(1) Number of pages 144

(2) Date of repair 14.8.87

(3) Initials of the Referencer bms

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

P.W DEPARTMENT

G.O. No. / B.P. No: 314-W	Press. / Mis.
Dated 10-2-1888	196.

Lpd.

Not to be folded or roughly handled

Archives I--10,006 I -80.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Account.

Read—the following papers :—

Letter from R. F. CHISHOLM, Esq., dated 4th October 1884, No. 62.
Do. from do. „ 20th December „ „ 12.
Do. from the Government Solicitor, „ 20th January 1885, „ 23.

Order—dated 10th February 1885, No. 314 W., Public Works.

The letters from Mr. Chisholm recorded above contain the further explanations called for in connection with the transaction in timber, the circumstances of which are reviewed in the orders quoted in the margin.

G.O., No. 390 W., dated 14th February 1884.
„ „ 1350 W., „ 30th July 1884.

2. Mr. Chisholm endeavours to show that an actual *purchase* had been effected, and that, had proper steps been taken, after his departure on leave, for securing to Government their right and title to the timber lying at Pondicherry, no loss would have occurred.

3. The Government Solicitor, to whom Mr. Chisholm's letter was referred, adheres to his original opinion that there is no sufficient evidence of the *delivery* of the timber, and that there is thus no ground for any action against the firm of contractors, except such as can be brought in a civil court.

4. In the circumstances of the case, nothing would be gained by instituting a civil suit, and the Government are therefore compelled to order the loss to be written off. His Excellency the Governor in Council must, however, express dissatisfaction at the careless manner in which the transaction with Messrs. Mansfield, Bremner and Company was carried through by the Consulting Architect, whereby so large a loss to the State has been caused.

(True Extract.)

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

To R. F. Chisholm, Esq., Consulting Architect, on special duty.
To the Consulting Architect, to Government.
„ Examiner, Public Works Accounts.

Exd. E. Fernandez.
Spare Copies

GENERAL.
ACCOUNT.

Gobt. of {1885} Madras.

PUBLIC WORKS.

Dated February, 19th.

Recd. *Encl.*

G.O., 10th Feb. 1885, No. 314 W.

FEBRUARY.

Timber

Orders on explanation submitted by Mr. Chisholm, in regard to the — transactions connected with the new post and telegraph offices at Madras.

62 - 314/W

Bombay.
October 4th 1884.

From

R. F. Chisholm Consulting
Architect (on leave)

To

The Secretary to Government
Public Works Department
Madras.

Sir,

I have the honour to acknowledge the receipt of G.O. No 1850 W. dated the 30th July on the subject of the Tender transaction with Messrs Mansfield Brenner and Co.

2 I must express my gratitude to the Govt Solicitor Mr. Barclay for the great pains he has been at to render the case intelligible. I see now exactly where the difficulty lies. I trust I shall be able to prove to him and to the Government one of two things. either that a bona fide sale and delivery did take place, or that I was myself duped by Mr. Lennon into believing such to have been the case. an idea which I cannot entertain for one moment.

In order to make my communication complete and final it is necessary that I should know exactly what took place after I made over charge - and this part of the subject I can only investigate in Madras itself -

3 As nothing apparently is to be gained by expedition I would respectfully solicit the Government to allow the matter to lie over pending my final report on the subject.

I have the honour to be Sir.
Your most obedient Servant,

B. Aiyarlu

G.O. No 396 P. dt. 11.2.84
" " 1850 P. 30.7.84.

Public Works Department.

Madras, January, 1885.

No

Letter from R. F. Chisholm Esq. Consulting Architect to Govt on special duty No. 12 of December 20th 1884.

The above letter will be referred to the Government Solicitor for opinion, in continuation of previous correspondence.

Mr. Chisholm urges that the transactions as purchase, in which case, a criminal [illegible]

+ C.R. 10602/84.

