GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

READ—the following papers :—

Letter from the Superintending Engineer, IV Circle, dated 4th August 1883, No. 322.
" " " " " " 7th May 1884, No. 217 E.W.
" " " " " " 10th " " " 246 C.-E.W.

From E. BARCLAY, Esq., Government Solicitor, to the Executive Engineer, Nílgiri Division, dated Madras, 5th May 1884, No. 250.

In reply to your letter of 1st instant, I beg to inform you that no suit has yet been filed against Mr. Brown, and I hope that no suit will be necessary. The matter is a complicated one, and I am in communication with Mr. Brown's legal adviser on the subject, and I hope eventually to be able to make out in Mr. Brown such a title to the property bought from him by Government as I can advise Government to accept.

Endorsement on the above.

No. 227 E.W.

Forwarded to the Chief Engineer, Public Works Department, for information, with reference to this office letter, No. 217, of 7th instant.

OOTACAMUND,
5th May 1884.

(Signed) J. BEATTY, Colonel, R.E.,
Suptg. Engineer, IV Circle.

From E. BARCLAY, Esq., Government Solicitor, to the Secretary to Government, Public Works Department, dated Madras, 14th October 1884, No. 541.

I beg to acknowledge receipt of your memorandum, dated 10th instant, No. 747 E.

2. After very considerable difficulty I prepared, in consultation with the Advocate-General, such a conveyance of the property at Vayitri sold by Mr. Brown to Government as we could advise Government to accept. A fair draft of this conveyance which, from the state of the title, is somewhat long, was sent by me on the 15th August last to Mr. Rosario, Mr. Brown's legal adviser at Tellicherry, for approval; and, at the same time, I requested Mr. Rosario to send me for perusal a reconveyance of the Pookote estate (part of which is the land sold to Government) from a Dr. Henderson, to whom I had learnt that the estate had been mortgaged to Mr. Brown. On the 1st September I received from Mr. Rosario a reconveyance not from Dr. Henderson, but from his executors, Dr. Henderson having died, and on the 2nd idem I wrote to Mr. Rosario inquiring whether Dr. Henderson's will was proved by either of the executors (Mr. Ferguson and Mr. Mitchell), and, if so, in what court, as no mention was made in the reconveyance of any probate, and requesting, if the will was proved, that I might be allowed to see the probate. To this letter I have as yet received no

reply, but I am writing again to Mr. Rosario, and if the question about probate of Dr. Henderson's will is satisfactorily answered, I have every hope that this long-pending matter will shortly be settled.

From the same officer, dated Madras, 24th April 1885, No. 146.

I beg to acknowledge receipt of your memorandum, dated 18th instant, No. 12 E.

2. Since my letter, dated 14th October last, No. 541, I have been endeavouring to have the conveyance of the property at Vayitri, sold by Mr. Brown to Government, completed; but, I regret to say, so far without success.

3. On the 14th October last I wrote to Mr. Brown's legal adviser at Tellicherry, calling his attention to the matter, and informing him that I could not allow it to remain in abeyance any longer. On the 23rd idem I wrote to Messrs. Oakes and Company, informing them of the purchase by Government of this property, which was included in a mortgage to them by Mr. Brown, that I had prepared a conveyance of the property and had sent it to Mr. Brown's legal adviser for approval, but could get no reply from him.

4. On the 10th November last, Messrs. Oakes and Company wrote requesting me to take notice that the purchase-money of any property mortgaged to them, which might have been sold by Mr. Brown to Government, was to be paid to them direct, and that as Mr. Brown could not dispose of any portion without their joining in the conveyance, they presumed I would inform them when the deeds had to be executed and the money paid. In reply, I had to inform Messrs. Oakes and Company that Government had already paid the purchase-money to Mr. Brown.

5. On the 13th November I received back the draft conveyance from Mr. Brown's legal adviser, approved by him, subject to the omission of a recital therein that Messrs. Oakes and Company's mortgage had been paid off. This recital had been inserted as I was under the impression that the mortgage had been paid off.

6. On the 14th November I forwarded the draft conveyance to Messrs. Oakes and Company for approval, with an inquiry whether it would be executed when engrossed. In reply, Messrs. Oakes and Company informed me the next day that the deed would be executed on payment of the purchase-money to them as mortgagees. On the 17th November I wrote to Messrs. Oakes and Company that Mr. Dawson in his own right and as executor of Mr. James Oakes and the Administrator-General as executor of Mr. W. T. S. Oakes were the necessary parties to the deed, and that as Government had already paid the purchase-money to Mr. Brown, I trusted that Mr. Dawson would not insist upon the position he had taken up. On the same day I also wrote to Mr. Brown's legal adviser, informing him that I had altered the deed as requested by him and of the correspondence which had passed between myself and Messrs. Oakes and Company, and inquiring whether Mr. Brown was prepared to pay Messrs. Oakes and Company the purchase-money he received from Government, so that the matter might be completed.

7. On the 18th November I received a letter from Messrs. Oakes and Company, informing me that the interest in the property of Mr. W. T. S. Oakes and Mr. James Oakes had, under their partnership arrangements, become vested in the present firm, and that the executors of Mr. W. T. S. Oakes and Mr. James Oakes were not entitled to receive any portion of the debt due by Mr. Brown, but would, at the firm's request, sign any deeds necessary for the realisation of the property, and that it was out of the question to expect that the firm could permit the alienation of any portion of the security mortgaged unless the value was paid to them direct.

8. Having received no reply to my letter of 17th November to Mr. Brown's legal adviser, I wrote to him again on the 16th January last calling attention to the matter, but I have received no reply from him.

9. I have seen Mr. Dawson about this matter on several occasions since the beginning of the year. He informed me that Mr. Brown had been very ill, and I requested Mr. Dawson, who is a personal friend of Mr. Brown, to see whether some

arrangement could not be made regarding the payment of the purchase-money by Mr. Brown to Messrs. Oakes and Company. I have reason to believe that Mr. Dawson did attempt to make such an arrangement as my firm has recently heard twice from Mr. Brown regarding moneys coming to a person indebted to him, but my firm was not in a position to furnish the information asked for. I understand from Mr. Dawson that Mr. Brown is in poor circumstances.

10. My difficulties in taking proceedings to compel the completion of the conveyance are—(1) that such proceedings will have to be taken up-country, and (2) that Messrs. Oakes and Company, Mr. Dawson as executor of Mr. James Oakes, and the Administrator-General as executor of Mr. W. T. S. Oakes will all have to be joined in such proceedings. If, however, Government are prepared to give up possession of the property, Mr. Brown might be sued for a refund of the purchase-money, though he will probably be entitled to deduct therefrom a reasonable amount as rent during the occupation of the premises by Government, unless Government can show that they have sustained damages to an equal or greater amount than such rent.

No. 39 E.

Referred to the Superintending Engineer, IV Circle, for early remarks on the suggestion (paragraph 10) of the Government Solicitor to sue Mr. Brown for the purchase-money, possession of the property being given up.

