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MIL NADU ARCHIVES

ERNMENT OF TAMIL NADU

P.W.D. DEPARTMENT

G.O. No. 396 W Press.
B.P. No. Mis.

Dated 14 2 1884 ~~197~~.

folded or roughly handled

46

14th February 1884, No. 396 W., Public Works.

396/1

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

Read—the following papers:—

Extract from a letter from the Consulting Architect to Government, dated 25th October 1883, No. 907.

"Item No. 4.—Explanation was sent with letter, No. 528, dated 9th August 1883. A full copy of the correspondence will be forwarded."

From C. VINCENT, Esq., Officiating Consulting Architect to Government, to the Chief Engineer, Public Works Department, dated Chepâk, 9th August 1883, No. 528.

I have the honor to report the following circumstances.

2. In March last, a large quantity of teakwood scantlings being required for the new post and telegraph offices, some tenders for the same, on the part of the firm of Messrs. Mansfield, Bremner, and Company, were submitted to Mr. Chisholm by Mr. Lennon,* the subordinate in immediate charge of the works. The price originally named was high, but eventually an agreement was arrived at to pay Rs. 165 per ton for the scantlings wrought and delivered; but although Messrs. Mansfield and Company agreed to deliver the timber by the end of March, they seem to have been in immediate need of funds; for, on March 19th, they addressed the following letter to Mr. Chisholm:—

One letter.

* Letter of March 9th.

"Referring to the purchase of 70 tons Moulmein teak made by Mr. R. P. Lennon on account of the new post and telegraph offices, we now have the honor to apply to you for an advance on this purchase, and in return for this we agree to give you entire control over a quantity of 70 tons teak in logs, our property, at Pondicherry, which is to be delivered in scantlings by us on or before the 31st instant at the new post and telegraph offices."

3. In reply, Mr. Chisholm† informed them that "the Code lays down a rule that no advances of any kind can be made;" but he suggested the following way of meeting the difficulty:—

† Letter of March 20th.

"Mr. Lennon to measure the timber at Pondicherry and wire in the quantity. I can then purchase it at a nominal rate, agreeing to sell it back to you, log by log, at the same rate, to be converted by you into scantlings according to agreement."

4. This was accordingly done. Mr. Lennon went down to Pondicherry, wired on March 21st—"Have measured up 70 tons, please pay for 35 tons to-day on bill of sale igned by vendors as banks close tomorrow for Easter;" and a cheque for Rs. 5,250 was sent to Messrs. Mansfield and Company, together with a bill for 1750 cubic feet f teakwood at Rs. 3 per cubic foot. This bill was signed and returned.

5. After taking over charge of the Consulting Architect's office, on April 16th, I made inquiries regarding the various contracts in hand, and was shown some timber t the post and telegraph offices which Messrs. Mansfield and Company had sent in; ut great delay in carrying on the work soon becoming apparent, I made further nquiries shortly afterwards, and had an interview with Mr. Bremner, then the repre-entative of the firm in Madras. Mr. Chisholm's transactions had all been, I believe,

with Mr. Mansfield, but that gentleman had, by that time, left for England without apparently telling Mr. Bremner much about the engagements into which he had entered.

6. Mr. Bremner was profuse in promises, but as these did not result in much, I had at last to insist on the execution of a stamped agreement to supply the scantlings. This was executed on June 8th, and Messrs. Mansfield and Company then bound themselves to supply one-half of the scantlings still remaining undelivered by June 26th, and the other half by July 16th. A deposit of Rs. 250 was made to ensure fulfilment.

7. But the agreement was not fulfilled, and, accordingly, on July 17th, after repeated warnings, I gave the firm formal notice that it was cancelled; that their deposit was forfeited, and that the immediate liquidation of the amount remaining due by them to Government must be exacted. This amount is Rs. 2,863-9-11, the balance of the original advance of Rs. 5,250 having been met by the value of the scantlings furnished.

8. The firm pleaded for delay, and I accorded them up to the 5th instant to make good their debt; but the 5th passed without any payment being made, and, in reply to an inquiry, they requested me to give them till the 15th instant, alleging that the bills of lading of some produce on the West Coast would reach them by that date, which would enable them to obtain the necessary advance of funds.

9. But as, from inquiries I had made, I judged that the commercial standing of the firm was not of the highest, I refused, in the letter of which I attach a copy, to consent to any further delay; and I have now the honor to report that I propose to place the matter in the hands of the Government Solicitor, and to request your sanction to that course.

10. Such are the circumstances of the case. In the way of comment on them, I will only add that it is unfortunate no regular agreement was made with the firm in the first instance. In fact, I might go so far as to say that the purchase of any logs from them, and especially of logs lying at Pondicherry, was unfortunate. From the fact of the firm requiring an advance merely to cut the logs into scantlings, and to bring the latter to Madras, it may be reasonably surmised that the logs were not really the property of the firm, and that the Rs. 5,250 only enabled Messrs. Mansfield and Company to effect a whole or part purchase of them; and the fact of the purchase being made in foreign territory undoubtedly gives Government less legal hold over the firm. In any case it was practically impossible—the logs being at Pondicherry—to carry out the arrangement made by Mr. Chisholm, to sell the wood back to the firm log by log. They had perforce entire control over the wood, no delivery in its legal sense having ever, I understand, been taken; and, from the fact of Mr. Bremner steadily refusing to give me delivery of the logs stated to be still there, I have no doubt whatever that either the whole of the wood never did belong to the firm, or that, if it did, the balance undelivered has now been otherwise disposed of.

11. It is possible that the firm are anxious to liquidate the claim of Government, but they are *very* small people, and I think legal pressure must be brought to bear on them, the more so that, if they have not at Pondicherry the balance of the original 70 tons, they have most distinctly been guilty of dishonesty.

12. In any case the circumstances have been most unfortunate; for the failure to supply the scantlings has caused serious delay to the progress of the new post and telegraph offices. This, though inevitable, is much to my regret; but, I may add, I have now made other and satisfactory arrangements with regard to the timber supply.

From C. VINCENT, Esq., Officiating Consulting Architect to the Government of Madras, to the Chief Engineer, Public Works Department, dated Chepâk, 30th October 1883, No. 914.

As promised in my letter, No. 907, of the 25th instant, I have the honor to forward, herewith, a complete copy of all the correspondence that passed between this office and Mr. Bremner, of the defaulting firm of Messrs. Mansfield, Bremner, and Company. The original contract certificate is also forwarded.

1 Contract agreement.
1 Book of correspondence.

2. These papers, taken in connection with my letter to you, No. 528, of August 9th, 1883, form a complete statement of the case.

3. The case continues to be watched on behalf of Government by the Government Solicitor, and Mr. Bremner is said to be in custody and on his way back here; but it is extremely improbable that any of the balance remaining due by him will be recovered.

From Major J. L. L. MORANT, R.E., Officiating Consulting Architect to Government, to the Chief Engineer, Public Works Department, dated Chepâk, 4th February 1884, No. 1459.

I have the honor to enclose, for information and orders of Government, copy of this office letter, No. 1426, dated 25th January 1884, to the Government Solicitor, Madras, and his reply thereto, No. 66, dated 30th January 1884, on the subject of the insolvency of the firm of Messrs. Mansfield, Bremner, and Company.

2. The amount due by the firm, viz., Rs. 2,863-9-11, is now shown as an advance and debited to the new telegraph office work at Madras.

From E. BARCLAY, Esq., Government Solicitor, to the Secretary to Government, Public Works Department, dated Madras, 7th February 1884, No. 82.

In reply to your memorandum, dated 6th instant, No. 277 C., I beg to inform you that I am watching the criminal charges against Mr. Bremner. The hearing of these charges has, however, been adjourned to next month.

2. I can see no ground for Government bringing a criminal charge against Mr. Bremner. His case is merely one of breach of contract by failing to deliver certain timber his firm had contracted to supply to Government, and for which they had been paid in advance. The fact that some of the timber was delivered according to contract would negative any idea of a criminal intention on Mr. Bremner's part when he obtained the advance from the Government Architect.

