly in excess, as he charged a lump sum on the whole of the logs sent up by Messrs. Binny and Co, not having kept any account of the cubic contents of the timber. In Mr. Fraser's report, paragraph 2, embodied in G O, No 574, dated 2nd March 1872, the Executive Engineer shows that this payment was refused because logs to the extent of 752 cubic feet, and valued at 2,068 Rupees, were not delivered Now, Mr. Fraser states that Camal Sahib was not accused of stealing these logs, and there is nothing in the papers before me to show that such an accusation was ever hinted at, but of failing to deliver them. The cost consequently of their carriage only was 305 Rupees, and if the lists were correct the difference in any case, Rupees 1,306, might have been paid him. Had the Contractor been charged with the theft of the logs, or been made responsible for them, their value 2,063 Rupees should have been recovered from him, and his claim for the carriage of a certain quantity, Rupees 1,306, being admitted; the difference of these amounts should have been forthwith made good. No demand upon him, however, has ever been made, and, in reply to his incessant appeals for the settlement of his account, he has been informed that the matter was under consideration. The Executive Engineer of the Range had placed himself in a difficult position which may possibly account for the delay. If he admitted the justice of the man's claim, who was to be made accountable for the 2,063 Rupees worth of timber not credited in his Log Books and missing between Tadpatry, the Railway Station, and Bellary? The Serjeant in charge at Tadpatry had not kept proper Accounts, and no vouchers were forthcoming to show satisfactorily what amount of timber was, or was not, delivered to Camal Sahib. Again, it is very possible, as there was a deficiency in the timber valuation, the Executive Engineer had some hesitation in adjusting this man's claim, and so adding to the amount of unadjusted expenditure connected with the yard transactions.

No 548, dated 22nd January 1872

5 Now in making a close scrutiny of these accounts and the various lists furnished by Messrs. Binny and Camal Sahib, which might have readily been made at the time, I find that Maun Singh, the Maistry, lately dismissed, gives a list of 17 logs in whole, half and quarter pieces, which he says were not delivered by Camal Sahib, amounting to 752 Cubic feet, and valued at 2,068 Rupees, as stated above, but on comparing the Contractor's list with this one, I find that he, the Contractor, does not profess to have delivered 4 of these logs, amounting to 279 Cubic feet, valued at 767 Rupees, so that the real amount which should have been

Contractor Camal Sahib to prove his claim

deducted from his Account for delivery, supposing it to be otherwise correct, should have been 192 Rupees,* not 305 Rupees. I find, moreover, in looking over the Log Book and Camal Sahib's lists, seven logs which were shown to be delivered in the former, have not been charged for at all in the latter, so that actually the Contractor should be paid 179 Rupees† on these logs for delivery, which would reduce the amount to be deducted from his bill, supposing it to be correct, to the sum of Rupees 13. In making this latter calculation, I have allowed credit for the carriage of two logs, which were delivered by Camal Sahib under wrong numbers and disallowed by the Yard Superintendent.

* 473 Cubic feet at 6 Annas 6 Pie per foot, carriage

† Seven logs and two logs measuring 442 Cubic feet at 6 Annas 6 Pie per foot, carriage.

6. Major Vertue, in paragraph 10 of his report, believes the writer of the Log Book to have left Bellary, but from all the information I can gather from the Accountants of the Range Office, I learn that the greater part, if not the whole, of this book is written by Maun Singh. Not only did he keep this Log Book. but most of the receipts and issues of timber were written by him, and he was, if not actually, Yard Superintendent, constantly employed in the yard, and I cannot believe that sufficient grounds were brought forward in the papers recorded at the head of G O, No. 2,672, dated 13th November 1872, to exonerate him from all complicity in the very fraudulent transactions lately brought to light.