Ootacamund, 28th April 1885. (Signed) J. SHAW-STEWART, Colonel, R.E., Secretary to Govt., P.W.D.

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Coimbatore, 18th May 1885, No. 204 E.W.

As directed in G.O., No. 39 E., of 28th ultimo (herewith returned), I have the honor to report that I see no objection to the course proposed by the Government Solicitor, and to request permission to hand the building back to Mr. Brown.

2. The building is now in temporary charge of the Deputy Collector, who provides a caretaker, and it may be at once handed over to Mr. Brown.

From the same Officer, dated Ootacamund, 12th June 1885, No. 235 E.W.

In reply to your memorandum, No. 216 E., of 11th June 1885, I have the honor to inform you that the house purchased from Mr. Brown for a Telegraph office was only occupied by that department for a few months, and on the amalgamation of the Postal and Telegraph departments, the Telegraph office of Vayitri was transferred to the Post office, where it now is.

2. Hitherto the Deputy Collector has provided a watchman and made occasional use of the building on his visits to Vayitri; but as he is unwilling to pay the usual rent, I requested him to vacate * it, and would propose utilising it in future for the storage of tools. I understand there is a large number of famine tools in North Wynaad, which the Revenue Department desire to hand over.

* I have just learnt that it was vacated from 1st instant.

From the same officer, dated Coimbatore, 22nd June 1885, No. 252 E.W.

In reply to your memorandum, No. 246 E., of 18th instant, I have the honor to inform you that the house at Vayitri, purchased from Mr. Brown, if not applied to the storage of tools, may best be utilised as quarters for subordinates employed in the Wynaad roads sub-division.

From E. BARCLAY, Esq., Government Solicitor, to the Secretary to Government, Public Works Department, dated Madras, 7th July 1885, No. 234.

In reply to your memorandum of the 1st instant, No. 217 E., I beg to inform you that on receipt of your memorandum of the 11th June last of same number, I wrote to Messrs. Oakes and Company requesting them to let me know, if they had no objection, for the information of Government, the amount due to them on Mr. Brown's mortgage in their favor of the Pookote estate. Messrs. Oakes and Company have not yet replied to my letter.

2. In September 1873, Mr. Brown mortgaged to the then partners of the firm of Messrs. Oakes and Company his undivided half part or share in the Pookote estate to secure the balance of his account with the firm. This mortgage was stamped to cover Rs. 10,000; but I believe there is a much larger sum than that due to Messrs. Oakes and Company and secured by this and another mortgage. It is extremely unlikely, therefore, that Messrs. Oakes and Company would accept less than Rs. 10,000 to clear off the mortgage on the Pookote estate. But it must be borne in mind that it is only a comparatively small portion of the estate which Mr. Brown sold to Government, and it would therefore hardly do for Government to pay, not only the purchase-money paid to Mr. Brown, but also to pay off the mortgage, and only to secure a portion of the mortgaged property.

3. I have no reason to believe that there are other incumbrances on the property; but, to ascertain this positively, I shall have to employ some one in the Wynaad to search the registers there for incumbrances. I have thought it better not to go to this expense until I hear from Government that they are prepared to pay off such incumbrances as there may be, which, under the circumstances, I think is hardly likely.

4. I am writing again to Messrs. Oakes and Company for the information required, but unless Government are prepared to pay off Messrs. Oakes and Company's claim on the estate, I think the only course will be, if Government wish to retain the land they bought, to take it up under the Land Acquisition Act, and let Mr. Brown take such steps as he may think fit to recover the value fixed by the Collector. It would be as well, however, to refer the matter again to the Advocate-General before taking this step.

Letter from the Government Solicitor, dated 13th August 1885, No. 307.
" " " " " 28th " " " 336.

ORDER—dated 7th September 1885, No. 2093 W., Public Works.

In Proceedings, dated 3rd February 1883, No. 383 W., the Government sanctioned the purchase, for Rs. 4,500, of a house at Vayitri from a Mr. H. W. Brown.

2. After the purchase-money had been paid, and the building taken over, the Government Solicitor found that the title was in an unsatisfactory state; and, on the Advocate-General's opinion, printed with Proceedings, dated 11th October 1883, No. 2857 W., the Government authorised the institution of a suit against Mr. Brown to compel him to convey the property to Government with a good title.

3. Subsequently, however, the Government Solicitor endeavoured to obviate the necessity for legal proceedings by preparing, in communication with Mr. Brown's legal adviser, such a conveyance of the property as he could advise the Government to accept; but the difficulties in accomplishing this proved insuperable, and, as a last resource, the Government Solicitor, in his letter, No. 146, dated 24th April 1885, suggested that the property be handed back to Mr. Brown, and that a suit be filed to compel that gentleman to refund the purchase-money.

4. On further advice, the Government now resolve to direct the Superintending Engineer to take the necessary steps, in communication with the Collector, to put into

force the provisions of the Land Acquisition Act, and thus to secure to the Government an unquestionable title to the property. As, however, the adoption of this course will involve the payment of the compensation awarded under the Act to the persons found to be entitled thereto, the Superintending Engineer will further, in communication with the Government Solicitor, institute a suit against Mr. Brown, to compel him to refund the purchase-money, and the amount of the damages resulting to Government.

5. The house, on its formal acquisition, may be utilised as quarters for the subordinates employed on the Wynaad road improvements.

(True Extract.)

(Signed) J. SHAW-STEWART, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Superintending Engineer, IV Circle, with manuscript copy of the Advocate-General's opinion.
" Examiner, Public Works Accounts.
" Government Solicitor.

Exd. J. Henricus.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1885} Madras.

PUBLIC WORKS.

Dated September, 7th.

Recd. *Encl.*

G.O., 7th Sept. 1885, No. 2093 W.

SEPTEMBER.

Mr. Brown's Property at Vayitri

Orders issued for acquiring — under the provisions of the Land Acquisition Act and for instituting a suit against Mr. Brown for refund of the purchase-money.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

READ again—

G.O., dated 6th April 1886, No. 933 W., Public Works.

Read—the following papers:—

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Coimbatore, 22nd August 1885, No. 346 E.W.

I have the honor to forward, herewith, for your information, two letters from the Executive Engineer, Nílgiris, regarding excesses expected on the work of erecting a church at Wellington.

2. Under ordinary circumstances I should consider myself justified in sanctioning unavoidable excesses not exceeding in the aggregate 5 per cent. of an estimate, but in the face of paragraph 3 of G.O., No. 1977 W., of 12th August 1884, I think it best to bring to your notice the probability of an excess on the church.

ENCLOSURES.

From Major A. C. SMITH, R.E., Executive Engineer, Nílgiri division, to the Superintending Engineer, IV Circle, dated Ootacamund, 1st August 1885, No. 1258.

I have the honor to report, for your information, that I am constantly finding small errors and omissions in the Wellington church estimate which necessitate deviations and additions with consequent excesses over sanctioned sub-heads of estimate.

