

N^o 2610

Supt^g of Works Office Kistna
Camp Bezvada
28th February 1881.
Des^g 5

From
The Superintendent of Works
Kistna

To
The Chief Engineer
P. W. Department
Madras.

Enclosed
for the Chief Engineer
of 24-2-81 from Mr
McGladstone

In my N^o 2164 of the 23rd December 1880 re-
-porting regarding the Bezvada Workshops I men-
-tioned that among the sums owing to the Bez-
-vada Workshops, there was due by Mr E. Sewell

C. S. the sum of Rs 1303-1-4 for a boat built for him.

2 The bill was sent in on the 13th January,
and included an item of Rs 130-0-0 for some iron
gates ordered by Mr Sewell, which bill has subse-
-quently been paid by the Sanivarampettah Zamindar.

3 After considerable correspondence Mr Sewell
has declined to take the boat and pay the bill.
I write therefore to request orders on the matter.

4 I will give as briefly as I can, the history
of the matter as exhibited in the correspondence.

(I) Mr Sewell in 1878 bought the hull of a
boat at Bezvada and sent it to the Workshops
to be fitted as a Cabin boat, see para 5 of Mr
Sewell's

Sewell's letter of 5th February 1881.

(I) Plans and Estimates for fitting up this boat were prepared in the Workshop. Original plan and copy of Estimate both dated 24th November 1878 are attached.

(II) On the 27th November 1878, Mr. Sewell wrote ordering the work to proceed. Mr. Sewell's letter attached in para 7 of his letter of the 5th February 1881 that he does not remember seeing any plan or Estimate. But as with his letter of the 27th November he returned the plan, it is a fair presumption that the Estimate of the same date, amounting to Rs 600-0-0 was sent to him. This Estimate is for inferior material called 3rd class Timber in the abstract and publisk timber in the detailed Estimate. The rate of Rs 1-12-0 per c. foot shows also that the workmanship was to be rough. There is no provision for masts and sails. Mr. Sewell's order to proceed with the boat is repeated on the 1st December 1878 (letter attached).

(III) On the 22nd December 1878 Mr. Sewell forwarded a lengthy description of the style of boat he required, which differs altogether from the design of the 24th November, which is for a boat without an upper roof. The first para. of the letter of the 22nd December, confirms the statements made by Mr. Lambert and Lieut. Hambley that

there were 3 changes of design. The first is shown in the plan; the second that of a boat with the upper roof carried out over the gang-board like for Hasted's boat; and lastly Mr. Sewell's final design, in accordance with which the boat was completed. Throughout this specification it is clear that good work was intended, though no specific orders for the use of better material than 3rd class Timber appear to have been given in writing.

(IV) After altering the entire design of the boat on the 22nd December 1878, Mr. Sewell failed to obtain from the Workshop any Estimate of the cost of the new arrangements, and thus seems to me to have made himself responsible for the whole cost of the work, whatever that amounted to.

(V) The specification also shows that Mr. Sewell is himself responsible, for the details of the present design and thus for the failure of the boat to carry sail. As Mr. Sewell's own design has been carried out, I cannot see how the "Workshop Officials spoiled his hull". I quite think however that it should have been seen at once, that the boat sketched on page 1 of the letter of 22nd December (which though a rough sketch gives a fairly accurate idea of the hull and cabins) must

necessarily be top heavy.

(VII) When ordering the boat from the Workshop, Mr. Sewell failed to do so through the responsible Officer, the Executive Engineer, Mr. Peters is to blame for having allowed his subordinate to communicate direct with Mr. Sewell, but that does not, I think, clear Mr. Sewell. He allowed Sgt. Hambley to do work in his name and to spend a large sum of Government money on his instructions and failed to look after his own interests and ascertain precisely what his probable liabilities would be.

(VIII) In para 24 of Mr. Grant's letter a statement is given showing why the boat cost so much more than the original Estimate of Rs 600-0-0. The boat is undoubtedly dear, considering that the cost is Rs $350 + 1192 =$ Rs 1542. I could not on account of her crankiness recommend her being purchased for Government use.

(IX) Before the boat was completed, Mr. Sewell left India on furlough. Whether or not he left any instructions with Mr. Peters, as to what was to be done with the boat when finished, I cannot say; nothing on this point is to be found on records.

(X) The Bill for the boat was sent to Mr. Sewell in England, and on the 2nd April 1880, herewith attached

he wrote a letter requesting certain details to be given him. In this he acknowledges that he "had no written agreement or estimate," "admits his liability" and requests the Executive Engineer to allow the bill to stand over till he knew whether Government would purchase the boat. It is much to be regretted that Mr. Peters allowed this letter to remain unanswered. It was found in the Workshop Office after Mr. Sewell had in January last, himself drawn attention to it and requested a reply to it.

(XI) In a letter dated the 5th February acknowledging the receipt of such details as Mr. Grant could supply him with, Mr. Sewell promised to permit the amount of the bill in a day or two, but again offers the boat for sale.