7. I do not hesitate in recommending Government to allow Camal Sahib to be paid the sum he demands for the carriage of the timber, Rupees 1,611-5-9, less Rupees 113-5-6, on 279 Cubic feet of timber for four logs not delivered, and referred to in paragraphs 4 and 5, the amount‡ being entered in the Statement of Savings and Demands to be submitted before the close of the official year. In the absence of the chief actors in these transactions, and owing to the dismissal of the principal Native Subordinates, it is extremely difficult, as already pointed out by the Controller, and late Officiating Superintending Engineer, to get satisfactorily at the actual truth, more especially as the Yard, Log, Receipt, and Issue Timber books, are most irregularly kept, full of erasures and blunders, and most untrustworthy. It is true that Camal Sahib has no receipts to show for the delivery of his timber, but it was well known that these were refused him. His witnesses, also, as to the delivery of the timber whom he is ready to bring forward may not add much weight to the evidence in a Court of Law, but I would add that the Contractor himself has been employed in this Cantonment for very many years by the Heads of departments, and bears a high character; whilst those who are ready to give testimony on his behalf are equally trustworthy. The man's bearing and antecedents are all in his favour, and the facts of his omitting from his list all the logs§ detained by Messrs. Binny and Co., and of his having left out seven logs in his Accounts which he had actually delivered at the yard, are also very much in his favour, and tend to show the truthfulness of his accounts.

	RS	A.	P.
‡	1,611	5	9
	113	5	6
	1,498	0	3

§ Logs Nos 79 to 95 inclusive, and No 162.

No. 3. ORDER THEREON, 4th January 1873, No. 1.

ACCOUNT, No. 1.

CAMAL Sahib's claim appears to have been for Rupees 1,611, the balance of Rupees 5,106 for delivery of 12,569 Cubic feet of timber on which he had received Rupees 3,495. His claim was not settled by Lieutenant-Colonel Palmer on the plea of non-delivery of 752 Cubic feet of timber; which if substantiated would not only have reduced his claim by Rupees 305½ the charge for carriage of that quantity, but have brought a heavy balance against him by his becoming liable for the value of the timber stated at Rupees 2,068.

2. The Contractor's operations extended over the period between 25th April and 19th June 1869. Lieutenant-Colonel Palmer went home in June 1871 leaving the claim outstanding; and the Superintending Engineer Lieutenant-Colonel A. Moberly in May 1872, having taken no steps personally towards settlement of the question.

3. In their Order No. 2,119 of 6th September the Government directed active measures to be taken for settling the claim, so much of it as the Carriage Contractor could prove being satisfied, and the remainder being referred for legal decision. Under date the 13th September Major Vertue has reported that there is a strong presumption in favour of the Contractor's claim being correct, and Colonel Bean under date the 19th November does not hesitate to recommend his being paid all but Rupees 113 on four logs the delivery of which appears to him to have been doubtful.

4. Considering the length of time that the Contractor has been kept out of his money, and the utter untrustworthiness of the account purporting to have been kept by the dismissed Yard Superintendent, on which Colonel Bean grounds his proposed reduction of the claim, His Excellency the Governor in Council directs its immediate discharge; on condition of the Contractor giving a receipt in full of all demands in connection with the particular transaction in question.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer of Bellary.
„ Controller of Public Works Accounts.

Exd G. A. Turton.

No. 1370 Superintending Engineer's Office.
3rd Division.
Bellary 13th September 1872.

From,

The Superintending Engineer
3rd Division.

To,

The Secretary to Government
P. W. Department
Fort Saint George

Enclosures.

Sir,

With reference to Gov. C. No. 2119 of 6 Inst.
I have the honor to inform you that agreeably to the
instructions conveyed in para 4 of the same, I have
this day directed the Executive Engineer Bellary
Ranger to dismiss Head Accountant Gy. Sheriff
-ca Row and Mann Singh.

2. As regards Mann Singh, I beg to observe that
was a Private of the 20th Regiment N. N. I. (Reg
-imental No. 2755), whose services were placed at
the disposal of the P. W. Department on Gy. C. No.
Dated 14th April 1868. It will therefore be necessa
to remand him to his Regiment on the usual ma
ner.

3. Regarding para 7- I have called on Con
Contractor Kamal Sahib to show his claim

providing Receipts, or other Documentary evidence
in support thereof, this he confesses he cannot
do, but names witnesses, whom he requests may be
examined. Such a proceeding would I consider, be
most unsatisfactory, as all they could or would,
say would be, that Kamal Sahib's Account is
correct, and from the circumstances of the case,
although cross-examination might produce con-
tradictory evidence as to dates & number of logs,
yet there are points on which any memory may
well fail, and it must be remembered that the
transaction referred to is now 3 years old.



In a Memorandum on the case Mr
writes, "I have no doubt most difficult to sum
up like an exact account on Kamal
Dawn's claims. Facts are urged by them which he
finds it impossible to support by evidence, and there
is really no one in Bellary who seems able to give
information that will clear up the matter, either
for or against the Bundy Contractor."