2. These though too trivial in themselves to be separately reported on as they occur, will necessitate a rather heavy excess over the total sanctioned amount. But at the same time unless I sanctioned them the work must be stopped.

3. I propose shortly sending in a revised estimate, which must, as above stated, considerably exceed the sanctioned one owing to the abovementioned omissions, &c.

4. I request permission to go on with the work pending the submission of the revised estimate, and meantime assure you that nothing but what is absolutely necessary is being done.

From the same officer, dated Ootacamund, 18th August 1885, No. 1397.

In continuation of my No. 1258, of the 1st August 1885, and with reference to your No. 485 N.I., of 4th instant, regarding the excess on the Wellington church, I have the honor to state that the total excess will be within 5 per cent. on the estimate; so I see no reason why the work should be stopped.

2. I have been given to understand that the Right Reverend the Lord Bishop wishes three extra windows to be placed in the chancel, so I have given orders to have arched recesses built there so that windows may be easily inserted in future.

3. Also, the Chief Engineer and the Lord Bishop both say that the chancel windows are placed too high; so I have given orders to place their sills 2 feet lower.

No. 535 E., Public Works.

The Superintending Engineer will submit, with the least possible delay, a revised estimate for the work, on receipt of which the orders of Government on the subject will be taken.

2. At the same time the Superintending Engineer will make such proposals as may be feasible to effect savings on items not yet commenced to compensate for the unavoidable excesses incurred on items already completed.

3. It should also be stated whether either of the proposed alterations mentioned by the Executive Engineer in paragraph 2 of his letter dated 18th August 1885 will increase the cost of the building.

28th August 1885. (Signed) J. SHAW-STEWART, Colonel, R.E., Chief Engineer, P.W.D.

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Mangalore, 5th March 1886, No. 71 E.W.

I have the honor to submit, herewith, for sanction, a revised estimate, with one letter from the Executive Engineer, Nílgiris, and fourteen enclosures, of the cost of constructing the Protestant church at Wellington, amounting to Rs. 49,100, showing an excess of Rs. 10,939 over the original sanction of Rs. 38,161.

2. As the original order * enjoined "the exercise of the strictest economy in the execution of the work," the plans and estimate have been most closely adhered to; no work has been allowed, or provided for in the revised estimate, which was not absolutely necessary, and the Consulting Architect, from whose office the original estimate was submitted, has been referred to by the Executive Engineer in every case in which there was any doubt.

* G.O., No. 1977 W., of 12th August 1884.

3. The revised estimate is accompanied by a comparative statement and a report with appendices. These give full particulars of the excess, and show that it has been entirely due to omissions, errors in computation and measurements of the original estimate, and to the insufficiency of some of the rates provided.

4. It will be observed from appendix B attached to the report that the largest excess, Rs. 2,740, is on cutstone work, and this was owing to the omission in the estimate of 427 cubic feet, and to the low rate provided for this class of work. Another heavy item of excess, Rs. 2,377, was on iron and felt for roofing, obtained through the Secretary of State.

5. You are aware that the building has been carried out by contract, on the most favorable rates that could be obtained and which are believed to be very reasonable for that locality, while the work has been thoroughly well done and is very creditable to the contractors, Messrs. Groves and Company of Coonoor.

6. It is now found that the following works, for which no provision whatever was made in the sanctioned estimate, are very necessary:—

I. Fencing and gravelling the church compound.
II. Providing a lightning conductor.
III. Constructing a road of approach.
IV. Providing a bell.

But as the excess on the original estimate is so heavy, I have thought it best these should form the subject of a supplemental estimate, which may be dealt with separately.

7. In accordance with previous orders, nothing has been provided for flooring or interior plaster.

ENCLOSURE.

From Major A. C. SMITH, R.E., Executive Engineer, Nílgiri division, to the Superintending Engineer, IV Circle, dated Ootacamund, 12th February 1886, No. 2819.

I have the honor to submit, herewith, the revised estimate for the Protestant church at Wellington.

2. The delay in doing so has occurred on account of the complex nature of the work; and of the many omissions, trifling though intricate, in the original measurements; and in the fact that many of these were taken out very roughly.

3. I regret that the total excess amounts to so large a sum. At one time I thought that the excess would probably not exceed Rs. 3,000, but as the work proceeded and details were more thoroughly gone into, discrepancies kept on cropping up between plan and estimate.

Nothing has been done on the work which was not strictly essential, and even now, under the orders of Government of India, nothing has been provided for flooring or interior plaster.

4. I have annexed a report to the estimate which explains concisely the larger excesses, and which it will be found expedient to read prior to wading through the long array of figures in the comparative statement. The appendices A and B and the remarks thereon embrace all the principal excess and fully explain the causes thereof.

5. In conclusion, I have to state that owing to the restriction on the expenditure having been ordered, I have confined the same strictly to essentials and nothing short of stopping the work in an incomplete state would have prevented the excesses now reported; and which I briefly noticed as being unavoidable in my letter, No. 1258, dated 1st August 1885. The work is now almost complete with the exception of covering the roof with felt and iron and finishing the tower.

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Mangalore, 5th March 1886, No. 72 E.W.

As promised in paragraph 6 of my letter, No. 71 E.W., of 5th March 1886, I have the honor to submit, herewith, a supplemental estimate for the following additional works, in connection with the Protestant church at Wellington:—

	RS.
I. Fencing and gravelling the compound	1,141
II. Providing a lightning conductor	300
III. Constructing a road of approach	1,100
IV. Providing a bell	330
Contingencies and supervision	219
Total ...	3,090

2. The lightning conductor and bell are indispensable, and urgently necessary; the latter because it must be fixed in the tower, now in course of construction, before the top is put upon it, and the former can of course be put up at less cost now than at any later period. I request permission therefore to provide the bell and lightning conductor at once.

Order—dated 6th April 1886, No. 933 W., Public Works.

With his letters above recorded, the Superintending Engineer, IV Circle, submits a revised estimate, amounting to Rs. 49,100, for constructing a Protestant church at Wellington; also a supplemental estimate, amounting to Rs. 3,090, for certain items for which no provision was made in the original estimate, but which are now considered very necessary.

2. With letter, No. 2611 W., dated 15th September 1883, an estimate for the work, amounting to Rs. 49,960, was submitted to the Government of India; but that Government, in their reply, recorded in proceedings, No. 3323 W., dated 22nd November 1883, while admitting the need of a church at the military depôt at Wellington, expressed their inability to sanction so large an expenditure of public funds for the construction of a church to contain 300 sittings. It was intimated that, unless private subscriptions to a considerable amount were forthcoming, the design should be revised so as to effect a material reduction of the cost.