ORDER—dated 14th February 1884, No. 396 W., Public Works.

The papers above recorded have reference to a transaction entered into by the Consulting Architect to Government, Mr. Chisholm, with the firm of Mansfield, Bremner, and Company, for the supply of timber for works under execution at Madras. The facts of the case, as shown by the record before Government, are as follow.

2. In March 1883, a large quantity of teak-wood scantlings was required for the new post and telegraph office at Madras, and a tender for the supply was accepted by Mr. Chisholm from the firm of Mansfield, Bremner, and Company.

3. That firm were, however, unable to deliver the scantlings by the stipulated time, and applied to Mr. Chisholm for aid in the shape of an advance of funds. As the rules of the Public Works Code preclude such advances being made, Mr. Chisholm agreed to *purchase* from the firm a quantity of timber in bulk, then lying at Pondicherry, which was to be sold back to them, log by log, to be converted into scantlings.

4. On the 21st March, Mr. Lennon, the sub-divisional officer, was deputed to Pondicherry, whence he wired to Mr. Chisholm as follows:—"Have measured up 70 tons, please pay for 35 tons today on bill of sale signed by vendors." A cheque for Rs. 5,250 was thereupon sent to Messrs. Mansfield and Company together with a bill for signature, providing for the sale of 1,750 cubic feet of teak-wood, valued at Rs. 3 per cubic foot. This bill was duly signed and returned to the Consulting Architect.

5. It would appear that no steps were taken by the Consulting Architect to obtain actual delivery of the timber which he thus purchased. Of the 70 tons measured up at Pondicherry, only 35 tons were paid for; and there is nothing to show that these 35 tons were specially identified and separated from the bulk.

6. To the inexactness of the transaction in this particular is now due the probable loss, which is the immediate subject of the present correspondence.

7. The firm had entire control over the logs lying at Pondicherry. Some of these were converted into scantlings and delivered at the works at Madras; but it would appear that the logs thus converted were not actually sold back in detail to Mansfield and Company, as agreed upon. Such an arrangement was, in fact, impracticable; there being no Public Works establishment at Pondicherry to carry on such a completed transaction. The firm thus had entire control over the timber; cut some of it into scantlings for the Public Works Department, and made away with the rest. The security which Mr. Chisholm had in view, by *purchase* of the timber, disappeared; and the sum of Rs. 5,250 paid to Mansfield and Company resolved itself into an *advance*, with no security whatever. The advance was worked out to the extent of Rs. 2,386, being value of scantlings delivered from time to time, leaving Rs. 2,864 still unadjusted.

Compli-cated

8. The present representative of the firm, Mr. Bremner, is now undergoing, at Madras, criminal prosecution by private persons for other alleged malpractices. The Government Solicitor has been watching the case on behalf of Government, with a view to a *civil suit* ultimately. The assets of the firm are, however, problematical, and the Government Solicitor considers that there are no grounds for a criminal prosecution by Government in connection with the case above detailed.

9. The papers will be forwarded to Mr. Chisholm, for such explanation as he may have to offer; and he will be requested to show cause why he should not be held personally liable for any loss which Government may sustain.

(True Extract.)

Major, R.E.,
Under Secy. to Govt., P.W.D.

To R. F. Chisholm, Esq., Consulting Architect to Government,
(through the India Office).
,, the Acting Consulting Architect to Government.

Exd. E. Fernandez.
Spare Copies

396
3

GENERAL.
ESTABLISHMENT.

Govt. of {1884} Madras.

PUBLIC WORKS.

Dated February, 14th.

Recd. *Encl.*

G.O., 14th Feb. 1884, No. 396 W.

FEBRUARY.

Messrs. Mansfield, Bremner, and Company

Mr. Chisholm called upon for such explanation as he may have to offer regarding his transactions with — for the supply of timber, and to show cause why he should not be held personally liable for any loss which Government may sustain thereby.

Madras 9th March 1883

I From

Conductor R. P. Lennon
Sub-Engineer

396/4

To

The Consulting Architect
to Government

Sir

I beg to enclose for your perusal and return two business letters to me from Mansfield Bremner and Co. anent timber.

The prices appear high but are quite moderate compared to some demands. If you think their offer can be entertained I must run down to Pondicherry to mark & inspect the wood. If I could start tomorrow morning I could be back on Monday. Mr Mansfield is at Pondicherry to point out the wood.

Mr Goodsir is unable he states to supply more than about 30 tons by 31st.

I am very sorry indeed I cannot come up to office for I have been down all day with a strong attack of fever and am only just getting better. I am not sure I should be well enough to travel tomorrow but if you grant permission I will endeavour or if not start on Sunday morning. It is a pity we cannot wait for wood until after 31st for

I

I should think it must go down as the market is "rigged" now through excessive demand. Prices will increase for a time.

I beg you will kindly favour me with an early reply.

(Signed) R. P. Lennon
Sub Engineer

8th March 1883

From. Messrs Mansfield Bremner & Co
To. Condr. R. P. Lennon.

2

Dear Sir,

Referring to our conversation held with you this day we now beg to confirm the same, which was to the effect that we can guarantee to supply you with one hundred Tons Moulmein Teak in scantlings at Rs 3-10-0 per cubic foot, delivered at your works complete by 31st instant.

We will give you a quotation for logs tomorrow morning, and you will understand that we undertake to supply Timber of the best quality.

Trusting to secure your valued order, and at the same time informing you that if you wish to inspect the Timber it is to be seen at Pondicherry.

We are Dear Sirs
Yours faithfully
Signed/ Mansfield Bremner & Co

Madras 9th March 1883

3 From Messrs Mansfield Bremner & Co.
To Condr. R. P. Lennon.

396/5

Dear Sir,

In continuation of our letter of yesterday's date, we now beg to say that we can supply Moulmein Teak in Logs at Rs 160 per ton delivered at your works. In scantlings Rs 181. 4 per ton (Rs 3.10 per cubic foot)

We may mention that our assistant Dubash returned from Pondicherry last evening, and has since informed us that this Timber is of the finest quality and in remarkably fine lengths.

Awaiting the favor of your reply
Signed/ Mansfield Bremner & Co

Madras 10 March 1883

Dear Mr Lennon

4

Herewith I return Mr. Chisholm's letter with many thanks. Our official (with this) will explain that we are willing to supply it in Scantlings at Rs 165 per ton but please let us know as early as possible today so that we may make arrangements for cutting this evening as of course we only undertake to deliver by 31st on the understanding that order is given before Monday morning.

I trust you have quite recovered from the attack of fever.

Yours Sincerely
Signed A Bremner

Do you intend going to Pondicherry tomorrow?

From No. 1079 d/ Madras 9th March 1883

5 The Consulting Architect
to Government

To

Condr. R. P. Lennon
Sub Engineer

Sir

I have the honour to return the tenders sent with your D. O letter of this date.

I could not think of accepting such exorbitant rates Please report at once definitely what quantity of wood is procurable if any at Rupees 165 per Ton Scantlings to order and make no purchase until you hear from me again.

(Signed) R. F. Chisholm
Consg. Architect
to Govt

From

Madras 19th March 1883

Messrs. Mansfield Bremner & Co

7 To

The Consulting Architect
to Government

Sir

Referring to the purchase of 70 Tons Moulmein Teak made by Mr. R. P. Lennon on account of the new Post and Telegraph offices we now have the honor to apply to you for an advance on this purchase, and in return for this we agree to give you entire Control over a quantity of 70 Tons Teak in Logs, our property at Pondicherry, which is to be delivered in Scantlings by us on or before

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No. 347. 10th March 1883

6 From 398/8

The Sub: Engineer in charge Post & Telegraph Offices

To

The Consulting Architect to Government

Sir,

In reply to your No. 1079 of yesterday I beg to inform that I am unable to procure teak timber in scantling at Rs. 165 per ton, I do not know whence this rate was obtained.

I am given to understand that a tender for Rs. 175 per ton or Rs 3.8.- per cubic foot for scantling under 18 ft in length was accepted from Mr Gooden for another work in this division executed and paid for this at a much earlier period of the official year.