5. The latter portion of the above seems liberally
extreme, but I think there is a strong presump-
tion in favor of the Contractor's Account being
correct, as I shall explain.

6. I have taken the trouble to compare the
Invoices of Timber sent by Messrs Binny & Co.
(and these alone are concerned) with the Timber
stated in the Yard Log Book to have been
received from Messrs Binny & Co., and both of
these with the Account of Kamal Sahib, which
is in full detail, giving dates, and the number
marked on each Log.

7. I may here say, that the numbers in all
three range from 1 to 197 but are anything but
consecutive, and that in all three there are
numbers wanting.

8. The Analysis of the 3 Lists is as follows:—
In all three Lists Nos. 79-95 (both inclusive)
and 162 are wanting. In the Log Book, besides
the above there are wanting Nos. 76, 111, 115, 163, 194,
196. There are wanting in Kamal Sahib's Ac
count the undernoted, against which I append
remarks taken from the Log Book

1st — No 16 — Sold to Sabanah.
2d — No 58 — N. I. Hospital
3d — No 77 — Sold.
4th — No. 78 — N. I. Hospital.
5th — No 115 — Not in Log Book, though in
Binny. 46th List.
6th — No 123 — Sold to Sabanah.

8th Nos 124, 125 — Jail and Lingasoogoor
9th Nos 149 — Lingasoogoor —
10th Nos 196 — Not in Log Book. thought in Binny & Co's List.

I would here have it understood that Hamad Sahib of course does not claim for the above, but as he is stated to have been the only Contractor who carted this Timber received from Messrs Binny & Co, I have thought it well to mention the fact as set forth above.

9. The agreement of all 3 lists as to 14 consecutive numbers being wanting) also to one isolated number such as 162, seems to me a very strong point in the Contractors favor, and I must say that the man's bearing & demeanour lead me to believe his Statement, while one of his witnesses is a large Commissariat Contractor of, I believe, undoubted respectability -

10. I should state that the Log Book is not signed by any one, and the man who kept it has I believe left Bellary, but looking to the irregularities. I may say - "plundering" that has gone on in connection with the Store Timber, I think it in the last degree unlikely that more Timber would have been but down in the Log Book than actually received; if there was any falsification in this respect, it would certainly have been in the opposite direction.

11 - I would further remark that I tested the Contractor's Account as to dates. Messrs Binny & Co's Invoices range between 3rd April & 27th May and the Contractors operations extend between 25th April & 19th June. Had I thus found any Log of an Invoice dated - say 16th May carried on, or before that date, I would have further concluded the Contractor's Account to be fictitious. I have found no discrepancy of the kind.

12. The Government may consider the proof adduced unsatisfactory, and may determine to have it tested in a Court of Law, I consider it would be improper in me to make any further remarks, and I therefore await instructions.

I have the honor to be
Sir
Your most Obedt. Servant
Lauer Carter Major R.E.
Offg. Supty. Engineer S. Division

No. 13

Supdt Engineers Office 3rd Div.
Bellary 19th November 1872

No. 1941

From

Asst Supdt Engineer

2nd Division

To

The Secretary to Government

P.W. Department

Fort St George

Sir,

I have the honor to transmit herewith for submission to Government Mr. Smith's Petition to G.O. No. 2119 Dt. 6th September 1872 praying that he may be allowed to the claim made by the Civil Contractor Konnal Subbiah of Bellary for certain additional work executed by him in connection with the Bridge Contract No. 13/10 Dt. 13th September 1872.

2. I would submit that Government may be pleased to sanction the payment to Mr. Smith of the amount of Rs. 135 as detailed in the accompanying Statement.

I have the honor to be
Sir
Your most obedient servant
Asst Supdt Engineer

P.W.D. 1872. Report
From, Supdt Engineer for Bellary
No. 4546.

The Superintending Engineer
3rd Division.

To,
The Secretary to Government
P.W. Department
Fort St George

No. 1370

Dated 13th September 1872.
Copied
Received

ENCLOSURES.

Mr. Smith's petition to G.O. No. 2119 of 6th Sept. 1872 stating that he is entitled to the sum claimed by Contractor Konnal Subbiah.

