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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

P.W.D. DEPARTMENT

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Dated 22.3.1887	198

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PUBLIC WORKS DEPARTMENT.

LETTER—to

THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA.

MY LORD,

In continuation of our despatch, in the Marine Department, No. 1, dated 23rd February 1887, we have the honor to forward a copy of our proceedings, No. 689 W., dated 5th March 1887, in which we have ruled that, although Mr. Thorowgood may have been originally entertained for the construction of the harbour only, he is practically the Engineer maintained by the Harbour Trust Board under section 21 for the purposes of the Madras Harbour Trust Act No. 2 of 1886, *i.e.*, for the regulation, conservancy and improvement (including repair and construction) of the harbour as it stood when the Act was passed.

We have the honor to be,

My Lord,

Your Lordship's most obedient, humble servants,

FORT ST. GEORGE,
22nd March 1887.

Exd. E. Fernandez.

GOVT. OF MADRAS.

PUBLIC WORKS DEPARTMENT.

LETTER to the Right Honorable the Secretary of State for India.

No. $\frac{5}{879\ W.}$ dated 22nd Mar. 1887.

Forwarding copy of proceedings ruling that Mr. F. N. Thorowgood, Superintendent, Madras Harbour Works, should superintend the regulation, conservancy and improvement as well as the repair and construction of the harbour.

8/9/3

Appendix to Despatch to the Secretary of State, No. 1, dated 23rd February 1887, Marine.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 24th January 1887, No. 586-M.

I have the honor to acknowledge the receipt of your letter of the 22nd January, No. 1970, in which you inform me that the Board have put in a new contractor to work at Pallâvaram quarry from February 1st, and in which you ask me, notwithstanding what I have already stated, to give every assistance in my power to the new contractor in view of preventing any possible delay to work.

2. I have, I think, most patiently and clearly explained it is impossible for me to carry out the orders already resolved on by the Board. I have most positively declined to be mixed up with a specification that is, in my opinion, insufficient and misleading, and which is most clearly drawn up in terms contrary to the resolution passed by the board when the specification was made. I have with good reason stated I could not alter the arrangement I had already made in an emergency, and informed you that I declined to carry out your order to stop the present contractor on January 31st.

3. For every one of these acts of mine I have given a good sound reason, and nothing but a wish to avoid running the risk of stoppage of trains or of complicated law suits has ruled my action. I have likewise shown that I have throughout acted within the scope of my powers.

4. My actions and reasons are, I regret to say, ignored and set aside. In spite of my protest you have brought me in my official capacity into the specification on which tenders are based, and recently an attempt has been made to put upon me the responsibility of asserting that the stone already quarried, which the Board resolved to take at present rates, was 20,000 tons precisely.

5. I regret to state after 10½ years' charge of these works under Government, I find it absolutely impossible to submit to this deliberate passing over of what small authority I may have, and even absolute disregard of my most reasonable request not to be mixed up in a specification which I could not support.

6. What is to be done after February 1st I am at a loss to conceive, as I cannot in any way interfere with an arrangement to which I am not a party, but against which I have persistently and consistently protested. The Harbour Trust Board have made this arrangement, and have not even instructed me yet what is to be done with stone now in the quarry!

7. I therefore see no other course open for me than to request that you will forward, without delay, through the Government of Madras for the Secretary of State, my resignation of this post. The Secretary of State alone is the one to dictate terms of the cancelment of my appointment, and reference to him must therefore be made, and I request that the various resolutions and letters referring to this matter may be forwarded to Government with your letter.

8. As I have no wish to do anything in a hurry and still less have any desire to obstruct work, I am ready to continue here till April 30th, which will give plenty of time for the appointment of a successor. I will venture to hope that my service of nearly eleven years may be favorably thought of, and that it may be clearly understood it is through no fault of mine that I resign. It is simply because I cannot, as the Superintendent of these works appointed with special powers, submit to such extraordinary treatment as I have received in this matter of the work at Pallávaram, where, as it seems to me, in spite of all warnings against litigation, against all showing up of difficulties unavoidable and of almost certain stoppage of work in the best season of the year, against my protests and appeals, the Board has been intent on rushing hurriedly into an act which I am confident will be most injurious to the works, and has persistently ignored and set aside my judgment, although I alone am the man who is responsible for the efficient carrying out of the whole of this large work.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 9th December 1886, No. 474-M.