I have endorsed your No. 1079 under reply to the tenderers for their information & return.

I have &c
(signed) R. P. Lennon
Sub Engineer

No. 1079 d/ Madras 9th March 1883

From

The Consulting Architect
to Government

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give you entire Control over a quantity of 70 Tons Teak in Logs, our property at Pondicherry, which is to be delivered in Scantlings by us on or before the 31st inst. at the new Post and Telegraph offices.

(Signed) Mansfield, Bremner & Co.

396
7

Sect No. 7
Madras

No. 1109 d/ 20th March 1883

To

8 Messrs. Mansfield Bremner & Co

Gentlemen,

I have the honor to enclose a list of Teak Scantlings which I request you will be good enough to deliver at the Amir Mahal, Royapettah at the rate agreed upon viz: Rs 165 per ton.

(Signed) R. F. Chisholm
Consulting Architect to Govt

Madras 20th March 1883

From

9 Messrs Mansfield Bremner & Co

To

The Consulting Architect
to Govt

Sir

We have the honor to acknowledge receipt of your valued letter and Specification for teak of this day's date. Your order will receive our immediate attention.

(signed) Mansfield Bremner & Co

No 1116

20th March 1883.

From

The Consulting Architect
to Government

10 To

Messrs Mansfield Bremner & Co

Gentlemen,

Since conversing with your Mr Mansfield yesterday and with reference to your letter of yesterday's date I have found that the Code lays

lays down a rule that no advances of any kind can be made on account of either purchases or work to be done. The only way I can suggest of meeting the difficulty is for Mr Lennon to measure the timber at Pondicherry and wire me the quantity. I can then purchase it at a nominal rate, agreeing to sell it back to you log by log at the same rate, to be converted by you into Scantlings according to agreement.

(signed) R. F. Chisholm
Consg Architect to Govt

Madras 21st March 1883.

From

11 Messrs Mansfield Bremner & Co

To

The Consulting Architect
to Govt

Sir

We have the honor to acknowledge receipt this day of your letter (No 1116) of yesterday's date, and have wired our Mr Mansfield contents of the same.

We shall have pleasure in waiting upon you tomorrow with Specifications of Teak, and should esteem it a favor if you could name anytime during the morning for our visit, as if possible we should like to settle this matter before the Banks close tomorrow for the Easter holidays

Awaiting your reply

(Signed) Mansfield Bremner & Co

Telegram 21st March 1883.

12 From

R. P. Lennon

To

The Consulting Architect to Govt.

Have measured up Seventy tons please pay for thirty five tons to day on bill of sale signed by vendors as banks close tomorrow for Easter.

No. 117

21st March 1883

From

The Consulting Architect to Govt

13 To

Messrs Mansfield Bremner & Co

Has the honor to forward a cheque for Rs 5250/ for timber supplied and to request that the enclosed bill may be signed in the places indicated and returned to this office

(Signed) R. F. Chisholm
Consg Architect to Govt

396/9

14

To Messrs Mansfield Bremner & Co for Materials supplied by him

Quantity and Description of Materials	Price				Payments		For what account purchased	By whom received and No. of receipt attached if not receipted below
	Rate	per	Amount	Total of each descrip.	Amount	when paid		
	Rs A P		Rs A P	Rs A P	Rs A P			
Balance due for supplies of previous months —							Post & Telegraph office works	
Supplies in Current month								
Cft 1750 Teakwood	3 . .	Cft	5250 .					
Total of this bill Rs Five thousand two hundred and fifty				5250 .				

Madras 14th May 1883.

From

Conductor R. P. Lennon
Sub Engineer

To

The Consulting Architect
to Govt.

17 Sir,

I beg to inform that I have just received a note from Mr. Bremner to say that 139 pieces of timber would be sent to me tomorrow. He also enclosed a telegram of the 12th, 4.45 P.M. to say the waggons were loading.

(Signed) R. P. Lennon
Sub Engineer.

18

Madras 15th May 1883

From

Messrs. Mansfield Bremner & Co

To

The Consulting Architect to Govt.

Sir,

In reply to your letter of this day's date, we have the honor to inform that on Friday last we wired our Pondicherry Manager to put the work for the Ameer Mahal in hand at once, that is to say if Sawyers could be obtained without taking any men from the Post and Telegraph office Contract. We hope to hear by Thursday that this has been done and will then let you know — about when supplies may be expected here o/a this Second Contract

(Signed) Mansfield Bremner & Co

396/11

No. 184

15th May 1883.

From

19 The Consulting Architect to Govt.

To

Messrs. Mansfield Bremner & Co.

Gentlemen,

I am in receipt of your letter of this day's date, & am glad to learn that a further supply of teakwood is at last about to be sent to the new Post & Telegraph offices.

Kindly inform me whether the Scantlings for the Ameer Mahal ordered from you by Mr. Chisholm in March last are also to be sent to the work-site shortly.

(Signed) C. Vincent
Offg. Consg. Architect to Govt.

Madras 21st March 1883

From

Messrs. Mansfield Bremner & Co

15 To

The Consulting Architect
to Government

Sir,

We have the honor to acknowledge with our best thanks receipt of your Cheque for Rs 5250 being payment on account for 1750 Cubic feet of Moulmein Teak

(Signed) Mansfield Bremner & Co

No. 177

14th May 1883

From

The Consulting Architect to Govt.

396/10

16 To

Messrs. Mansfield Bremner & Co.

Gentlemen,

I have the honor to enquire from you when the remainder of the teakwood purchased from you by Mr. Chisholm, for whom I am acting, for the new Post office, and now apparently lying at Pondicherry is to be delivered on the works. The delay that has occurred in its delivery is putting us to very great inconvenience, and I shall be glad to learn to what cause it is due.

(Signed) C. Vincent
Offg. Consg. Architect

Madras 15th May 1883

From

Messrs Mansfield Bremner & Co

To

The Consulting Architect
to Govt.

20. Sir,

In reply to your letter of the 14th inst. we have the honor to inform you that we expect this day a considerable quantity of Teak for the New Post & Telegraph offices, and for the future supplies will come forward regularly.

Owing to misunderstandings between our Pondicherry Agent and ourselves this delay has taken place, which we very much regret.

(Signed) Mansfield Bremner & Co

No. 186

396/121 16th May 1883

From

The Consulting Architect
to Govt.

To

Messrs Mansfield Bremner & Co

Gentlemen

21 In continuation of previous letters I have now the honor to request to be informed whether the teakwood you report as on its way from Pondicherry for delivery on the new Post & Telegraph office works includes the large logs selected by Mr Lennon for the tie-beams of one of the roofs

(Signed) C. Vincent
Offg. Consg. Architect
to Govt.

Madras 15th May 1883.

From

Messrs Mansfield Bremner & Co

To

The Consulting Architect
to Govt

20 — Sir,

In reply to your letter of the 14th inst. we have the honor to inform you that we expect this day a considerable quantity of Teak for the New Post & Telegraph offices, and for the future supplies will come forward regularly.

Owing to misunderstandings between our Pondicherry Agent and ourselves this delay has taken place, which we very much regret.

(Signed) Mansfield Bremner & Co

No 186

396/12 16th May 1883

From

The Consulting Architect
to Govt

To

Messrs Mansfield Bremner & Co

Gentlemen

21 In continuation of previous letters I have now the honor to request to be informed whether the teakwood you report as on its way from Pondicherry for delivery on the new Post & Telegraph office works includes the large logs selected by Mr Lennon for the tie-beams of one of the roofs

(signed) C. Vincent
Offg Consg Architect
to Govt

Madras 17th May 1883

From

Messrs Mansfield Bremner & Co

To

The Consulting Architect

to Govt of Madras

Sir

22 Replying to your letter of yesterday's date, we have the honor to inform you that the large Logs are not among the 117 Pieces of Teak delivered to Mr Lennon yesterday. Our Mr Bremner visits Pondicherry on Sunday and Monday next, so that by Tuesday morning we could let you know if we have been able to secure these logs.