3. A fresh design was then prepared by the Officiating Consulting Architect, the estimate for which amounted to Rs. 38,161. That estimate, although confessedly incomplete in so far that no provision was made for certain essential items, such as flooring, plastering, &c., was believed to be complete and sufficient with respect to all items actually provided for. In sanctioning that estimate, the Government of India, in their letter recorded in proceedings, dated 12th August 1884, No. 1977 W., expressed the opinion that the cost of the church was still very high, and asked that the strictest economy should be enjoined on the officer intrusted with the execution of the work. The Government of India, in the same letter, placed on record that, while the estimate did not provide for the satisfactory completion of the building, no further expenditure of public money would thereafter be sanctioned for completing it. Notwith-

standing those instructions, it is now reported that the church has cost Rs. 10,939 in excess of the estimate. The Superintending Engineer reports that the strictest economy has been observed in the execution of the work, and that the excesses have been unavoidable owing to omissions and errors in the estimate, and to insufficiency of rates.

4. His Excellency the Governor in Council cannot but regard the history of this church as most unsatisfactory. While willing to make due allowance for the difficulties to be met in constructing a building of this description on the Hills, the Government observe that insufficient attention seems to have been paid to paragraphs 1112 and 1114 of the Public Works Code.* The original estimate does not appear to have been framed with sufficient care; but it should have been carefully scrutinised, and the omissions and inadequacy of rates should have been discovered and reported before the work was begun. Or, if this were not possible, they should have been discovered at a very early stage in the progress of the work, which should at once have been stopped by the Superintending Engineer pending the orders of the Government. It was not until the 22nd August 1885, that the Superintending Engineer, in his letter No. 346, reported that large excesses were expected, and in Public Works Department memorandum, No. 535 E., dated 28th August 1885, he was directed to submit, *with the least possible delay*, a revised estimate. He was at the same time requested to submit such proposals as might be feasible to effect savings on items not commenced, and to report whether certain alterations made at the request of the Right Reverend the Bishop would increase the cost of the building. The revised estimate was submitted only on 5th March, or more than six months after the date of the memorandum, and no reply has been given to paragraphs 2 and 3 of the memorandum.

* *Vide* also paragraph 1585.

5. In these circumstances, His Excellency in Council, before submitting the revised estimate for the orders of the Government of India, is constrained to call upon the Superintending Engineer, IV Circle, to show cause why he should not be held personally responsible for the excess expenditure which has been incurred.

6. In the face of the remarks recorded by the Government of India, in their letter, No. 693 M.W., dated 4th July 1884, this Government are unable to recommend, for sanction, the supplemental estimate of Rs. 3,090. With respect to items not provided for in the original estimate, of Rs. 38,161, such as flooring, plastering, fences, &c., it is clear that the Government of India intend that the cost shall be met otherwise than from public funds.

7. The Superintending Engineer will reply to paragraph 5 of this order, and resubmit the revised estimate with the least possible delay.

(True Extract.)

(Signed) J. SHAW-STEWART, Colonel, R.E.,
Secretary to Govt., P.W.D.

READ—also the following papers:—

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Ootacamund, 16th April 1886, No. 109C/E.W.

As directed in paragraph 5 of G.O., No. 933 W., of 6th April 1886, I beg respectfully to show cause why I should not be held personally responsible for any excess that may have been incurred on the Wellington church.

2. That building was one of a special kind—architecturally and otherwise different from those the department has ordinarily to construct; but the estimate having been prepared in the Consulting Architect's office, there was no reason at first sight to suppose that, as regards quantities, it was not fairly accurate; and it was not until work had been going on for some months that doubts arose of its sufficiency to meet the cost of the building.

3. The fact that excesses were occurring which could not be met by savings on other items was first brought to my notice by the Executive Engineer, Nilgiris, in his letter, No. 1258, of 1st August 1885. In my reply, No. 485, of 4th idem,* I stated that I could sanction no excesses on the Wellington church, and therefore considered that the only safe course was to stop further progress, pending the submission of a revised estimate, which should be expedited as much as possible.

* Copy herewith.

4. In his letter, No. 1397, of 18th August, the Executive Engineer distinctly stated that "the total excess would be within 5 per cent.;" he never subsequently reported that the excess would exceed 5 per cent., and he never obtained sanction to any excess. I was perfectly astounded when I received the revised estimate, and found that the excess would be about 28 per cent.

5. Your memorandum, No. 535 E., of 28th August 1885, reached Coimbatore on 2nd September 1885, five days after I had quitted the Circle on privilege leave. The officer who acted for me failed to submit the revised estimate, or to reply to paragraphs 2 and 3 of your memorandum; but, nevertheless, on my return from leave at end of November, that memorandum was most unfortunately lost sight of.† In fact, it was not until the receipt of the Government order I am now replying to, that my attention was drawn to it, and I then perused it for the first time.

† Probably because it was *not* marked urgent.

6. According to paragraph 2306 of the Public Works Code, the Executive Engineer is held primarily responsible for affording information in cases of excess. He is bound to report to the Superintending Engineer the fact of the cost of a work being likely to be exceeded, and to *ask for orders*.

7. Your memorandum was communicated to the Executive Engineer immediately on its receipt, and he therein got the *orders* he wanted. He should have seen from that memorandum that he was not at liberty to exceed the sanctioned estimate even to the extent of 5 per cent.; and that the submission of a revised estimate, so arranged as to fall within the amount of the original sanction, was most urgent.

8. The information for framing that revised estimate must have been in the hands of the Executive Engineer, as the work had been more than six months in hand; he had received orders showing the urgent necessity for submitting it; and he was not left without reminders from my office and myself. If any help had been needed for hastening the submission of so urgent an estimate, it would have been supplied him at once; but no such help was ever applied for.

9. I am strongly of opinion that it was the duty of the Executive Engineer on receipt of your memorandum, No. 535 E., of 28th August, to stop all work pending sanction of the revised estimate. In fact, I do not see how else it was possible to comply with your wishes, and at least attempt to prevent excess. It is very doubtful if much of the excess could have been prevented even then; but, by complete stoppage and careful revision, something might have been done.

10. When I returned from leave at end of November, although, as stated above, your memorandum most unfortunately escaped my notice,‡ I was most anxious to prevent the possibility of an excess on the church; and did not fail to remind the Executive Engineer to submit the revised estimate without further delay. It was not, however, received until the middle of February.

‡ Probably because it was not marked urgent.

11. If it be asked why I did not stop the work in December, it must first be remembered that the time to effect any saving was past. The whole building except the turret had been carried up to full height, nearly all the roofing woodwork was up, and all the materials prepared. Besides this, I had no reason to anticipate any considerable excess; the Executive Engineer had asked for no orders, and had made no further report. Moreover, I had not seen your memorandum.

12. I find that the outlay on the church to end of March came up to the amount of the sanctioned estimate; and that liabilities have been incurred in excess of the original sanction. This was utterly beyond my power to prevent; it was done without my knowledge or sanction, and is in contravention of the well known code rule that no expenditure is to be incurred on any public building without adequate sanction. I relied on the Executive Engineer, as an officer of long service and great experience, taking precautions that at least the work should be brought to a standstill within the existing grant. The idea of his incurring liabilities without any sanction, I was utterly unprepared for.