I am much grieved to have to report the death yesterday, at Benares, of G. M. Kazim Ali Nakvy Sahib, the indefatigable contractor for quarrying stone at Pallávaram.

2. He had been ailing for some weeks and was recommended by the English medical officer who attended him to take rest and change of air. With my consent he travelled to Northern India, where he was attacked by paralysis, which proved fatal.

3. It is hard to realize what a loss the works have sustained in the death of this man, who was respected most thoroughly by all. His whole heart was in his work, which he has been carrying on for ten years, for the Madras Harbour.

4. I cannot say at present what arrangements can be made for working the quarry, but I have no doubt I shall be able to keep things going efficiently somehow or other. The late contractor's present contract commenced (in reply to calls for tenders by advertisement) on June 1st 1885, and was terminable at three months' notice.

5. During the ten years that I have been on these works, I have necessarily had much experience of native contractors, but I never met with one who threw his whole soul into the work in the zealous way in which the late much-lamented Kazim Ali Nakvy Sahib invariably did. At his own cost he constructed more than half a mile of railway, when working at the first contract for the original work. And at Pallávaram he spared no expense or trouble to have everything done efficiently. He provided police guards, a certificated apothecary, and hospital accommodation at his own cost, and was, in fact, a most valuable assistant as well as contractor. His untimely and sudden death is deplored by all, and I think it only my duty to report it officially to the Board.

6. He has been paid for work done up to October 31st, but not for quarrying subsequent to that date.

From the Honorable R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 18th December 1886, No. 1604.

I have the honor to forward herewith, for your information, copy of Resolution, No. 8, passed by the Harbour Trust Board at their meeting of 16th December, in reference to the death of Kasim Ali Sahib, and to request that you will be good enough to let me know, for the information of the Board, how you propose to carry on the work until a new contractor is appointed.

2. The Board also desire that you will forward, for their information, copy of the late contract, and particulars of terms you would propose for a new agreement.

3. As the last meeting of the Board before the Christmas vacation takes place on Tuesday next, the 21st instant, I shall feel obliged if you will furnish me with the desired information in time to place before them on that occasion.

Extract of Proceedings of the Harbour Trust Board, at a meeting held at the offices of the Board on Thursday, the 16th day of December 1886.

* * * * *

8. Read letter, No. 474 M., dated 9th December 1886, from the Superintendent, Madras Harbour Works, reporting the death, at Benares, of G. M. Kazim Ali Nakvy Sahib, contractor for quarrying stone at Pallávaram.

Recorded with regret. The Board are of opinion that new tenders *should be invited forthwith* for working the quarries at Pallávaram, and hope that Mr. Thorowgood will, in the meantime, be able to carry on the work without interruption.

* * * * *

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Secretary, Harbour Trust Board, dated Madras, 20th December 1886, No. 493-M.

In reply to your letter of the 18th instant, No. 1604, I have the honor to state, for the information of the Harbour Trust Board, that I propose to make the following arrangement for carrying on work at Pallávaram quarries.

2. There are now lying at the quarries about 20,000 tons of stone quarried by the late contractor, ready for loading into wagons, and it would be a most difficult matter to pass the work on at once to some one in no way connected with the deceased's estate. Kazim Ali Nakvy has left by will all his property to his widow, and his father begs me to allow him to carry on the work for six months. To this I consent on the understanding that the same subordinates are retained as have hitherto been employed. By this means all dispute as to payment for stone already quarried will be avoided, the rates per ton being, of course, as at present. If at the end of six months the Board wish me to call for fresh tenders, I can do so.

3. There is no formal agreement for this or any other contract on these works. I forward herewith a copy of the specification and the tender which I accepted by letter.

4. In case of a new contract being entered into, I would not alter the specification, further than to say that no railway extension will be authorised, the present sidings being deemed sufficient.

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FORM OF TENDER.