No 1

No. 29 Dt 3/72 Recd 4th Nov 72

in the list said to comprise the quantity to be delivered by this Contractor were not sent from Madras by the Firm with this lot, and I find they are neither taken credit for in Canal Sahibs Accounts nor in the Log & Timber Yard Books, for the period within which these transactions ranges.

3. I would also observe that there appears to me to have been no insurmountable difficulty in settling this claim just claimed at the time when the Timber was delivered, but this is another one of the numerous instances in this Division of a dispute or a difficulty in the adjustment of an account of any expenditure, which could easily have been arranged when all the parties to the transaction were present, though possibly involving a reference to Government, being indefinitely postponed until the Officers and Subordinates who could render explanation on the subject were removed or transferred.

4. The Timber Contractor Canal Sahib, hired, said a half years ago gave me a detailed list

No. 548 Dy.
22nd January 1872.

list of the logs he had delivered, the number marked on them, as well as the names of bandy men and number of bandies. The quantity to be delivered was 12569 Cubic feet, at 6/2 Annas aver ago per foot, costing about 5106 Rs for delivery. He had received 3495 Rs in advance, and demanded 1611 Rs balance, which was slightly in excess, as he charged a lump sum on the whole of the logs sent up by Messrs. Binny & Co., not having kept any account of the Cubic contents of the timber. In Mr. Fraser's report paragraph 2, embodied in G.O. No. 574 Dy. 2nd March 1872, the Executive Engineer shows that this payment was refused because logs to the extent of 752 Cubic feet and valued at 2068 Rs. were not delivered. Now Mr. Fraser states that Canal Sahib was not accused of stealing these logs, and there is nothing in the papers before me to show that such an accusation was ever hinted at, but of failing to deliver them. The cost consequently of their carriage only was 305 Rs. and if the lists were correct the difference, in any case, Rs. 1306, might have been paid him. Had the Contractor been

Charged

charged with the theft of the logs, or been made responsible for them, their value 2068 Rs. should have been recovered from him, and his claim for the carriage of a certain quantity Rs 1306 being admitted, the difference of these amounts should have been forthwith made good. No demand upon him however has ever been made, and in reply to his incessant appeals for the settlement of his account, he has been informed that the matter was under consideration. The Executive Engineer of the Range had placed himself in a difficult position which may possibly account for the delay. If he admitted the justice of the man's claim, who was to be made accountable for the 2068 Rs worth of Timber not credited in his Log books missing between Jadpaty the Railway Station and Bellary. The Serjeant in charge at Jadpaty had not kept proper Accounts, and no vouchers were forthcoming to show satisfactorily what amount of Timber was or was not delivered to Canal Sahib. Again it is very possible, as there was a deficiency in the Timber valuation,

the Executive Engineer had some hesitation in adjusting this mans claim, and so adding to the amount of unadjusted expenditure connected with the Yard transactions.

5. Now in making a close scrutiny of these accounts and the various lists furnished by Messrs Binny & Canal Sahib, which might have readily been made at the time, I find that Maun Sing the mistry lately dismissed gives a list of 14 logs in whole, half and quarter pieces, which he says were not delivered by Canal Sahib amounting to 752 Cubic feet and valued at 2068 Rs, as stated above, but on comparing the Contractors list with this one, I find that he, the Contractor, does not profess to have delivered 4 of these logs amounting to 279 Cubic feet, valued at 767 Rupees, so that the real amount which should have been deducted from his account for delivery, supposing it to be otherwise correct, should have been 192 Rs not 305 Rs. I find moreover in looking over the Log Book and Canal Sahibs lists, seven logs which were shown to be delivered in the former, have not been charged

4 logs [illegible] 752 279 473 Cft at 6as 6p. per foot carriage

for, at all in the latter, so that actually the Contractor should be paid 179 Rs. on those logs for delivery, which would reduce the amount to be deducted from his bill, supposing it to be correct, to the sum of Rs 13. In making this latter calculation, I have allowed credit for the carriage of two logs, which were delivered by Canal Sahib under wrong numbers and disallowed by the Yard Superintendent C. Major Vertue, in paragraph 10 of his report, believes the writer of the Log book to have left Bellary, but from all the information I can gather from the Accountants of the Range Office, I learn that the greater part, if not the whole, of this Book is written by Maun Sing - Not only did he keep this Log book, but most of the receipts and issues of timber were written by him, and he was, if not actually Yard Superintendent, constantly employed in the Yard, and I cannot believe that sufficient grounds were brought forward in the papers recorded at the head of G.O. No. 2672. Dt: 13 November 1872, to exonerate him from all complicity in the very

* Seven logs & two logs measuring 442 Cft at 6 as. 6 p. foot - Carriage

Rs 1611 " 5 " 9
113 " 5 " 6
1498 " 0 " 3

very fraudulent transactions lately brought to light.