13. I trust I have shown clearly that short of actually stopping the work, I did all in my power to prevent the very unsatisfactory state of things which has occurred, and which I greatly regret. That stoppage I advised when writing to the Executive Engineer on 4th August, and would certainly have ordered on my return from leave if the Executive Engineer had reported the probability of a considerable excess, or if your memorandum had come to my notice.

14. My defence, then, is simply this. The Executive Engineer was an officer of long service and great experience, well acquainted with the rules of the code, while he had before him the special instructions conveyed in G.O., No. 1977 W., of 12th August 1884, my No. 485, of 4th August 1885, and your memorandum, No. 535 E., of 28th August 1885.

The orders forbade him to incur any excess over the sanctioned estimate, while the code forbade him to incur liabilities without due sanction.

I had no reason to expect that he would ignore rules and orders, and while pushing on the work, delay the submission of the revised estimate, so that it came too late to be of any use in stopping excess.

I do not doubt, however, that the Executive Engineer has what he considers a satisfactory explanation of all this; and I hope he may be able to satisfy you that he was justified in acting as he did.

15. I sincerely regret that the false position in which I am placed compels me thus, in self-defence, to report the apparent shortcomings of an excellent officer; but I see no alternative when I am called on to explain how I failed to check the irregularities that have occurred, and for which I feel that I am not personally responsible.

16. I beg most respectfully to state that I cannot see I am in any way to blame for what has happened. I failed in August last, when alone the mischief of an excess might * to some extent have been averted, to foresee and take precautions against an officer of the Executive Engineer's standing and experience acting in what appears to me the very extraordinary manner he has done; but I am confident that any other Superintending Engineer in the presidency would have done the same. As to an Executive Engineer incurring liabilities without an allotment, that is a contingency that no Superintending Engineer can possibly guard against. An Executive Engineer does it on his own responsibility and at his own risk.

* See paragraph 17.

17. The work of the church has been stopped, and I have called on the Executive Engineer for a statement of liabilities incurred. I have also furnished him with a copy of G.O., No. 933 W., of 6th instant, as there is much in it that he can explain much better than I could owing to his thorough knowledge of the work and its history. I shall also send him a copy of this letter in order that he may reply † to my remarks on his action in the matter.

† See reply herewith sent.

18. With regard to paragraphs 2 and 3 of your memorandum, No. 535 E., of 28th August 1885, which I regret should, under the circumstances above explained, not have been attended to sooner, I have to state—

(1) That some reduction of outlay might have been effected in August last by stopping the construction of the porch, organ-chamber, vestry, and robing rooms and the bell-turret; continuing only the construction of the four walls of the buillding and its roof.

(2) The proposed alterations, mentioned in paragraph 2 of the Executive Engineer's letter of the 18th August 1885 did not increase the cost of the building.

19. I would again specially point out, as I have already done in my letter of 5th ultimo, No. 71, that, in carrying out the work, the sanctioned plan and specification have been most closely adhered to, and no work done that was not absolutely necessary.

There has been no waste of public money in unsanctioned deviations; and the rates paid were those tendered by the contractor and accepted before the work began.

Moreover, if the probability of an excess had been discovered before the contract was entered into with Messrs. Groves and Company, the only suggestion I could have made to cheapen the work would have been the substitution of brick in chunam, plastered in cement wherever practicable, for cutstone; clumsy brick pillars for neatly-dressed stone ones, &c. Such alterations, however, must have seriously injure the appearance of the building, and I doubt if you could have recommended their adoption.

20. Having again gone carefully through the revised estimate with a view to its reduction, I have struck out Rs. 690 under "scaffolding," and Rs. 600 under "supervision and sundries." This latter change leaves only Rs. 100 to cover clearing and levelling the site and supervision and watching until the building is handed over to the Ecclesiastical establishment. The total cost will thus be reduced from Rs. 49,100 to Rs. 47,810; and the excess will now be Rs. 9,649, or a little over 25 per cent.

21. I have now only to remark on the passages in the letters of the Executive Engineer, Nílgiris, herewith sent, Nos. 155 and 156 of 15th instant, which I have underlined. That officer has expressed doubts as to his power, legally, to stop the contractor, except for bad work, delay, or refusing to conform to his instructions; but I have always been of opinion that the "conditions of a schedule contract" provided for this.

Paragraph 6 states "that the contractor is bound to adopt any alteration of the original design which the Executive Engineer may direct in writing." Such alteration may of course amount to a complete stoppage of all further operations.

The contractor would, of course, in such a case have to be paid up in full for all work and materials delivered; the guarantee fund would have to be made over to him; and it would, I suppose, be optional, with him to continue work after the stoppage or not. as he might find convenient.

Government would no doubt incur some loss, but that would be unavoidable.

22. I return herewith the revised estimate and plans, together with the letters of the Executive Engineer, Nílgiris, Nos. 155 and 156, of 15th instant.

ENCLOSURES.

No. 485 M.

MEMORANDUM.

The undersigned has the honor to state that, bearing in mind the strict orders regarding economy given in G.O., No. 1977 W., of 12th August 1884, and in the orders of the Government of India printed with it, the undersigned can sanction no excesses on the Wellington church; and therefore considers that the only safe course is to stop further progress pending the submission of a revised estimate, which should be expedited as much as possible.

COIMBATORE
4th August 1885.

(Signed) J. BEATTY, Colonel, R.E.,
Superintending Engineer, IV Circle.

From Major A. C. SMITH, R.E., Executive Engineer, Nilgiri division, to the Superintending Engineer, IV Circle, dated Ootacamund, 15th April 1886, No. 155.

With reference to your endorsement, No. 105 C/N.I., of 12th April 1886, on G.O., No. 933 W., of 6th April 1886, regarding the excess on Wellington church, I have the honor to make the following remarks according to your request.

1. In the first place I respectfully submit that it was no business of mine to scrutinise an estimate which was sent to me for execution duly sanctioned by Government, especially as this

estimate had been prepared by the Consulting Architect, an officer much more competent than I to deal with such complicated buildings as this church, and I should have considered it great presumption on my part not to have taken for granted the accuracy of an estimate put before me in this way; of course these remarks refer solely to the *quantities*. As to the rates, whether or no, those of the sanctioned estimate were correct, does not, I respectfully submit, seem to me to be the question. The rates at which the work was carried out were strictly in accordance with those tendered by the contractors and sanctioned by the Chief Engineer. Moreover, I have to point out that the excesses from higher rates are a mere* trifle as compared with those arising from erroneous calculations and measurements in the estimate.

* Only Rs. 550.

2. Thus assuming, as I believe I was perfectly justified in doing, that the estimate was correct, I quite saw my way to carrying out the work within the sanctioned amount. I may here remark before quitting this part of the subject that I was ordered to charge Rs. 400 against "contingencies," being the amount of an honorarium paid to one Mr. Rea for, as I imagined, checking the plan and scrutinising the estimate in Mr. Chisholm's office; this fact would have set my mind at rest supposing I had entertained the smallest doubt as to the accuracy of the estimate. Of course, I did not suppose there could be no *omissions*, for it is perfectly impossible to foresee everything in a work of this character, but I concluded that any small omissions could be met, as they were discovered, from contingencies.