(Signed) Mansfield Bremner & Co

No 194

376/13

18th May 1883

From

The Consulting Architect

to Government

To

Messrs Mansfield Bremner & Co

Gentlemen,

23. I have the honor to acknowledge the receipt of your letter of yesterdays date, & in reply to say that, so far as I understand the circumstances of the case, the large logs for the tie. beams were specially selected by Sub Engineer Mr Lennon when he visited Pondicherry in March last, & that the amount of Rs 5250-"-" was paid to you by Mr Chisholm on the understanding that these logs in particular were to be at once purchased and sent to Madras. The small scantlings of timber can be purchased without any difficulty; the point of importance was solely in regard to these logs which it now seems doubtful whether you have been able to secure. It was certainly understood that you had secured them and the two questions which it seems natural to put and to which I have the honour to request replies are

(1) Are these large logs still at Pondicherry?

(2) If so, what has prevented or now prevents their purchase

(Signed) C Vincent

Offg Consg Architect

to Govt

Madras 19th May 1883.

From

Messrs. Mansfield Bremner & co

To

The Consulting Architect

to the Govt. of Madras.

24 Dear Sir,

In reply to your letter of the 18th inst. we have the honor to inform you that our Mr. Bremner will call upon you on Monday next and will then reply fully in person to your questions

(Signed) Mansfield Bremner & co

Madras 22nd May 1883.

From Messrs. Mansfield Bremner & co

To The Consulting Architect

to Government

Sir,

25 We have the honour to request that you will be kind enough to make all future payments for Teak delivered o/a Post and Telegraph and Ameer Mahal works to the manager Agra Bank Ltd. Madras direct. Receipts for such amounts paid will be granted by us at the time.

(Signed) Mansfield Bremner & co

Madras, 23rd May 1883.

From

Messrs. Mansfield Bremner & co 306/14

To

Conductor R. P. Lennon

Sub Engineer

My dear Lennon,

I can procure twelve logs 32 ft long

26 & suitable in every respect for the tie beams you enquire, *in Madras*, so that now there is no need to look elsewhere for them. The owner of these is to call upon me this evening and if you will place me in funds or suggest any other arrangement that Mr. Vincent approves of so as to enable me to pay for them on the spot there will be no further delay in supplying you with these.

Tomorrow being a general holiday I propose going to Pondicherry for the purpose of hurrying on the work there, and on Saturday if convenient to you we could effect the purchase of these logs together and have them on the works by Monday.

Kindly let me hear from you during the afternoon.

(Signed) A. Bremner

No. 31 23d May 1883.

27 Demi official of this date from Mr Bremner

(Mansfield Bremner & Co anent 12 teak logs 32 feet long said to be in Madras submitted to the Offg Consulting Architect for orders. No satisfactory result was arrived at about the logs at Pondicherry

(signed) R. P. Lennon

Sub-Engineer.

No 229

31st May 1883.

From

28 The Consulting Architect to Govt

To

Messrs Mansfield Bremner & Co

Gentlemen,

I forward herewith draft Schedule Contract and Contract Bond for your perusal you will note that in the latter I propose a deposit of Rs 500 as security for the due performance of the Contract

Both Contracts will require an 8 anna stamp. Be so good as to have this impressed in the Stamp office and I shall be obliged if you could arrange to bring the Deeds up to my office at Chepauk for signature on Monday afternoon next

you will note that both deeds have to be sealed by you. The deposit of Rs 500 may take the form either of Cash or Government Security.

39/15

(Signed) C. Vincent

Offg Consg Archt to Govt

Madras 1st June 1883

From

Messrs Mansfield Bremner & Co

To

29 The Consulting Architect

to the Govt of Madras.

Dear Sir,

We are in receipt of your letter of the 31st ulto. enclosing draft Schedule Contract and Contract Bond.

Our Mr Bremner has arranged to be in Pondicherry on Monday morning next, and as his business there is of importance he cannot well postpone his visit to another day. We therefore shall feel much obliged if you will make an appointment for Wednesday. Of course we shall not allow this delay in signing the Agreement to interfere with the due delivery of the Teak

(Signed) Mansfield Bremner & Co

No. 239

2nd June 1883.

From

30 The Consulting Architect to Govt

To

Messrs Mansfield Bremner & Co

Gentlemen

In reply to your letter of the 1st inst. I have to inform you that I shall be glad to see your Mr. Bremner at my office at Chepauk on Wednesday next, any time after 1 P.M. for the purpose of signing the draft agreements I have sent you

(Signed) C Vincent
Offg. Consg. Architect
to Govt

Madras 6th June 1883

Memorandum

From 396/16

Messrs Mansfield Bremner & Co

To The Consulting Architect
to Government of Madras

Sir

31 Please receive herewith 46 pieces Teak scantling 11½' × 5¾" × 3" being 1st delivery on account of Ameer Mahal Contract.

(Sd) Mansfield, Bremner & Co

Madras 6th June 1883

From

Messrs Mansfield Bremner & Co

To

32 The Consulting Architect
to the Govt. of Madras

Dear Sir,

We have to request that you will kindly name an hour tomorrow (Thursday) for signing the agreement, as our Mr. Bremner is unwell to-day and consequently unable to leave the office

(Signed) Mansfield Bremner & Co

Supplies of Teak for the Post and

Telegraph office and the Ameer Mahal — reached our office yesterday and will be delivered on the respective works during the course of the day

(Intd.) M B & Co.

No. 269

9th June 1883

From

33

The Consulting Architect to Govt.

To

Messrs Mansfield Bremner & Co

Has the honor to enclose a form of Deposit in Govt. Savings Bank & to request that should Messrs Mansfield Bremner & Co require their Deposit money to accumulate interest they will please sign & return the same to the office

(Signed) C. Vincent
Offg. Consg. Archt. to Govt.

No. 395

396/17

11th July 1883

From

The Consulting Architect
to Government.

To

Messrs Mansfield Bremner & Co

Gentlemen,

I am informed that you have failed to comply with the Contract agreement for the supply of teakwood signed by you on the 8th ultimo inasmuch as you had not supplied half the quantity specified by the 26th ultimo. The date for the completion of your Contract is the 16th inst. and unless the full supply has been sent in by that date I shall have to consider your Contract as cancelled and your deposit of Rs 250 forfeited. I am also under the impression that you have not yet worked out the advance of Rs 5250/ made to you by Mr. Chisholm in March last a refund of the balance, if any, will be therefore expected immediately. Upon this point I will communicate further with you in a day or two.

(Sd) C. Vincent
Offg. Consg. Architect to Govt.

No. 412

17th July 1883

From

The Consulting Architect
to Government

To

Messrs Mansfield Bremner & Co

Gentlemen,

I regret to have to inform you that owing to your having failed to carry out the terms of the agreement signed by you on the 8th June 1883 viz. to supply certain quantities of Teakwood to the new Post & Telegraph office and Ameer Mahal works by the current date - the agreement must be considered as cancelled and the deposit of Rs 250 made by you as forfeited.

2. It appears that Mr. Chisholm made you an advance of Rs 5250 in March last Towards the liquidation of this advance you have supplied timber to the value of Rs 2057-4-8 as specified in the attached memo. (The figures are given subject to subsequent correction) This leaves a balance due by you to Government of Rs 3192-11-4 & I have now to request that you will be so good as to at once inform me by what date you will be prepared to liquidate this claim. You mentioned to me personally yesterday that you proposed to sell your timber lying at Pondicherry in order to secure the necessary funds, but from the fact of this timber having been billed for by one of my subordinate officers and paid for by Mr. Chisholm I conclude that it now belongs not to you but to Government. It constitutes in fact the Security of Govt. against the advance made to you, and I have therefore to request that you will take no steps as regards its sale without previously informing me thereof and obtaining my consent thereto

(Signed) C. Vincent
Offg Consg Architect
to Govt

396/18

Notes of an interview with Mr. Bremner on July 17 1883

17th July 1883

It is understood and agreed to by Mr. Bremner that the 70. Tons of teak timber lying at Pondicherry were made over to Government as Security for the advance of Rs 5250 made to Messrs. Mansfield, Bremner & Co by Mr Chisholm

Mr. Bremner therefore agrees to take no action as regards the sale of the balance remaining of this timber in order to liquidate the amount still remaining due by his firm to Government.