From G. M. KAZIM ALI NAKVY SAHIB, to the Superintendent, Madras Harbour Works, dated Madras, 26th March 1885.

With reference to your advertisement of , I beg to tender as below, having read your specification referred to in the advertisement.

I hand, herewith, the sum of Rs. 300 as requested. Should my tender be accepted, I hereby agree to hold myself responsible for the due performance thereof.

Tender.	RS.	A.	P.
A—For quarrying and loading into wagons rough rubble stone, per ton	0	9	9
B—For quarrying and loading into wagons clean chips of granite, per ton	0	11	8

Receipt to be signed on return of deposit-money.

I hereby acknowledge to have received back the sum of Rs. 300, being my deposit on tendering for Pallávaram stone.

Deposit returned, 5th August 1885. (Initialled) F. N. T.

MADRAS HARBOUR WORKS.

Specification for supply of Stone from Pallavaram.

1. The tenders to be in sealed envelopes addressed to the Superintendent, Madras Harbour Works, and labelled "Tender for Pallávaram stone," to be submitted by 12 noon, 26th March 1885.

2. *Work to be done.*—The stone is to be loaded into railway wagons at Pallávaram station, or at such sidings as the contractor may provide for himself with the approval of the Superintendent, Madras Harbour Works (hereafter called the Superintendent). Railway material for use on the sidings or extensions of sidings will be provided by the Superintendent at his discretion, but all labor of forming, ballasting and laying the line to be borne by the contractor.

3. *Disputes as to right of quarrying.*—All disputes as to the right of quarrying stone at Pallávaram and all disputes as to the right of using the existing sidings must be settled between the parties so disputing either by purchasing the necessary rights or by some other means. The Superintendent is unable to interfere in the matter of ownership of the present sidings, but will provide rails, &c., for other sidings which seem necessary.

4. *Working of trains.*—Trains of wagons will be brought to Pallávaram by the engines of the South Indian Railway, and these engines will do all that may reasonably be required in the way of shunting, making up trains, &c.

5. *Quality of stone.*—The stone is to be of two qualities, and tenders must be given for each quality—

(1) Rough rubble stone (A).
(2) Clean cut chips (B).

6. *Quantity.*—Roughly speaking the quantity required for the whole work will be 340,000 tons of rough rubble (A) and 320,000 tons of clean chips (B); but persons tendering are distinctly warned that the Superintendent does not bind himself to take the whole of this quantity, the contract being terminable as specified in clause 12.

7. *Conditions of rate tendered.*—The price per ton is to cover all expenses of obtaining the stone and placing it in the railway wagons, including cost of blasting materials, fuse, &c. The contractor will have to bear the cost of damage to wagons caused by his own people's rough usage, the Superintendent to be the judge of whether the damage is so caused or no. In the event of damage being considered as the fault of the contractor, the cost of repair may be deducted from the contractor's bill.

8. *Daily maximum quantity.*—The maximum quantity of stone that may be required in one day is 1,200 tons, but this must not be reckoned upon as an ordinary day's work, which will probably not exceed two-thirds of this amount.

9. *Cancelling of trains.*—Trains may be cancelled and work suspended at any time by the Superintendent, who will give as long notice as possible to the contractor of such proceeding being necessary. On the other hand, if, from any unavoidable cause, the contractor shall not be able to load wagons punctually, he must give notice by telegraph to the Superintendent of the cancelling of the train.

10. *Payment by weight.*—The stone will be paid for by weight, the wagons being weighed on arrival at the South Pier of the Harbour Works. The weight as recorded at the time to be taken as final.

11. *Payments and fines.*—Payments will be made to the contractor once a month, and from the bills prepared for payment deductions may be made by the Superintendent for fines on account of failure to perform the work properly, according to the following scale:—

(1) Detaining a train of wagons through insufficient number of coolies for loading, for every five minutes a fine of Rs. 10 will be imposed.
(2) For mixing the two different qualities of stone in the same wagon, for each wagon-load so treated Rs. 20 fine.
(3) For loading up stone condemned by the Superintendent or his representatives, for each occasion Rs. 20 fine.
(4) In the case of wagons insufficiently loaded, the contractor will be liable to a charge of one rupee per ton for every ton below 6 tons, the full load of a railway wagon.