(Previously explanation called for in G.O. No. 1850 dated 30th July 84, regarding the assistance to be rendered by Government to the failure of Messrs Mansfield, Bruce & Co.)—

the representatives of the

firm of Messrs Manfield

& Bremner and Co

G.O. 1858 May 30–2–54
" 396 May 14–2–54

to

the Government Solicitor

with copies of G.O. Nos 1880
of 10th July 1852 & G.O.
1858 of 30th July 1852

Mar 2. G–1–55

Office of the Consulting Architect
No 12 Madras 24th December 1852

Sir

I have the honor to report for the information of Government that I have received charge of the Consulting Architect's Office during the absence of Messrs Manfield Bremner and Co

2. The case as far as I can see has arisen from the fact that the Contractors appear to have made no Fair contract under

stand

understood properly the nature
of the agreement with Messrs Mac-
-field Brenner & co which re-
-sulted in Mr Vincents treat-
-ing the 2d proposal as
an advance

3. When making over charge
I explained the transaction
to Mr Vincent, and he ap-
-pears to have understood it,
for, on the 14th of May 1883 he
wrote to Messrs Mansfield Brem-
-er & co for the remainder
of the Purchase Price"
(Letter to ff)

4. On the 16th of May after letter-
-ing he wrote again. He has ev-
-idently been corresponding with
the Messrs Mansfield & co
-ferred to him that I
had for the 35 bags on the

understanding

3/8
6

understanding that some large
bags then lying in a Railway
wagon were to be purchased and
sent to Madras. as the trans-
-action is worded this of course
could not be the case, though
Mr Vincent himself at Ponde-
-cherry may have declined
to take the further action
a verbal promise to this effect
being made by Messrs Mansfield
Brenner & co

5. Mr Vincent claims now to
be right of the money. Had
he taken no agreement
with Messrs Mansfield Brem-
-er & co for a supply of Madr-
-as coirthings and made
no mention of it.

6. Finally on the 11th of July
Mr Vincent is dotined

Terms

terms, allude to the 3209 £. as an advance and so, by easy stages on my own office, the transition from paper £ to advance to army £.

7. I will now detail exactly what occurred and it will be convenient to consider first the nature of the purchase, and secondly, the method of investment.

8 After discussing the matter with Mr Lonsdale I directed him to proceed to Pindick dip for the purpose of measuring and stamping 35 logs of timber. He knows to axe and the ethical contents and I rely on him for the lot as Mudros after he has recently low to order any loss should the government eventually

have to cut up the timber by Government Agency. Mr Lonsdale duly wired me. I had the money and obtained a receipt for £3209 "payment on account of 1750 cubic "feet Ellonlmein Jarrah." (See the receipt dated the 21st March 03 No 91. The timber was now the property of Government and had left Mansfield Brenner Vs Fact Court day the Government could have been gainers rather than losers.

9 So far I think, it will be conceded that my actions were right and proper. Mr Lonsdale was the assistant given to me by Government to perform duties of this kind, and I had no reason to believe then, any more than I have now, that this duty was improperly or imperfectly performed

performed. It is for Mr Lennon himself to say what occurred and in what manner the purchase was conducted. If any measurement was taken at all, the timber must have been marked and defaced, for it could not have been measured without the usual transverse for taping and this fact is always done in such a manner that the lots are defaced

noted.

10. Re his lecture to Madden Mr Lennon told one of the Longtimbers on the wagons to which he hoped to secure, and of the fact of his measuring up more timber than we wanted. But neither of these facts influenced me they had nothing whatever to do with the purchase.

11

11 It may be mentioned, that it was open to me to have had the full value, and to have bought the timber to Madras and cut it up, or to have cut it up at Pondicherry, but then the Government could have been possible losses by taking all risk of loss arising after cutting.

12. Now with regard to the method of adjustment Messrs Mansfield Brenner & Co. were to convert our timber into scantlings and receive the price agreed on, minus the value of the logs used. So far, from this being an extraordinary method of procedure it is the ordinary method of doing work in this Division and I think others, as the following instances will show.

Consulting

Consulting Architects Division

Contract Certificate No 8 dated 28th November 1881

Value of work done ..... Rs 15058-5-0

Amount of previous payments Rs 11958-15-3

Payments now made in cash Rs 1095-11-10

Deduct materials taken over

by Contractor 995-9-11 2391-5-9 14358-5-0

Balance due Rs 708-0-0

Contract Certificate No 6 of 17th January 1883

Shrines.