Without reference to me and obtaining my Sanction to the acceptance of any offer made. Also he agrees that the buyer of the wood shall be instructed by him to pay the whole purchase price to the Credit of Govt. into the Madras Bank the balance thereof above the amount remaining due by Messrs. Mansfield Bremner & Co to Govt. being paid by me to Mr Bremner

(Signed) C Vincent

(Signed) A. Bremner

Madras 18th July 1883

396/19

From

Messrs. Mansfield, Bremner & Co

To

The Consulting Architect
to the Govt. of Madras

Sir,

We have the honor to acknowledge receipt of your letter of the 17th inst. enclosing account Shewing Value of Teak supplied by us to date.

We exceedingly regret that we have been unable to carry out the terms of our Agreement, – further, that we should have placed you to any inconvenience or trouble. Our Mr. Bremner has explained to you the difficulties we have had to contend with in connection with this Contract

The wishes you expressed yesterday in conversation (and which are repeated in your letter now under reply) regarding the Teak at present in Pondicherry shall be complied with, and even should this Timber not be sold we shall be in a position to refund the balance due Government by the 31st inst.

We may mention that your accounts do not quite agree with those shewn on our Books. Copies of the latter shall be forwarded to you during the week

(Signed) Mansfield Bremner & Co

Madras 19th July 1883

From

Messrs. Mansfield Bremner & Co

To

The Consulting Architect
to the Govt. of Madras

Sir

We have the honor to hand you under cover the accounts referred to in our letter of yesterday's date, shewing a balance due Government of Rs 2863. 9. 11 which we trust will be found in order

(Sd) Mansfield Bremner & Co

No. 438

24th July 1883.

From

The Consulting Architect
to Government

396/20

To

Messrs. Mansfield Bremner & Co

Gentlemen,

I shall be glad to learn what steps you are taking, or propose to take regarding the sale of your timber lying at Pondicherry for the purpose of liquidating your debt to Government. You will not fail to remember that your Mr. Bremner promised to take no action without first informing me of his intention & obtaining my consent thereto.

(Signed) C. Vincent
Offg. Consg. Architect
to Govt.

Madras 25th July 1883

From

Messrs Mansfield Bremner & Co

To

The Consulting Architect

to the Govt of Madras

Dear Sir,

40 In reply to your letter of the 24th inst. we beg to state that we most certainly shall not forget the promise given you by our Mr Bremner concerning the sale of Teak at Pondicherry. The offers that we have so far received for the remaining logs we are not disposed to accept under these circumstances it is our intention to pay the balance due Government from other sources and this we shall do between the 31st inst. and 5th proximo without fail, when of course you will release us from our promise concerning this Teak.

(Signed) Mansfield Bremner & Co

We trust the a/cs enclosed in ours of 19th inst were found correct.

No 446

26th July 1883

From

The Consulting Architect 396/21

to Government

To

Messrs Mansfield Bremner & Co

Gentlemen,

41 I am in receipt of your letter of the 25th instant, and note with regret that you propose to delay beyond the end of this month the repayment of the amount due by you to Govt. I had quite understood that the balance would be paid before August 1st.

2 Under the circumstances I have no alternative but to request that you will be so good as to send me by bearer an order authorising delivery of the teakwood logs lying in your name at Pondicherry to me or my authorised agent. The 70 tons of wood (more or less) originally lying there in your name were distinctly made over to Government by your Mr Mansfield as security for the advance given to you and in the interests of Government it is necessary that I should claim delivery of this wood, or of the

balance, thereof remaining ~~thereof~~ pending the liquidation of the amount outstanding

You will understand that I have no desire to sell the wood unless such liquidation is unduly protracted but it is necessary that I should have possession of it.

(signed) C. Vincent
Offg Consg Archt
to Govt

I am addressing you separately regarding the exact amount remaining due by you.

Madras 27th July 1883.

From
Messrs Mansfield Bremner & Co
To
The Consulting Architect
to the Govt of Madras

396/22

Dear Sir,

We ~~have~~ are in receipt of your letter dated 26th inst. In reply to the same we beg to say that we shall esteem it a favor if you will
42 allow this matter to rest as at first arranged with you by our Mr. Bremner a few days ago, As if you were to take possession of the Teak it would most materially injure our credit in Pondicherry.

Our reason for asking you to wait until between the 31st inst & 5th proximo is, that owing to the monsoon on the West Coast we are unable to ship certain Produce as fast as we expected Consequently cannot receive Bills of Lading until about the 31st inst. or so, upon which we can immediately raise money

As we have before stated the balance that may be due Government shall be paid on or before the 5th proximo without fail

(signed) Mansfield Bremner & Co

No. 455

27th July 1883

From

The Consulting Architect
to Government

To

Messrs Mansfield Bremner & Co

Gentlemen,

43 I have to acknowledge the receipt of your letter dated the 19th inst. enclosing an account of the Burmah Teak Scantlings supplied by you to the Post & Telegraph & Ameer Mahal works, of the value of Rs 2386-6-1

The account is Correct, and the amount remaining due by you to Government out of the advance of Rs 5,250 received is therefore Rs 2,863-9-11.

(Signed) C. Vincent
Offg. Consg. Architect
to Govt

No. 495

6th August 1883

396/23

From

The Consulting Architect
to Government

To

Messrs Mansfield Bremner & Co

Gentlemen

44 The extended period fixed for the liquidation of the amount due by you to Government having now elapsed I have now to call on you, as I previously warned you would be case, for an order to your agent at Pondicherry authorising delivery to me or to my agent of the whole of the teakwood logs stated by your Mr. Bremner to be lying there in your name. I reserve to myself the right to deal with these logs on behalf of Government in the way I consider best

The bearer of this letter has instructions to wait for the order in question which I request you will not delay to furnish

(Sd) C. Vincent
Off Consg. Archt. to Govt

Madras 6th August 1883

From

Messrs Mansfield Bremner & Co

To

The Consulting Architect
to the Government
of Madras

Dear Sir,

45 We beg to acknowledge receipt of your letter of this day's date.

You will remember that in our communication to you of the 27th ultimo we explained fully our reason for being unable at the moment to pay you the balance due Government, and you were good enough in reply to allow us until today to do so.

We think the enclosed copy of telegram received from Cochin last Friday will satisfactorily explain how it is that a further delay of a few days is likely to occur. We have learnt since receipt of this message that the heavy monsoon weather on the Western Coast is the sole cause for this delay in shipping. This morning when Mr Lennon called at our office we handed him the telegram itself for perusal, and explained (so that he might inform you) that as there could be no doubt that Bills of Lading would come to hand between 15th and 18th inst. we trusted you would be good enough to allow us a further extension of time.

396/24

We have now to ask you to be good enough to do this, or at least allow us until the 15th inst. (evening) when we shall receive a considerable sum of money through our London bankers which will make us independant of our Western Coast business in the matter of settling this account.

It was the intention of our Mr Bremner to have called upon you tomorrow but now we await your reply.

(Sd) Mansfield Bremner & Co

From Cochin To Madras

Telegram

From
M. Ramasawmy
Moodeliar

To
Mansfield, Bremner & Co
15 Armenian street

3d Augt. 1883

46 "Sorry cannot send receipt* before fifteenth particulars post"

(True copy)
(Sd) Mansfield Bremner & Co

* Mates' receipt

Madras 6th August 1883

From

Messrs Mansfield Bremner & Co

To

The Consulting Architect
to the Government
of Madras

Dear Sir,

45 We beg to acknowledge receipt of your letter of this day's date.

You will remember that in our communication to you of the 27th ultimo we explained fully our reason for being unable at the moment to pay you the balance due Government. And you were good enough in reply to allow us until to day to do so.

We think the enclosed copy of telegram received from Cochin last Friday will satisfactorily explain how it is that a further delay of a few days is likely to occur. We have learnt since receipt of this message that the heavy monsoon weather on the Western Coast is the sole cause for this delay in shipping

This morning when Mr Lennon called at our office we handed him the telegram itself for perusal and explained (so that he might inform you) that as there could be no doubt that that Bills of Lading would come to hand between 15th and 18th inst. we trusted you would be good enough to allow us a further extension of time.