12. Three months' notice will have to be given before this contract can be terminated, except in the event of gross neglect on the part of the contractor, in which case the Superintendent will have power to measure up the stone quarried and stop the contract at once.

13. The contractor may be called upon to deposit a sum not exceeding 4 per cent. on the value of 500,000 tons of stone at the lower rate tendered per ton, this deposit to be held by the Superintendent or other Government authority until all claims by the contractor are settled.

14. The Superintendent does not bind himself to accept the lowest or any tender.

(Signed) F. N. THOROWGOOD,
Superintendent.

MADRAS HARBOUR WORKS.

SPECIFICATION FOR SUPPLY OF STONE FROM PALLAVARAM.

1. The tenders to be in sealed envelopes addressed to the Chairman, Madras Harbour Trust Board, and labelled "Tender for Pallávaram stone" to be submitted by 12 noon 20th January 1887.

2. *Work to be done.*—The stone is to be loaded into railway wagons at Pallávaram station or at such sidings as the contractor may provide for himself with the approval of the Superintendent, Madras Harbour Works (hereafter called the Superintendent). Railway material for use on the sidings or extensions of sidings will be provided by the Superintendent at his discretion, but all labor of forming, ballasting, and laying the line to be borne by the contractor.

3. *Disputes as to right of quarrying.*—All disputes as to the right of quarrying stone at Pallávaram, and all disputes as to the right of using any portion of the existing sidings must be settled between the parties so disputing either by purchasing the necessary rights or by some other means. The Chairman will provide rails, &c., for other sidings which may seem necessary.

4. *Working of trains.*—Trains of wagons will be brought to Pallávaram by the engines of the South Indian Railway, and these engines will do all that may reasonably be required in the way of shunting, making up trains, &c.

5. *Quality of stone.*—The stone is to be of two qualities, and tenders must be given for each quality—

(1) Rough rubble stone (A).
(2) Clean cut chips (B).

6. *Quantity.*—Roughly speaking the quantity required for the whole work will be 120,000 tons of rough rubble (A), and 260,000 tons of clean chips (B); but persons tendering are distinctly warned that the Chairman does not bind himself to take the whole of this quantity, the contract being terminable as specified in clause 12.

7. *Conditions of rate tendered.*—The price per ton is to cover all expenses of obtaining the stone and placing it in the railway wagons including cost of blasting materials, fuse, &c. The contractor will have to bear the cost of damage to wagons caused by his own people's rough usage, the Chairman to be the judge of whether the damage is so caused or no. In the event of damage being considered as the fault of the contractor, the cost of repair may be deducted from the contractor's bill.

8. *Daily maximum quantity.*—The maximum quantity of stone that may be required in one day is 1,200 tons, but this must not be reckoned upon as an ordinary day's work, which will probably not exceed two-thirds of this amount.

9. *Cancelling of trains.*—Trains may be cancelled and work suspended at any time by the Superintendent, who will give as long notice as possible to the contractor of such proceeding being necessary. On the other hand, if, from any unavoidable cause, the contractor shall not be able to load wagons punctually, he must give notice by telegraph to the Superintendent of the cancelling of the train.

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10. *Payment by weight.*—The stone will be paid for by weight, the wagons being weighed on arrival at the South Pier of the Harbour Works. The weight as recorded at the time to be taken as final.

11. *Payments and fines.*—Payments will be made to the contractor once a month, and from the bills prepared for payment deductions may be made by the Superintendent for fines on account of failure to perform the work properly according to the following scale:—

(1) Detaining a train of wagons through insufficient number of coolies for loading for every five minutes a fine of Rs. 10 will be imposed.
(2) For mixing the two different qualities of stone in the same wagon for each wagon-load so treated Rs. 20 fine.
(3) For loading up stone condemned by the Superintendent or his representatives for each occasion Rs. 20 fine.
(4) In the case of wagons insufficiently loaded, the contractor will be liable to a charge of 1 rupee per ton for every ton below 6 tons, the full load of a railway wagon.