(XII) Three days afterwards in a letter dated the 8th February Mr. Sewell declines to take the boat giving 2 reasons (1) his treatment by the Workshop Officers (2) the nonprovision of masts and sails. The first seems to me no reason for Mr. Sewell refusing to meet his acknowledged liabilities, and I do not exactly understand to whom he alludes. With regard to the second reason, I have only to say that of course masts and sails can be fitted, and if desired, they can be put in without extra cost to Mr. Sewell, but no sane man would hoist a sail on such a crank boat.

(XIII) Mr. Sewell complains also, that the boat was not delivered to him. It was on completion rented to Mr. Horsfall collector of the District, and I have been informed by Mr. Kilsall that rent for the time he had the boat, was paid to Mr. Sewell by Mr. Horsfall. Mr. Sewell would, I have no doubt, admit this, and yet he now disputes delivery and refuses to pay for the boat. The boat is now in use by Mr. Brickwell, having been rented to him by Mr. Peters; the rent \$20, is received and credited to Mr. Sewell, in the Workshop accounts.

5 The above gives, as far as I can ascertain the facts the history of the transaction. Mr. Peters Executive Engineer lately in charge of the Eastern Division is the officer responsible for having allowed the debt to be incurred to the Workshop, and for the work having been carried on in an irregular manner by correspondence between Sergt. Humbley and Mr. Sewell.

6 The sum now outstanding at the present time is \$120-1-0. I request the favor of instructions as to the steps to be taken for the recovery of the amount.

I have the honor to be
your most ^{dev}oted servant

L. W. Randall
Superintendent of Works
Boston

From

The Superintendent of Works
Kistna

To
The Chief Engineer
P.W. Departt
Madras

Dated 28 } February 1881
Desps 5 } March 81
Revised 10 }
No 2610
Encls: 29 29

Sewell R. Mr. Requesting
instructions as to the steps to be
taken for the recovery of the
amount due by - to the Reg-
wada workshop, on account
of a Boat Constructed for
him &c.

Letter from the Superintendent of
Works. Kistna, No. 2610 of 28 Feb. 1881

FOR ORDERS.

I think the time of Mr. S. G. & the same with facts referred to in para-
the kind of people IV, X, XI, and XIII of Mr.
If the workshops do Ruudall's letter, Mr. Sewell's
private work. They refused to pay his debt
little such matters as to the Workshops is
private matters & so. incomprehensible.

I think Mr. Sewell as a Government ^{department} can
do nothing on his side. hardly take cognizance
of Mr. Sewell's complaint
of injudicious advice
given him by a sub-
ordinate in the Workshop.

Mr. S. G. (Ruudall &
has done all things
long / intended &
about the rate of the
right estimate materials
(para 20 of R. S. letter of 24/10/81)

but decided this
if as I understood the

M. S. S. S.

Col. R. L.
Secretary to Govt.
P.W.D.

March 81.

Ad. poph. as per. to spec.

to. H. W. Smith & Co.

on 22/12/78. Entailed

much heavier

cost. & was certain to make

the boat under. Falls for

sailing - this I think they

W. have told him to. & then perhaps

I can only view the matter

as if it was entirely

a non government order.

He then & I think it

shd. be compromised.

Just ask W. J. St.

He is willing to pay to

close the account.

L.B. 14/3/87

Hon. W. S. S. S. S.
FOR ORDERS.

P.S.

No. 4294.

PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 17th March

Read the following:—

From the Supdt of W. Kistna - H.B. No 2610 of 28th Feb 1887.

The Govt. consider
that Mr Sewell has some-
thing on his side in this
matter, inasmuch as it
appears from para 20 of
the En. Engineer's letter No 778
of 24th Feb 1887, that Mr
Peters intervened when the
boat was under construction
and altered the rates of the
original estimate materially.
Further, if the specification
which Mr Sewell sent to
the workshops on the 22nd Dec
1878, entailed necessarily
much heavier cost, & was
certain

certain to make the boat
unsuitable for sailing,
the facts should have been
pointed out to him, & fresh
orders taken.

2. In the opinion of Govt.
the matter is one which
should be disposed of
by the Divisional authorities,
& they suggest that it should
be compromised. Mr Sewell
should be asked what he
is willing to pay to close
the account, & the sanction
of Govt. can then be obtained
to write off the balance to
profit & loss.

3. Transactions of this
nature will be prevented
in future by separate orders
about to issue directing
that private work be
undertaken by the workshops
only

only on condition that an
estimate is prepared before
its commencement, and
accepted by the person
requiring the work, payment
^{as a rule} being made in advance.

CM

AMH

15/3/81

To the Supt of W. Works
with 29 enclos.

Genl. P. W. A.

✓ Dated.

17-3-81

30-1-11✓

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Br 729✓917. Mandy