396/24

We have now to ask you to be good enough to do this or at least allow us until the 15th inst. (evening) when we shall receive a considerable sum of money through our London bankers which will make us independant of our Western Coast business in the matter of settling this account.

It was the intention of our Mr. Bremner to have called upon you tomorrow but now we await your reply.

(Sd) Mansfield Bremner & Co

From Cochin To Madras

Telegram

From M. Ramasawmy Moodeliar
To Mansfield, Bremner & Co
13 Armenian street

3rd Augt 1883

46 "Sorry cannot send receipt* before fifteenth particulars post"

(True copy)

(Sd) Mansfield Bremner & Co

* Mates' receipt

No. 501

7th August 1888

From

The Consulting Architect
to Government

To

Messrs. Mansfield Bremner & Co

Gentlemen,

I have to acknowledge the receipt of your letter of yesterday's date. You will, I think, admit that I have shown you every possible consideration throughout, both as regards the conditions of supply of the teakwood Scantlings, and also, when you had failed in that, in the liquidation of the amount due by you to Government. You will not therefore be surprised when I say that I am wholly unable to accord you any further delay in the matter of payment.

2 You have informed me that the delivery to me of the wood stated to be lying in your name at Pondicherry would seriously injure your credit there. But I am entirely unable to recognise how this could be. The wood was most undeniably purchased from you by Mr. Chisholm, who came to a verbal agreement with you Mr. Mansfield to the effect that the logs should be cut up by you and the Scantlings delivered at the new Post & Telegraph offices.

In the way of Security Mr. Mansfield told Mr. Chisholm in writing that "he gave him entire control" over the whole of the logs (amounting to about 70 tons weight) then said to be lying in your name at Pondicherry. You supplied a certain number of Scantlings and then having failed in your contract agreement, the balance of the logs which had been made over by you to Government and which therefore, I presume, remain unsold or unmortgaged clearly become the property of Government, and it is absurd to say that you will be discredited because Government claims delivery of its own property.

3. However, not wishing to press too hardly upon you, and accepting your assurance that the Government claim would be liquidated in full by the 5th inst., I consented to wait till then. But instead of a cheque for the amount due I received yesterday a copy of a telegram which to me is absolutely meaningless. I am not versed in trade phraseology and it is possible that the telegram may be equivalent to a credit, but in that case, & I may say in fact, in any case it ought to be within your powers to induce other and responsible members of the mercantile community who have the necessary

trades

trade knowledge to go Security for you

4 There seems to me to be no possible advantage in prolonging this discussion. I have stated the case fully and I have therefore now to inform you finally that before 5 P.M. tomorrow, the 8th inst. I must have either—

(1) Payment of the amount due

or 2 A security bond for the amount due, the Securities to be approved by me

or 3 A delivery note for the whole of the timber said to be lying in your name at Pondicherry with a statement showing the quantity so lying and an affidavit to the effect that it is wholly your property and unmortgaged—

In default of my receiving any one of the above by the time mentioned I shall with regret be compelled to place the matter forthwith in the hands of the Government Solicitor.

(Signed) C Vincent
Offg Consg Archt
to Govt

Madras 8th August 1883

396/216

From
Messrs. Mansfield Bremner & Co

To
The Consulting Architect
to the Govt. of Madras

Dear Sir

We are in receipt of your letter of yesterday's date.

We willingly admit that you have shown us every consideration in this matter, nevertheless we would ask you to re-consider your decision and give us at least until the 15th inst. (for the reasons mentioned in our letter of the 6th inst.) to liquidate the amount due Government. When you consider that we have already lost heavily over this Contract we feel sure that you would not willingly place us to any further expense, & as it is only for a very few days longer we ask you to wait. Should you decide upon doing so we shall esteem it a great favor.

Signed/ Mansfield Bremner & Co

No. 528

9th August 1883

From

The Consulting Architect
to Government

To

The Chief Engineer
Public Works Department

Sir,

1 I have the honour to report the following circumstances.

2 In March last a large quantity of teak wood Scantlings being required for the new Post and Telegraph offices some tenders for the same on the part of the firm of Messrs Mansfield Bremner & Co were submitted to Mr Chisholm by Mr Lennon* the subordinate in immediate charge of the works. The price originally named was high, but eventually an agreement was arrived at to pay Rs 165 per ton for the Scantlings wrought and delivered. But although Messrs Mansfield & Co agreed to deliver the timber by the end of March, they seem to have been in immediate

need

* Letter of March 9th

396/22

need of funds, for on March 19th they ad-ed the following letter to Mr Chisholm

"Referring to the purchase of 70 Tons Moulmein "Teak made by Mr R. P. Lennon on account "of the new Post and Telegraph offices, we "now have the honour to apply to you "for an advance on this purchase, and in "return for this we agree to give you entir "Control over a quantity of 70 Tons Teak in "Logs, our property at Pondicherry which is "to be delivered in Scantlings by us on or "before the 31st inst. at the new Post and "Telegraph offices.

Letter of March 20th. 3 In reply Mr Chisholm informed them that "the Code lays down a rule that no advances of any kind can be made" But he suggested the following way of meeting the difficulty —

"Mr Lennon to measure the timber "at Pondicherry and wire in the quanti-"ty. I can then purchase it at a nomina "rate, agreeing to sell it back to you log "by log at the same rate, to be converted "by you into Scantlings according to "agreement.

4 This was accordingly done. Mr Lennon went down to Pondicherry, wired on March 21st "have measured up 70 tons please pay "for 35 tons today on bill of sale signed by "vendors as banks close tomorrow for Easter" and a cheque for Rs 5250 was sent to Messrs Mansfield & Co together with a bill for 1750 Cft of teakwood at Rs 3 per Cft. This bill was signed and returned.

5 After taking over charge of the Consulting Architect's office on April 16th, I made enquiries regarding the various contracts in hand, and was shown some timber at the Post and Telegraph offices which Messrs Mansfield & Co had sent in. But great delay in carrying on the work soon becoming apparent I made further enquiries shortly afterwards, and had an interview with Mr Bremner, then the representative of the firm in Madras. (Mr Chisholm's transactions had all been, I believe, with Mr Mansfield, but that gentleman had, by that time, left for England without apparently telling Mr Bremner much about the engagements into which he had entered).

6 Mr

6 Mr Bremner was profuse in promises, but as these did not result in much I had at last to insist on the execution of a stamped agreement to supply the Scantlings. This was executed on June 8th, and Messrs Mansfield & Co then bound themselves to supply one half of the Scantlings still remaining undelivered by June 26th, and the other half by July 16th. A deposit of Rs 250 was made to ensure fulfilment.

7 But the agreement was not fulfilled, and accordingly on July 17th after repeated warnings, I gave the firm formal notice that it was Cancelled, that their deposit was forfeited and that the immediate liquidation of the amount remaining due by them to Government must be exacted. This amount is Rs 2,863-9-11, the balance of the original advance of Rs 5250 having been met by the value of scantlings furnished.

8 The firm pleaded for delay and I accorded them up to the 5th inst. to make good their debt but the 5th passed without any payment being made, & in reply to an enquiry they requested me to give them till the 15th inst, alleging that the bills of

lading

may, and

lading of some produce on West Coast would reach them by that date, which would enable them to obtain the necessary advance of funds

9 But as, from enquiries I had made, I judged that the Commercial standing of the firm was not of the highest, I refused in the letter of which I attach a copy, to consen to any further delays, and I have now the honour to report that I propose to place the matter in the hands of the Government Solicitor and to request your sanction to that Course.