3. As I had foreseen, omissions began to be discovered as the work progressed, and slight as they were yet by August I found they were likely to mount up, and so I addressed you in my No. 1258, dated 1st August 1885, reporting this fact; to this you replied in your memorandum, No. 485 N.I., dated 4th August 1885, suggesting that work should be stopped, to which I replied in my No. 1397, dated 18th August 1885, stating that the excess would be within 5 per cent. and that "I saw no reason why the work should be stopped."

4 The work was carried on accordingly, and in due course I received endorsement, No. 557 N.I., of 2nd September 1885, on the Chief Engineer's order, No. 535 E., dated 28th August 1885, simply ordering me to get a revised estimate in without delay. I must confess I was to blame for not drawing the particular attention of the then Acting Superintending Engineer to the peculiar circumstance of the case, but it must be remembered I still had no reason to doubt the actual accuracy of the estimate, and I still believed that, as already reported, all excesses would be within 5 per cent.; nothing had cropped up to cause me to alter my opinion. Had I *then* discovered as I afterwards did (as the revised estimate was in course of preparation) the very grave errors in the *quantities*, I might probably have recommended the stoppage of the work. But let me pause here to ask you to consider what our position really was at this date, viz., 10th September 1885. We had signed a contract by which, as far as I understand such bonds, the contractors were bound to complete their work by 31st March 1886, and *they could only be prevented from carrying on their work by the discovery of bad or faulty work on their part*; and unless Government were prepared to indemnify the contractors *(who could sue for the full amount of the estimate)* for all losses they would have incurred, they could not have stopped the work.

Again, by this time the outer walls were up and the arches were going on in the nave; nearly all the materials were ready; all the stores or nearly all had been received from England; the contractors had all the doors and windows and nearly all the roof timbers ready and nearly all the cutstone work; so had the work been now stopped what would have been the use or profit of it to Government. It would have been impossible then to have effected any saving on any item not yet commenced, as materials for all items were more or less ready.

5. Thus, then, even supposing I had discovered the egregious errors of measurement in the estimate, I think I would have been justified in exercising the discretion allowed to Executive Engineers in paragraph 301, Public Works Code, and in recommending that the work should be allowed to go on, for certainly the eventual loss to Government would have been greater had the work been stopped, and we should have had on our hands a lot of material utterly useless for any other purpose and an unfinished building in a very prominent position.

6. When, however, I began to revise the estimate so many alterations were found necessary that I deemed it better to revise the whole and remeasure everything from basement to roof and take out the quantities quite independently of the original estimate. Of course, all this took time and it was not till about middle of November 1885, as far as I can recollect, that I first had cause to see that there were very grave errors in the measurements, the principal one being *cutstone*, but the total of this even was not made out until the whole estimate was nearly complete, it was then found to stand at 1,210 cubic feet, valued at Rs. 6,655 instead of as estimated, viz., 783 cubic feet, valued at Rs. 3,915, thus showing an excess of Rs. 2,740 on this item alone.

The other items are all specified in the appendix, so I need not repeat them here; and I only mention this one to show how difficult it was to arrive at any conclusion and how impossible it was to discover the total excess until the whole thing had been carefully gone into from basement to roof, a matter of time.

7. About this time, too, I had occasion to fear further excesses from the amounts of the bills received for stores obtained through the Secretary of State, but the last of these (at least I suppose it is the last) only reached me on 29th March 1886, or one and-a-half months *after I had submitted the revised estimate* and the total excess caused by these bills was Rs. 2,300.

8. By the time the main errors were discovered it would have been simple madness to have stopped the work.

9. I much regret the delay in submitting the revised estimate; although an important work, I saw no reason for letting all other work go to the wall on this account, for the time was gone by (if it ever had arrived) for stopping work on the church; so there was no reason for haste on that score. Considering the complex nature of the work and that I had other estimates, going on, of which notably the Bakery was giving me some trouble, I do not think that five months, the time actually taken, was excessive. The measurements were most intricate and every care was taken that the revised estimate should include every possible item.

10. I also regret that in submitting the revised estimate paragraphs 2 and 3 of Chief Engineer's memorandum No. 535 were not replied to, as they escaped my memory; but as above pointed out, owing to the materials having been nearly all collected and the best part of the design having been completed, it would have been impossible to have effected any savings on items not yet commenced; and as regards the insertion of recesses and lowering the windows in the chancel, the excess caused by these was practically *nil*.

11. The only savings I could effect have been made, viz., substituting brick coping plastered with cement for the stone in sanctioned plan, and white cedar was used for the ceiling instead of teak; but this last had been decided on all along.

12. In Conclusion, I may repeat that, as stated in my No. 2819, of the 12th February 1886, nothing has been done on the work which was not strictly essential, and I think the work done is excellent and reflects great credit on the contractors, who all along have been most helpful to me.

I much regret that so pleasant a piece of work should have given rise to such unpleasantness, and I trust that I may be exonerated from blame as I acted throughout in what I imagined to be the best interests of the Government.

13. The statement of account to date will follow as soon as possible.

From Major A. C. SMITH, R.E., Executive Engineer, Nílgiri division, to the Superintending Engineer, IV Circle, dated Ootacamund, 15th April 1886, No. 156.

In reply to your No. A, of 14th instant, to the address of the Chief Engineer, which you have kindly sent to me for perusal and for any explanation I may have to offer, I have the honor to state that in my No. 155 of this day's date I have, I think, nearly exhausted the subject, and have fully explained why, after my first report on the excess, it was inexpedient to stop the work and impossible for me to report further until I had gone fully into the subject.

2. The discovery of the errors in the original estimate, in which I all along put the utmost confidence, was a great blow to me.

3. I confess I was not at liberty to exceed the sanctioned estimate by even only 5 per cent., but I respectfully submit, for your consideration, the fact that by the signing of the contract alone all *the liabilities were incurred*, and *not* by my carrying on the work. Directly the contract was signed *Government had no power to stop the work except at the risk of being sued for the total amount of the estimate as long as the work was satisfactory*. On the other hand, the contractors were bound by their contract to complete the work by the 31st March 1886 as per *specification and plan*; also, directly the contract was signed, Messrs. Groves and Company set to work and purchased all the necessary timber and cut this and the stone required to dimensions; in fact long before the walls were up, the necessary timber was all prepared; what profit would it have been under the above circumstances to have stopped work?

4. But as already pointed out in my No. 155 of this date, I did not anticipate any great excess until now, or very near the time when you yourself state no saving could have been effected; so it was impossible for me to report what I did not know, or even surmise; when the facts *were* known it was too late to stop the work even had it been expedient to do so on legal grounds.