Value of work done ..... Rs 8362-9-6

Amount of previous payments Rs 6952-5-2

Payments now made in

cash ... 1296-6-4

Deduct materials taken over

by Contractor 13-12-8 1410-12-4 8362-9-6

Balance due " - " - "

South Arcot Division

Total value of work done ..... Rs 3735-14-10

Amount of previous payments

from last Certificate No 2 for-

warded with the Account for

July 1882 ..... Rs Rs 1241-13-1

By cash 956-3-3

Value of materials taken

over by Contractor ... 250-14-6 2337-1-9 3548-14-10

Balance due Rs 187-0-0

Chingleput

Chingleput Division

3/9

Total value of work done ..... Rs 1190-4-6

Amount of previous payments .. Rs 813-6-11

Payments now made by cheque 217-11-7.

Value of materials taken over

by Contractor .. 115-0-0 332-11-7 946-4-6

Balance due Rs 244-0-0

13. Why Mr Lennon did not urge on Mr Vincent the desirability of securing the property when difficulties first arose is to me inaccountable. He could not himself fall in with the advance theory unless he regarded his post to Pondicherry as an elaborate farce serving no useful purpose whatever, and I should be extremely loth to believe that he purposely allowed the matter to drift, foreseeing that if once the advance theory were to be established, I, and I alone would be responsible for the loss. Here again, Mr Lennon

Excuse

Branch speak for himself, He was aware that Mr Mansfield had left Madras, that I also had left Madras, and that he alone knew exactly what actually took place, did he take any action to secure the purchase when difficulties arose, or did he bring the matter properly before Govt Branch?

14. I may mention in conclusion that the actual deficit is Rs 2396-8-11 after deducting the security deposit and a sum of Rs 216-12-0 still due to the firm for timber supplied, and the above sum is subject to further deductions if treated as an advance from the assets of the firm

I have the honour to be
Sir
Your most Obt Servant
[illegible]
Comg. Bad of Govt
And Special duty

From
R. J. Chisholm Esqr
Conservator & Asst
On special duty.

To
The Chief Engineer
Public Works Dept.

RECD. 20 DEC 84 SECTION

No 12

dated 20th December 1884

Sir

Enclosures —

Replying to No 1830/12
dated 30th July 1884
regarding loss sustained on the conveying Architects Office. Loving to the failure of Majors Mansfield Brownrigg & Co

No 23

dated Madras 20 January 1885

From,
Ernest Barclay Esq
Government Solicitor,
Madras.

To
The Secretary to Government,
Public Works Department,
Madras.

Sir,

1. I beg to acknowledge receipt of your memorandum of the 9th instant No 69 with its enclosures.

2. I have perused Mr. Chisholm's letter of 20th ultimo No 12 with the other papers sent to me, and I can see no reason to alter the opinion I have, more than once, expressed on the subject to which these papers relate.

3. In his letter of No 12 Mr. Chisholm assumes that, because he paid the money and obtained a receipt, the timber, 1700 cubic feet, was the property of Government. Here I cannot agree with him, for, as pointed out in my letter of 7th July last No 340, it by no means follows that because a man buys and pays for a thing, that the property in it passes to him, there must also be a delivery, and if there be no such delivery he has only a right of action against his vendor. This is just the difference between

a "Bargain & Sale" and a "Sale & Delivery" For the reasons stated in my letter No 340 there is no sufficient evidence of the delivery of the Timber to the Messrs Lemon at Pondicherry.

4. For the above reasons and for those already stated in previous letters I am of opinion that no criminal charge would lie against either the Manufacturer or the Messrs Brammall.

5. I return the papers sent to me &

Your Exc.y
Your Obedient Servant
Edward Randolph
Government Solicitor

314/12

No. 396 W of 1882 Orig
" 1850 W of 30 July 82 Ref
"59 C of 9 Jan 85

RECEIVED 21 JAN 85 PUBLIC RECORDS OFFICE

3465/82

P.W. Department

Read the following:—

Letter from R.J. Chisholm Esqr. No 62 of 4th October/82

" to " 12 of 20th December/82

Letter from the Govt. Solicitor " 23 of 20th January/83.

For Orders

Mr. Chisholm has now submitted the further explanations called for by Government in connection with the transaction in timber, the circumstances of which originally came under review in G.O. 396. W of

* G.O. 1850. W of 30th July/82.

14th February 07.

In his letter No 12

of 20th December 06, Mr

Chisholm attempts to

show that the transa-

-action was an actual

purchase, and that

had proper steps been

taken, after his depart

on leave, for securing

to Government their

right and title to the

timber lying at Tondi-

-cherry, no loss would

have occurred.