10 Such are the Circumstances of the Case. In the ways of Comment on them I will only add that it is unfortunate no regular agreement was made with the firm in the first instance. In fact I might go so far as to say that the purchase of any logs from the and especially of logs lying at Pondicherr was unfortunate. From the fact of the firm requiring an advance merely to cut the logs into Scantlings and to bring the latter to Madra it may be reasonably surmised that the logs were not really the property of the firm, an that the Rs 5250 only enabled Messrs. Manofeel &Co to effect a whole or part purchase of them

and the fact of the purchase being made in foreign territory undoubtedly gives Government less legal hold over the firm. In any case it was practically impossible—the logs being at Pondicherry—to carry out the arrangement made by Mr. Chisholm, to sell the wood back to the firm log by log. They had perforce entire control over the wood, no delivery in its legal sense having ever, I understand, been taken, and from the fact of Mr. Bremner steadily refusing to give me delivery of the logs stated to be still there. I have no doubt whatever that either the whole of the wood never did belong to the firm or that, if it did the undelivered balance has now been otherwise disposed of

11. It is possible that the firm are anxious to liquidate the claim of Government but they are very small people and I think legal pressure must be brought to bear on them, the more so that if they have not at Pondicherry the balance of the original 70 tons, they have most distinctly been guilty of dishonesty.

12 In any case the circumstances have been most unfortunate, for the failure to supply the scantlings has caused serious delay to the progress of the new Post & Telegraph offices. This

though inevitable is much to my regret. But I may add, I have now made other & satisfactory arrangements with regard to the timber supply.

(Signed) C. Vincent
Offg. Cons. Architect
to Govt

Certified that the above are to the best of my belief true copies of the original documents.

C Vincent
Offg. Consulting Architect
to Govt.

Madras
17 August 1883

P. W. D.

Consulting Architect's Office,
Chepauk, Madras,
30th October 1883

No. 914

From

The Consulting Architect to the Government of Madras

396/30

To

The Chief Engineer, Public Works Department

Sir,

Enclosures.

1 Contract Agreement
1 Book of correspon–

As promised in my letter No. 907 of the 25th instant I have the honour to forward herewith a complete copy of all the correspondence that passed between this Office and Mr Bremner of the defaulting firm Messrs. Mansfield, Bremner & Co. The original Contract Certificate is also forwarded.

These papers taken in connection with my letter to you No. 528 of August 9th/83 form a complete statement of the case.

The case continues to be watched on behalf of Government by the Government Solicitor, and

Mr Bremner is said to be in custody and on his way back here. But it is extremely improbable that any of the balance remaining due by him will be recovered.

I have the honour to be

Sir

your most obedt. servant

Major R.E.

Offg. Consg. Architect to Govt.

396/31

P. W. D.

Roads and Buildings.

To be submitted to W on his arrival.

Cy.
1/11

From

The Consulting Architect
to the Government of Madras;

To

The Chief Engineer P. W. D.

No. 914

Dated 30th October 1883

Received

Sent to Govt. Solicitor
18/6/84.

No. of Enclosures.

Subject.

Submits copy of all correspondence between Consg Architects Office and Messrs Mansfield Bremner & Co regarding supply of Teakwood to the Post and Telegraph Office.

No. 32.

Madras 7th February 1884.

From,
Ernest Barclay
Government Solicitor
Madras

346/32

To,
The Secretary to Government
Public Works Department
Madras.

Papers circulated to the Hon'ble Member on the 7th Feby/84. with C. No 95/15.

Sir

1. In reply to your Memorandum dated 6th instant No. 277 C I beg to inform you that I am watching the criminal charges against Mr. Bremner The hearing of these charges has however been adjourned to next month.

2. I can see no ground for Government bringing a Criminal charge against Mr. Bremner. His case is merely one of breach of contract by failing to deliver certain timber his firm had contracted to supply to Government and for which they had been paid in advance. The fact that some of the timber was delivered according to contract would negative any idea of a criminal intention on Mr. Bremner's part when he obtained the advance from the Government Architect.

I am Sir
Your Obedient Servant
Ernest Barclay
Government Solicitor

396
33

B.C.

B. Ro. 2244 W. 12-8-83.
" " 2965 W. 18-10-83.
" " 3162 W. 7-11-83.
277 C. 6-2-84.

[illegible] 8-2-84

~~Cr. 9737 Shf. [illegible]~~ —
9457 - file of [illegible] sent [illegible]
~~Brunner & Co~~

Letter from C. A. dated [illegible]
25.10.83 No. 907 does
not seem to be among
these.

I should like to see it.
as it is quoted in the
more recent letter 914

396/34

15.11.83.

TOW.

Letter from C.A.
No 907 of 25.10.83,
submitted (please
see linked file)

It will be seen
~~[illegible]~~ it is merely
a reply to the monthly
"Objectionable Item
Statement" for July.

Noted.
No action seems
necessary at
present.
15/11

15.11.83

(9) 80

16.11.83

...rtment.

...the following:— 396/~~39~~ 38

...to Govt., No. 914 d/ Octr. 30th 1883.
" 1459 d/ Feb: 4th 1884.

...In March 1883 a large
...tity of teak-wood
...ttings was required for
...w Post and Telegraph
...at Madras, and a
...r for the supply was
...cepted, by Mr. Chisholm,
...n the firm of Mansfield
...nner & Co.

...this firm seem, however,
...have been unable to

B.C.

B. No. 2244 W. 12-8-83.
" " 2965 W. 18-10-83.
" " 3162 W. 7-11-83.
277 C. 6-2-84.

C. No: 1006.

396/35

It seems likely that Govt. will now lose the balance (Rs 2863-99) of the "Advance" (Rs 5250) made by Mr. Chisholm.

The payment of Rs 5250 was not strictly an advance, but a payment for value received — the Timber on account of which the money was paid having informally been placed at the disposal of Govt. But from omission on the part of the Consulting Architect to obtain legal transfer of the Timber, Bremner & Co; continued to deal with it as if it were their own property. It has of course now disappeared, and there is no security of any kind for a refund of excess payment.

The Con: Architect should perhaps be instructed to have the case against

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tment.

he following:— 396/~~39~~38

to Govt., No. 914 d/ Octr 30th 1883.

" 1459 d/ Feb: 4th 1884.

In March 1883 a large
ty of teak-wood
ttings was required for
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r for the supply was
pted, by Mr. Chisholm,
the firm of Mansfield
mner & Co.
(less)
his firm seem, however,
ave been unable to

B.C.

B. No. 2244 W. 12-8-83.
" " 2965 W. 18-10-83.
" " 3162 W. 7-11-83.
277 C. 6-2-84.

Bremner watched to the Courts by the Govt Solicitor with a view to recovering, if possible, of the money due – and meanwhile to consider whether sufficient grounds do exist for a criminal prosecution?

R.S.
5.2.84.

W.

It seems to me utterly useless to pursue this case further, & the only thing left to be done is to authorize C.A. to write off the loss against the Post & Telegraph office. The transaction was irregular from the very beginning & most unwise. It is hopeless to expect to recover anything.

E.S.
5-2-84

Is not the Govt. Solicitor now watching the case against ~~[illegible]~~ Bremner? From the papers I gather that this is being done. If so, I think the only course at present is to obtain the Govt. Solicitor's opinion as to whether grounds exist for a criminal prosecution of Bremner.

396/36

On 13.8.83, the C.A. was authorised to bring legal proceedings against him, – but that I suppose has reference to a civil suit.

* Meanwhile, a brief precis of the case should be drawn up, only for circulation.

W.M.
6.2.84

* Being attended to

R.S.
6.2.84.

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partment.

the following:– 396/38

to Govt, No. 914 d/ Octr 30th 1883.
" 1459 d/ Feb: 4th 1884

In March 1883 a large
tity of teak-wood
things was required for
w Post and Telegraph
at Madras, and a
r for the supply was
accepted, by Mr Chisholm,
from the firm of Mansfield
Bremner & Co.

This firm seem, however,
have been unable to

B.C.

B. No. 2244 W. 12-8-83.
" " 2965 W. 18-10-83.
" " 3162 W. 7-11-83.
277 C. 6-2-84.

the enclos.

396 W

The G.O. is to be Kept on the "B" series, ~~although~~ although it is marked to be printed — i.e. it is not to be brought on the Pro. vols; will not be placed in perusal files, & will be shown on Routine side of Table of Contents — Rayalu should note this carefully

14.2.84

P. W. Department.

Read the following:— 396/~~389~~ 38

Letter from the Consg. Architect to Govt, No 914 d/ Octr 30th 1883.
Do ——— do ——— " 1459 d/ Feb: 4th 1884.