7. I do not hesitate in recommending Government to allow Canal Sahib to be paid the sum he demands for the carriage of the Timber, Rs 1611 " 5 " 9, less Rs 113 " 5 " 6, on 279 Cft. of Timber for 4 Logs not delivered and refused to in paragraphs 4 and 5, the amount being entered in the Statement of Savings & Demands to be submitted before the close of the Official Year. In the absence of the chief actors in these transactions, and owing to the drunkenness of the principal native Subordinates, it is extremely difficult, as already pointed out by the Controller, and late Officiating Superintending Engineer, to get satisfactorily at the actual truth, more especially as the Yard, Log, Receipt and Issue Timber Books, are most irregularly kept, full of erasures & blunders & most untrustworthy - It is true that Canal Sahib has no Receipts to show for the delivery of his Timber, but it was well known that these were refused him - His witnesses, also, as to the delivery of the Timber whom he is now

to bring forward may not add much weight to the evidence in a Court of Law, but I would add that the Contractor himself has been employed in this Cantonment for very many years by the heads of Departments, and bears a high character, whilst those who are ready to give testimony on his behalf are equally trustworthy. The man's bearing and antecedents are all in his favor, and the facts of his omitting from the list all the loss detected by Injr. Binny & Co., and of his having left out seven loss in his accounts which he had actually delivered at the Yard, are also very much in his favor, and tend to show the truthfulness of his accounts.

I have the honor to be
Sir
Your most Obet. Servant
J Fraser Col. R.E.
Secretg. Engineer 3d Div.

* Loss Nos. 95 inclu and No.

Vide on
Kanal Sahibs claim.

A certain quan-
tity of timber is described
as to be delivered by the
Contractor whether this
quantity is that in
the Estimate in Kanal
Sahibs Agreement
if he had one. In
Birrys Agreement
or how based is not stated.
Of this quantity, certain
logs

Cas & Muncle 1/2 pp 34-35
" 6 Sept — " 77-78
" 26 — — 126 Memo
" 13 Nov — 214-215

B. W. 1872 Depart.
Irrigation for Canal
From No. 5764.
The Superintending
Engineer
3rd Circle
To The Secretary to Government
P.W.D. Department
Fort Saint George
No. 1941.
Dated 18th
Rec'd 22nd November 1872

Reports further with
reference to G.O. No. 2119
Dt. 6th September last in the
hand to the Memo made
by Timber Contractor
Canal Sahibs.

No 2

Signature illegible
Asst. Engineer

logs 17 in number were not sent by Binny, were not claimed by Kamal Sahib & were not entered in any yard accounts, (according to Major Vertue)

Kamal Sahib, 3½ years ago sent in a claim for ——— work done, detailing number of logs - descriptive marks of each & names of landy men &c. Colonel Beau says the quantity to be delivered was 2,569 cubic feet at 6½ annas - 5106 Rupees. Kamal Sahib had received 3495 Rs and demanded 1611; the balance; which is said to be slightly in excess because a lump sum was charged on the whole of the logs sent up by Binny & Co, instead of the cubical contents of the timber having been kept."

(the yard Superintendent)

It appears that Mauri Singh gave in the list 17 logs amounting to 752 C. feet and valued at 206 Rupees which he says were not delivered by Kamal Sahib. Colonel Beau says these same logs were detained by Binny and Co., that Kamal Sahib did not profit to

to have delivered 4 of them.
1279 Cubic feet. It might
be assumed therefore from
this that he did profess
to have carted the remain-
-ing 13 rough Captain
Vertue says in his Paras
7 and 8 that they are
all omitted from Kamal
Sahibs' list.

Colonel Beau
further says that 7 logs
are found in the yard
books which were not
charged for by Kamal
Sahib, they amount to
442 Cubic feet including
the other logs which were
delivered by Kamal Sahib
under wrong number and
therefore

Supdg Engineer 3d Class

therefore rejected by the
Yard Superintendent.