12. One month's notice will have to be given before this contract can be terminated, except in the event of gross neglect on the part of the contractor, in which case the Chairman will have power to measure up the stone qua ied and stop the contract at once.

13. The contractor will be called upon to sign an agreement and to deposit with the Chairman, Harbour Trust Board, the sum of Rs. 10,000 as a guarantee for the due fulfilment of the contract.

14. The Chairman does not bind himself to accept the lowest or any tender.

(Signed) R. W. BARLOW,
Chairman, Harbour Trust Board.

MADRAS,
14th January 1887.

From C. PINSENT, Esq., Secretary, Harbour Trust Board, to the Superintendent, Madras Harbour Works, dated Madras, 22nd December 1886, No. 1662.

In forwarding the enclosed copy of Resolution of the Harbour Trust Board, in reference to the contract for the supply of stone from the Pallávaram quarries, I am directed by the Chairman to inform you, in view of the Board's rejection of the proposal made by you to allow the father of the late contractor to carry on the work for another six months, that as the next meeting of the Board will not be until Thursday 6th January 1887, you had better arrange to continue the contract until the 31st January next only.

2. This will allow of the Board taking into consideration prior to that date the terms of any new contract they may decide to give out, and is not likely to interfere with your work for want of a successor promptly available, as the Chairman has already had several applications for the work, and you no doubt have received more.

3. Please inform me what deposit the late contractor made for the due fulfilment of his engagements.

Extract of Proceedings of the Harbour Trust Board at a Meeting held at the offices of the Board on Tuesday the 21st day of December 1886.

* * * *

9. Read letter, No. 493-M., dated 20th December 1886, from the Superintendent, Madras Harbour Works, giving particulars of the arrangements he proposes to make to carry on the work at the Pallávaram quarries, consequent upon the death of the contractor Kazim Ali Sahib, and suggesting that it might advantageously be left in the hands of the deceased's father for six months; and stating also that there are now lying at the quarries about 20,000 tons of stone quarried by the late contractor.

Read also copy of form of tender last used and specification for the supply of stone from Pallávaram quarries for the use of the Madras Harbour Works.

The Board adhere to their former resolution, that tenders be invited as soon as possible, but are quite willing to accept the stone already quarried at the rates paid to the late contractor.

* * * *

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Secretary, Harbour Trust Board, dated Madras, 24th December 1886, No. 508-M.

In reply to your letter of the 23rd December, No. 1662, I have the honor to state that I cannot close the work at Pallávaram by 31st January 1887, as the stone on the ground belonging to the late contractor cannot be cleared by that time, no diminution in the rate of quarrying having yet been ordered.

2. It is much to be regretted if the Board insist on my making a change of arrangements by 31st January, as work will unavoidably be stopped at the very best season (February) in the whole year.

3. Tenders, of course, may be called for as soon as possible; but the work at Pallávaram is a great deal too complicated to allow of its being stopped or given to entirely new hands at a few weeks' notice, and whatever time be fixed as the date for receiving tenders, it is most essential, in the interest of the work, that no hitch should occur in February and March or even April.

4. It was on this ground that I fixed a date 6 months hence, never for a moment thinking that the Board would disapprove of my action. It was imperative that some one should be responsible as contractor *at once*, or work would come to a standstill; and I reckoned on the stormy month of May as being a good time to clear up all traces of the present contract, if necessary. I have made the best arrangement I could, and must ask for a direct and definite order from the Board before I can cancel what I have, with much deliberation, done in what experience leads me to believe the best interest of the work.

5. The late contractor had deposited no money on the contract.

6. For the information of the Board, I append the list of tenders received for this work in 1885; and I may remark that my experience of the work at Pallávaram and on other quarries of a similar nature, where large quantities of earth have to be removed to get at the rock, shows me that any rate under about 7¼ annas is a dangerous one to accept. I might quote several instances of this in the previous history of these works, showing the unfortunate results attending, accepting blindly the lowest tender.

Madras Harbour Works.

List of Tenders for supplying stone from Pallávaram, noon 26th March 1885.