For Orders.

This is downright scandalous and Govt must not suffer by the gross carelessness of its interests evinced by Mr. Chisholm — He should be called on for an explanation and if not satisfactory he must be held personally responsible — Bremner is a common swindler and the assets of the firm are doubtless nil

9/2 H.E.S.

Send to Honble Mr. Hunter.
Mr C. has virtually

In March 1883 a large quantity of teak-wood scantlings was required for the new Post and Telegraph office at Madras, and a tender for the supply was accepted, by Mr Chisholm, from the firm of Mansfield Bremner & Co.

This firm seem, however, to have been unable to deliver the scantlings by the stipulated time, and applied to Mr. Chisholm for aid in the shape of an advance of funds. As the rules of the P.W. Code preclude such advances being made, Mr. Chisholm agreed to purchase from the firm a quantity of timber in bulk then lying at Pondicherry, which was to be sold back, log by log, to be converted into scantlings.

On the 21st. March, Mr. Lennon, the Sub-divisional fficer, was deputed to ondicherry, whence he

contravened the Rules of the Department and certainly should be called upon for explanation. When that is received it can be settled what further action sh'd be taken. I expect it will be found that a criminal prosecution of Bremner is impracticable but wait till Barclay's reply

12/2

+ Same rec'd.
C/10. 11/8

wired to Mr. Chisholm as follows:—

"Have measured up 70 "tons, please pay for 35 "tons today on bill of "sale signed by Vendors." A cheque for Rs 5250/- was thereupon sent to Messrs. Mansfield & Co., together with a bill for signature, providing for the sale of 1750 cubic feet of teak wood, valued at Rs 3/- per cubic foot. This bill was duly signed and returned to the Consulting Architect.

It would appear that no steps were taken by the

Consg: Architect to obtain actual delivery of the timber which he thus purchased. Of the 70 tons measured up at Pondicherry, only 35 tons were paid for, and there is nothing to shew that these 35 tons were specially identified and separated from the bulk.

To the inexactness of the transaction in this particular is now due the probable loss which is the immediate subject of the present correspondence which the Government will probably have to sustain.

The firm had entire

Pondicherry, whence he

control of the logs lying at Pondicherry. Some of these were converted into scantlings and delivered at the works at Madras, but it would appear that the logs thus converted were not actually sold back in detail to Mansfield & Co., as agreed upon. Such an arrangement was, in fact, impracticable, there being no P.W. Estab. at Pondicherry to carry on such a complicated transaction. The firm thus had entire control over of the timber, cut some of it into scantlings f

P. W. Dept, and made away with the rest. The Security which Mr Chisholm had in view by purchase of the timber, disappeared, and the sum of Rs 5250/- paid to Mansfield & Co resolved itself into an advance, with no security whatever. The advance was worked out to the extent of Rs 2386/-, being value of Scantlings delivered from time to time, leaving Rs 2864 still unadjusted.

The present representative of the firm, Mr Brenner is now undergoing at Madras criminal tion by private

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No 396 W

396/41

persons for other alleged mal practices. The Government Solicitor has been watching the case on behalf of Govt, with a view to a civil suit ultimately. The assets of the firm are, however, problematical, - and the Govt Solicitor has now been asked whether he considers that sufficient grounds exist for a criminal prosecution by Government in connection with the case above detailed. His reply is awaited.

Certainly not - a breach of contract is the intended ... proved -

Madras.
Feb: 7th 1884

Mansel Stewart Col. R.E.
Secretary to Govt P.W.D.

~~The Hon. W. Hudleston~~

~~Hon. C. G. Master~~

For Orders

W.
13-2-84

Com. 7/1/84 [illegible]

No. 396 W. P. W. Department.

Proceedings of the Madras Government

Under date the 14th February/84
396/82

Read the following:—

Extract from a letter from the Consulting Architect to Government No. 907 d/ Octr 25th 1883.

"Item No. 4. "Explanation was sent with letter No. 528 d/ 9th "Augt 1883. A full copy of the correspondence will be "forwarded."

Letter from the Consg Architect to Govt No. 528 d/ Augt 9th 83
recorded with G.O. No. 1244 W d/ Augt 13th 1883.

Letter from the Consg Architect to Govt No. 914 d/ Octr 30. 1883

Do — do — " 1459 d/ Feb. 1st 1884

Do from the Government Solicitor, Madras, " 82 d/ " 7. "

13

The papers above recorded have reference to a transaction entered

Architect to Government, Mr. Chisholm, with the firm of Mansfield, Bremner, and Co. for the supply of timber for works under execution at Madras. The facts of the case, as shown by the record before Govt., re as follows:—

March 1883, a large quantity of teak-wood scantlings was required for the new Post and Telegraph office at Madras, and a tender for the supply was accepted, by Mr. Chisholm, from the firm of Mansfield, Bremner, and Co.

That firm were however unable to deliver the scantlings by the stipulated time, and applied to Mr. Chisholm for aid in the shape of an advance of funds. As the rules of the P.W. Code preclude such advances being made, Mr. Chisholm agreed to purchase from the firm a quantity of timber in bulk then lying at Pondicherry, which was to be sold back to them, log by log, to be converted into scantlings.

On the 21st. March Mr. Lemion, the Sub-divisional officer, was deputed to Pondicherry, whence he wired to Mr. Chisholm as follows:—

"Have measured abt. 70

tons today on bill of sale "signed by vendors". A cheque for Rs 5250/- was thereupon sent to Messrs Mansfield & Co, together with a bill for signature, providing for the sale of 1750 cubic feet of teak wood, valued at Rs 3/- per cubic foot. This bill was duly signed and returned to the Consulting Architect.

It would appear that no steps were taken by the Cons. Architect to obtain the actual delivery of the timber which he thus purchased. Of the 70

cherry, only 35 tons were paid for, - and there is nothing to shew that these 35 tons were specially identified and separated from the bulk.

To the inexactness of the transaction in this particular is now due the probable loss which is the immediate subject of the present correspondence.

The firm had entire control over the logs lying at Pondicherry. Some of these were converted into scantlings, and delivered at the works at Madras, but it would appear that the logs thus converted were not actually sold back in detail to Mansfield & Co., as agreed upon. Such an arrangement was, in fact, impracticable; there being no P.W. Estabt. at Pondicherry to carry on such a complicated transaction. The firm thus had entire control over the timber; cut some t into scantlings for the P.W. Dept., and made away with the rest. The curity which Mr. Chisholm had in view, by *purchase* of the timber, disappeared; and the sum of Rs 5250/- paid to Mansfield & Co. resolved

no security whatever. The advance was worked out to the extent of Rs 2386/-, being value of scantlings delivered from time to time, leaving Rs 2864/- still unadjusted.

396/45

The present representative of the firm, Mr Bremner, is now undergoing at Madras criminal prosecution by private persons for other alleged malpractices. The Government Solicitor has been watching the case on behalf of Govt., with a view to a *civil suit* ultimately. The assets of the firm are, however, problematical, and the

Govt. Solicitor considers that there are no grounds for a criminal prosecution by Government in connection with the case above detailed.

The papers will be forwarded to Mr. Chisholm, for such explanation as he may have to offer; and he will be requested to shew cause why he should not be held personally liable for any loss which Govt. may sustain.

W.
14.2.84

F.C.
o W 1850 d 30.7.12

R.S.

W.
14th.

To,

R.F. Chisholm Esqre.
Consg. Architect to Govt.
(Thro' the India Office)
Ag. Con. Architect to Govt.

14
2
84

1168. p

Altered as
Mis No 396 W

Govt. of (1884) Madras.

PUBLIC WORKS.

Read 1/m
15-2-84

G. O. 14th Feby 1884 4 B 396

Messrs Mansfield
Brenner & Co

Mr Chisholm called
upon for such expl
-nation as he may
to offer regarding
transactions with
for the supply of timb
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13/3/2