5. I hope you will now see that I have not ignored rules and orders; by the signing of the contract I was rendered helpless and did what I imagined to be best under the circumstances in good faith all through.

6. I sincerely regret that you consider you have been placed in a false position by confiding more or less in me. I was as ignorant as yourself of any large excess until too late to do anything; and even by the time I had discovered the smaller omissions, work could not have been stopped, except at great loss as I have clearly shown in my No. 155 of this date.

7. In conclusion, I venture to hope that my action in this matter may not be deemed unsatisfactory, and that I shall continue to enjoy your confidence; and I regret exceedingly the annoyance you have been put to on this account. My consolation is that you consider the work done is good.

From Messrs. GROVES and COMPANY, to the Executive Engineer, Nilgiris, dated Coonoor, 13th April 1886.

We have the honor to acknowledge your office letter, No. —, instructing us to stop work at Wellington church. We beg to submit, for the consideration of Government, the following points:—

(1) That the whole of the material is on the ground or in our yard, the only exception being some sheet lead ordered by us specially for this work, which we are daily expecting to receive, and leaded lights for west window ordered from England.

(2) That there is only required on our part an expenditure of some Rs. 500 in labor to complete the whole of our contract. The roofing with white cedar and felt is finished with the exception of the aisles and the greater part of the nave, &c., is roofed with iron.

(3) That part of the roofing, viz., such as is not yet covered with iron, is in such a state that should rain come the cedar planking will be quite spoiled by the water leaking through the felt.

(4) Under these circumstances we consider that the stoppage of the work will entail great loss on both Government and ourselves. We shall be quite willing to wait for the payment of such additional expenditure on labor as we may incur after the present (which as above stated we estimate at Rs. 500) until a decision is come to by Government, but meantime we trust we may be allowed to continue the work.

No. 153.

Submitted to the Superintending Engineer, IV Circle, for orders with reference to his memorandum, No. 103 C/N.I., dated 11th April 1886, stopping the work. As all the ceiling will be spoilt if it rains, the contractors have been authorised to complete the iron roofing.

Ootacamund, 15th April 1886.

(Signed) A. C. SMITH, Major, R.E., Executive Engineer.

No. 110C/E.W.

Forwarded for the information of the Chief Engineer with reference to this office letter, No. 109C/E.W., of 16th instant.

Ootacamund, 17th April 1886.

(Signed) J. BEATTY, Colonel, R.E., Superintending Engineer, IV Circle.

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Naduvatam, 20th April 1886, No. 113. C/E.W.

With reference to my letter, No. 109 C/E.W., of 16th instant, I have the honor to forward, herewith, a statement showing the total value of work done and materials delivered at the Wellington church up to date.

2. From the remarks in red ink it will be seen that the statement is not thoroughly complete and reliable, but a revised statement will be sent as soon as possible.

3. The contractor has been directed to stop work, even if there should be some loss by doing so.

Order—dated 13th May 1886, No. 1219 W., Public Works.

With his letter, No. 71 E.W., dated 6th April 1886, the Superintending Engineer, IV Circle, submitted a revised estimate, amounting to Rs. 49,100, for constructing a Protestant church at the military station of Wellington, exhibiting an excess of Rs. 10,939 over the original estimate of Rs. 38,161 sanctioned in G.O., No. 1977 W., dated 12th August 1884; and in G.O., No. 933 W., dated 6th April 1886, after briefly reciting the history of the project, and the stringent orders of the Government of India relative to the exercise of economy in its execution, the Government called upon the Superintending Engineer to show cause why he should not be held personally responsible for the excess expenditure.

2. In reply, Colonel Beatty, in his letter of 16th April 1886, represents that the excesses were due to causes beyond his control, and that there was no reason at first sight to suppose that the original estimate, which was prepared in the office of the Consulting Architect, was not fairly accurate as to quantities. The fact that excesses were occurring was first brought to his notice in the Executive Engineer's letter of 1st August 1885; and on the Superintending Engineer advising stoppage of the work, the Executive Engineer, in his letter of 18th August 1885, stated that the total excess would be within 5 per cent. of the estimate, and that there was therefore no reason to stop progress.

3. In his letter, No. 346 E.W., dated 22nd August 1885, the Superintending Engineer reported that the estimate would probably be exceeded; and in Public Works Department memorandum, No. 535 E., dated 28th idem, he was directed to submit a revised estimate with the least possible delay. Colonel Beatty states that that memorandum reached his headquarters after he had proceeded on privilege leave, and that on his return at the end of November 1885, although a revised estimate had not been submitted, the memorandum was lost sight of, his attention having been drawn to it only on receipt of G.O., No. 933 W., dated 6th April 1886.

4. The Superintending Engineer states that, after 18th August 1885, the Executive Engineer made no further report that the excess was likely to exceed 5 per cent.; that he relied on the Executive Engineer, as an officer of long service and great experience, to take precautions that the work should be brought to a standstill within the existing grant; and that he was utterly unprepared for liabilities being incurred without sanction.

5. The Executive Engineer reports that it was impossible for him to discover the grave omissions and errors of calculation in the original estimate until the work was far advanced, and until, in fact, the estimate was in course of careful revision; and that by the time the main errors had been discovered, it was too late to stop the work except at great loss to Government.

6. The work has now been stopped at a period when, as stated by the contractors, all materials required to finish it are ready, and an expenditure of only Rs. 500 in labor is needed to complete the contract.

7. After again scrutinising the revised estimate, the Superintending Engineer has reduced the total amount to Rs. 47,810, which gives an excess of Rs. 9,649 over the original estimate.

8. On reviewing this most unsatisfactory case, the Government are of opinion that the information now submitted points to Lieutenant-Colonel Morant, R.E., by whom, as Officiating Consulting Architect, the original estimate was prepared, as being responsible for the serious omissions and errors therein which have now come to light. Lieutenant-Colonel Morant is now absent from India on privilege leave; and, on his return, he will be called upon to explain the extremely unsatisfactory manner in which the original estimate was prepared.

9. With respect to other points—

(1) It seems unaccountable how the Executive Engineer could, at so late a date as 18th August 1885, have asserted confidently that the total excess would be within 5 per cent. on the estimate.

(2) The great delay in submitting the revised estimate, which was called for "*with the least possible delay*" in August 1885, and received in March 1886, is extremely unsatisfactory. In this connection, the Superintending Engineer will report the tenor and dates of the reminders alluded to in paragraph 8 of his letter, No. 109 C/E.W., dated 16th April 1886.

(3) The fact stated by the Superintending Engineer that, until April 1886, he had not seen the memorandum dated in August 1885, calling urgently for the submission of a revised estimate, seems unaccountable, and points to grave mismanagement in his office.

10. With these remarks, the revised estimate of Rs. 47,810 will be forwarded for the sanction of the Government of India.

11. The Superintending Engineer will meanwhile be authorised to complete such work as he may consider necessary to protect the Government from loss.

(Here enter No. 1220 W., dated 13th May 1886.)