From a perusal
of the papers it appears
that Bunny & Co agreed
to send a certain num-
-ber of Cubic feet of teak
which Kamal Sahib
agreed to cart.

Having carted the
wood the Contractor claim
-ed a balance of 611 Rs.
being due for the delivery
of 12,569 C feet for which
he had received an
advance of Rupees 3495.
I cannot reconcile the
two letters written by
Colonel Beau and
Major Vertue, I understand
from

from the latter that logs
No. 79 to 95 inclusive
and No 162 are not to
be found in either "Kamal
Sahibs claim" the yard
books" or "Bunny's invoices"
while Colonel Beam says
the Contractor did not
profess to have delivered
4 of these logs from which
it might be inferred that he did profess,
that is, enter detailed num-
bers, for the remaining
13 logs and yet in his
last paras. he recommends
the cost of their cartage
to be struck out from Kamal
Sahibs claim, as if their
value had been included
in the total claim, though
their

their numbers were omitted
in the detailed list.

Nine logs proved
by the books to have
been delivered and omitted
in Kamal Sahibs list
of logs carted might I
think fairly be credited
to him. they are said to
have contained 442 Cubic
feet and the only fair
way would I think be
to assume that the man
carted all that Bunny
sent and pay him accordingly.

I conclude from
Colonel Beam's letter that
the 752 Cubic feet reported
missing by Maun Singh
were never sent by Bunny
&c

H.C. and are therefore account-
ed for - and as all that
Bunny H.C. did and reached
and there was only one
Contractor there can be
no doubt about the
amount of the Contractors
claim.

He appears to have
kept no accounts or in-
correct ones. The Govern-
ment Officers kept none
either and it seems to
have been attempted by
the Contractor subsequently
to give detailed number
corresponding to the amount
of his claim that in doing
so he omitted some he
had carted and either
did

did or did not according
to whether Colonel
Bean or Major
Vertue is correct, enter
others that he read
not carted.

C.J.

576
+
5706

Accn[illegible] D/11 Dept 33

No 1

Proceedings of the Madras Government

Under date the November 1872

Read the following

From the Supg Engineer 3rd Division Store outer No 1370 of 13th Sept 1872

From Do — Do 5th Do — to Store outer No 1941 of 19 Nov 1872

Canal Sahibs

Claim appears to have been for Rs 1611. the balance of Rs 5106 for delivery of 12569 Cubic feet of Timber on which he had received Rs 3495 His claim was not settled by Lieutenant Colonel Palmer on the plea of non delivery of 752 Cubic feet of Timber; which if

substantiated would not only have reduced his claim by Rs 305-½ the charge for carriage of that quantity, but have brought a heavy balance against him by his becoming liable for the value of the timber stated at Rs 2068-

The Contractors operations extended over the period between 25th April and 19th June 1869- Lieut Colonel Palmer went home in June 1871 leaving the claim outstanding; and the Supt Engineer Lieut Colonel A. Moberly in May 1872 having taken no

steps personally towards settlement of the question.

In their order &c 2119 of 6th September the Government directed active measures to be taken for settling the claim; so much of it as the Carriage Contractor could prove being satisfied, and the remainder being referred for legal decision- Under date the 13th September Major Verner has reported that there is a strong presumption in favour of the Contractors claim being correct- And Colonel Bean under

date the 19th November does not hesitate to recommend his being paid all but Rs 113 on 4 bags the delivery of which appears to him to have been doubtful.

Considering the length of time that the Contractor has been kept out of his money, and the utter untrustworthiness of the account purporting to have been kept by the dismissed Yard Superintendent, on which Colonel Bean grounds his proposed reduction of the claim, His Excellency the Governor in Council directs its immediate discharge; on condition of the Contractor giving a receipt in full of all demands in connection with the particular transaction in question.

GMW

Dist Supt Genl Bellary /
Controller

50
3

Desp 6/1/73.

Govt. of

PUBLIC WORKS

To The District Engineer
Bellary

Dated

Recd. Encl

1873
G O, 4th January 1872, No 1-

Nos. 1(2)3

Timber. Pre-emptive

discharge of the claim of
the Contractor for
Timber supplied
& levied on the condition of
his granting a receipt
in full of all demands.