The Government

Valuator, to whom Mr

Chisholm's letter was

referred, adheres to his

original opinion that

there is no sufficient

evidence of the delivery

of the timber, and

that there is thus no

ground for any action

against the vendors

except such as can be

brought in a Civil Court.

This would apparently,

be useless.

Orders are requested

whether, in these cir-

-cumstances, the

amount of £ 1

Nothing to be done

9/2/07

£2,397/ should be written off.

Ud
24-1-85

CM.
29-1-85

For Orders

SECRETARIAT TO THE GOVERNMENT OF NEW SOUTH WALES
5 FEB 85
DEPARTMENT PAPERS

3114

Rec'd 6/2/85
26/1/85

Re Committal No 596
9/1/85

Wants to see last letter from Wd. Chisholm, of 20-12-84, must go to the Govt Solicitor for further opinion, with advertence to the Rec: of Govt of 14-2-84 and 30-7-84.

Wd. Chisholm urges that the transaction were forcible in which case I understand the a criminal prosecution could be instituted against the representatives of Beresfield Brewery Co.

Ud
7-1-85

Rec'd 9 Jan 85
Ans 10 Jan 85

3114
90

S. L. W.

3194
16

C. No 522.

The summary of the transactions as given in G.O. 394 of 16 Sept. by remaining apparently unaffected by subsequent correspondence. A final decision as to the adjustment of the loss and damage necessary.

C.S.

21-1-86

W.

Loss to forest occasioned by
the failure of Isaac Mansfield & Co.

Mr Chadwick's report on the Wansdyke line which led to the above loss, was submitted to the Forest Solicitor for opinion.

Mr Bewley advises to let Spinner, as previously proposed, but no criminal charge would lie against Isaac Mansfield & Skinner.

It has now to be finally decided whether the loss incurred should not be written off to the new Post and Telegraph buildings, for which the timber was purchased.

Payment for materials, before delivery in situ, has, I would observe, never been made difficulties and

[illegible] case. —

Ch.

12.1.85

3614
40

These papers should be circulated for orders - with a brief note of the Correspondence which has passed since receipt of Pro: dated 30-7-82. 20 1850 W. and with suggestion that the Road may be written off.

The papers should go to M. Martin, as well as to W. Andrews, as the previous papers of 14-2-82 went to him.

Sel.
22-11-82

3/4
19

Draft order according
expressing dissatisfaction
Govt. at the careless manner
in which the transaction
with Messrs M. B. & Co
was carried through.
Causing so large a loss
to the State

J.J.

J-2-83

3/4
80

No 314. M.

Rec'd

344
20

Judl Department

Proceedings of the Madras Government

Under date the 10th July 19

Read the following:—

Letter from R. F. Chisholm Esq. M.C. No 62 dy 4th October 19

— Do — " " 12 dy 20th December 19

Letter from the Govt. Salem " 23 dy 20th January 19

The letter from Mr. Chisholm recorded above contain the further explanation called for in connection with the transactions in timber the circumstances of which are reviewed in

the orders quoted in the margin.

2 Mr Chisholm en-
deavours to show that
an actual purchase has
been effected, and that
had proper steps been
taken, after his departure
on leave, for securing to
Government their right
and title to the timber
lying at Pondicherry, no
loss would have occured.

3. The Government
Solicitor, to whom Mr Chisholm's
letter was referred, adheres
to his original opinion
that there is no sufficient
evidence of the delivery
of the timber, and that

* G.O. 396 W of 14 July 50.
" 1850 W of 30 July 52.

there is no ground
for any action against
the firm of Contractors,
except such as can be
brought in a Civil Court.

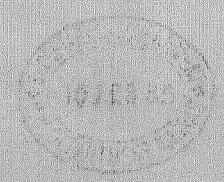
4. Under all the
circumstances of the case,
I would be
to nothing gained by
instituting a Civil Suit;
and the Government are
therefore compelled to order
the loss to be written off.

His Excellency the Governor
in Council must, however,
express dissatisfaction
at the careless manner
in which the transaction
with Messrs Brandt
Brenner, & Co. was carried

Thomas Ley
Knocked unruly
a boy to the ladies
then seized.

Ills
6.2.85

Ill
6.2.85



Ill
10

R. F. Chiddle Esq.
Coleg. Archit. de Gheel &c
Coleg. Archit. de Gand &c
&c. &c. &c.

Libro 6/2/85

314
22

Coll. of Arch. & Urban
PUBLIC WORKS