(True Extract.)

(Signed) J. SHAW-STEWART, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Superintending Engineer, IV Circle.
„ Consulting Architect to Government.
To Lieut.-Colonel J. L. L. Morant, R.E.
„ Examiner, Public Works Accounts.
„ Ecclesiastical Department.
„ Military „

Exd. E. Fernandez.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1886} Madras.

PUBLIC WORKS.

Dated May, 13*th*.

Recd. *Encl.*

G.O., 13th May 1886, No. 1219 W.

MAY.

Protestant Church at Wellington

Orders on revised estimate submitted for the construction of the — showing a considerable excess over the original estimate.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

LETTER—from

COLONEL J. SHAW-STEWART, R.E.,

Secretary to the Government of Madras,

Public Works Department,

To

THE SECRETARY TO THE GOVERNMENT OF INDIA,

PUBLIC WORKS DEPARTMENT.

SIR,

With advertence to your letter, No. 673 M.W., dated 4th July 1884, I am directed to submit, for the sanction of the Government of India, a revised estimate, amounting to Rs. 47,810, for constructing from Provincial Funds a Protestant church at the military depôt of Wellington; and to state that His Excellency the Governor in Council greatly regrets that the estimate of Rs. 38,161, sanctioned in your letter above quoted, has been largely exceeded.

2. The Superintending Engineer reports that, although in accordance with the instructions of the Government of India the strictest economy has been observed in the execution of the work, the excesses have been unavoidable, owing to incorrect calculations in the original estimate of the amount of work to be done. No work not previously sanctioned has been carried out; for the sum of Rs. 47,810 represents the actual expenditure required to complete the various items included in the original estimate. The officer responsible for the unsatisfactory manner in which the original estimate was prepared is at present absent from India on privilege leave, but on his return he will be called upon to submit such explanation as he can offer.

3. A copy of the proceedings of this Government, No. 1219 W., dated 13th May 1886, which notices the extremely unsatisfactory nature of the history of this project, is forwarded for the information of the Government of India.

I have the honor to be,
Sir,
Your most obedient servant,

(Signed) J. SHAW-STEWART, Colonel, R.E.,
Secretary to Govt., P.W.D.

FORT ST. GEORGE,
13th May 1886.

Exd. E. Fernandez.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1886} Madras.

PUBLIC WORKS.

Dated May, 13*th*.

Recd. *Encl.*

G.O., 13th May 1886, No. 1220 W.

MAY.

Protestant Church at Wellington

Revised estimate of Rs. 47,810 for construction of the — forwarded with remarks for sanction of the Government of India.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

Read—the following papers:—

From W. LOGAN, Esq., Collector of Malabar, to the Secretary to Government, Public Works Department, dated Manantoddy, 17th November 1885, No. 5211:—

With reference to G.O., Public Works Department, dated 7th September 1885, No. 2093 W., I have the honor to submit, for the approval of Government and for publication in the *Fort St. George Gazette*, a draft notification under section 6 of Act X of 1870 for the acquisition of the land required for the quarters of the Public Works Department subordinates employed on the Wynaad road improvements.

2. The deputy collector, Wynaad, may be invested with the powers of a Collector for the proposed acquisition.

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Coimbatore, 15th December 1885, No. 493 E.W.

I have the honor to return the draft notification for the acquisition of the land required for the proposed quarters of Public Works subordinates employed on the Wynaad roads received with your endorsement, No. 1930 C. of 23rd ultimo, duly verified.

Order—dated 21st December 1885, No. 3078 W., Public Works.

Ordered that the notification be published in three successive issues of the *Fort St. George Gazette*.

D. C

2. The deputy collector, Wynaad, is authorised to take order for the acquisition of the land in accordance with the provisions of Act X of 1870.

(True Extract.)

(Signed) J. SHAW-STEWART, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Superintending Engineer, IV Circle.
„ Examiner, Public Works Accounts.
„ Revenue Department.

Exd. A. Aubert.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1885} Madras.

PUBLIC WORKS.

Dated December, 21st.

Recd. *Encl.*

G.O., 21st Dec. 1885, No. 3078 W.

DECEMBER.

Land

Orders for the acquisition of — required for the quarters of the Public Works subordinates employed on the Wynaad roads.

Put up for ch. 3896 and both on 22/5

No. 194 / E.M.

Superintending Engr.
Camp Pollachy. 4th June 1886.

From,

The Superintending Engineer,
Fourth Circle.

To,

The Chief Engineer,
P. W. Department.

thro'

The Examiner P. W. Accounts.

Sir,

With reference to G.O. No. 1000 W. of 16th April 1886, bearing Examiner's Endorsement No. 117 W. of 20th idem I have the honor to report as follows:-

Purchase of Mr. Brown's property for a telegraph Office at Vayitiri.

Item No. I. I beg to refer you to G.O. No. 3078 W. of 21st December 1885, and to state that the Collector of Malabar has been asked to report as to the steps taken in acquiring the land for quarters of the P. W. Subordinates employed on the Wynaad Roads; also that the Government Solicitor states that the suit against Mr. Brown can be instituted only after the acquisition of the property under the land acquisition act

the cause of excess will be explained in the Completion Report, which will shortly be submitted. The Executive Engineer's attention has been called to the matter.

Municipal limits.

Item No. 7. Revised estimate re-transmitted with the required information with this office No. 109 C/W. of 16th April 1886.

Construction of a protestant Church at Wellington. Vide G.O. No. 1219 W of 13th May 1886.

Item No. 8. The amount due has been recovered and credited in the accounts for March 1886.

Charges incurred on account of public cattle supplied.

The estimate has been again revised and resubmitted through the Commissary General on 30th May 86.

Constructing a Bakery at Wellington.

Chr 6196 and book 11/6.

I have the honor to be,
Sir,
Your most obt Svt.

H. Beatty - Colonel. R.E.
Superintending Engr. 4th Div.

H

P.W. 21 – 12. 85.

Endorsement No 83. S.E 4
dated 10th June 1886.

Forwarded to the Chief
Engineer P.W. Department.

Item No 8 was recovered in
March 1886.

J.G. Treasen

Dy. Examiner
for Examiner P.W. Accts
Madras.

11/30/6

E.P. 1076. 196.

No. 1668 W. d/30 June 1886

Recorded, with
reference to G.O. No.
1630 W. d/ 28th June 1886.
1630 W 28 June/86.

21/6/86 23.6.86

Ex. 11/6. 23.6.86. 25.6.86.

(9)

7 JUN 1886
ENCLOSURES
P.W. ACCOUNTS.

Tuchi 4503

From The Supg: Engineer
4th Circle.

To, The Chief Engineer
P.W. Department
thro' the Examiner of
P.W. accounts.

Dated 4th
Received 11 } June 1886.

No. 194
E W

Enclosure:—
No. 1668 W. d/ 30 June 1886

Provincial and Imperial
Statement of Objectionable
Items for January 1886.

Observations on the
objections raised in the—

Executive RR