Names.	Price or Rate.		Remarks.
	Rs. A. P.		
(1) Frederic Lee	0 10 0	Quality A	Too high.
	0 14 0	" B	
(2) Milbourne Ross ..	0 8 0	" A	Do.
	0 13 8	" B	
(3) G. Sooboroya Mudally and Co.	1 1 6	" A	Do.
	0 12 0	" B	
(4) C. Niymuddin	1 0 0	" A	Do.
	0 6 0	" B	
(5) Subray Shaty and Co...	0 6 9	" A	Too low to be possible of execution.
	0 11 0	" B	
(6) D. Meppen and Co. ..	0 13 0	" A	
	0 11 6	" B	
(7) T. Venoogopal Naidu ..	0 13 8	" A ..	Too high.
	0 7 0	" B ..	Too low to be practicable.
(8) James Soomiah and Co.	0 9 0	" A ..	
	0 9 9	" B ..	
(9) G. M. Kazim Ali Nukvy	0 11 8	" A	
		" B	

Three selected tenders.

				Rs.
(6) Meppen and Co., value of work to be done	..	..	..	4,93,750
(2) M. Ross do. do.	..	..	..	4,50,000
(9) Kazim Ali do. do.	..	..	..	4,40,522, lowest
Kazim Ali therefore accepted.				

24*th December* 1886. (Signed) F. N. THOROWGOOD,
Supt., Madras Harbour Works.

From the Hon'ble R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 8th January 1887, No. 1752.

I have the honor to acknowledge receipt of your letter, No. 508 M., dated 24th December 1886, in reference to the quarrying of stone for the Madras Harbour Works at Pallávaram.

2. This letter has been circulated to the Trustees and together with the list of tenders received in 1885 was under discussion at their meeting last evening, when, in reference to paragraph 4 in which you ask for a direct and definite order from the Board before cancelling the temporary

arrangements made for the continuation of the work at Pallávaram, a resolution was passed calling for tenders on the 20th instant, the supply to commence under the new contract on the 1st February 1887.

3. My individual opinion, as expressed to the Board as you will observe from the resolution when communicated to you, is that the time is far too short; I suggested the 1st June next in accordance with your views, and I may add that the resolution has not as yet been confirmed.

4. In the mean time, as time is so short, I forward, for your information, copy of a letter received yesterday from Hajee Muhammad Abdulla Badsha Sahib, who claims to be a partner of the late Kazim Ali, together with copy of the agreement between them referred to therein, and would ask you kindly to give me information on the following points:—

(*a*) Have the late contractor's representatives any right to regard the sidings as their property? I understand that such have been laid down simply to facilitate the work, and that material for this construction has been supplied by you, are they not therefore Harbour Works property and available for use either by a new contractor or departmentally?
(*b*) Upon what terms do Government permit the quarrying of stone at Pallávaram?
(*c*) What rate per ton do you pay the South Indian Railway?
(*d*) What quantity of stone do you estimate to be still required?

From H. M. ABDULLA BADSHA SAHIB, to the Chairman, Harbour Trust Board, dated Madras, 7th January 1887.

With reference to the recent death of my partner, the late contractor G. M. Kazim Ali Sahib, I have the honor to inform you, as you may not be aware of the fact, that until his death we worked the contract for Harbour Works stones together, but being given to understand that as the contract was in his own name only, his death fully cancelled it, and that the Harbour Trust Board has resolved to call for new tenders, I awaited for the notice, but the relatives of the deceased contractor informed me that they have been authorised to continue the work all by themselves for a period of six months in the name of G. M. Yahya Nakvy Sahib, the poor aged father of the late contractor, who had nothing whatever to do with our business. If the contract is at all to be given to anybody, I think it ought to be given to me, as I am the only partner, and have not only a considerable sum of money outstanding for the contract, but also possess special facilities to work the whole business myself, and request therefore that it may be given to me at the same rate as before; but should you decline to grant my request I am still willing to tender, as I have money outstanding.

I enclose herein, for your kind perusal and return (when no longer required), a memorandum of agreement executed on stamp between myself and my late partner and in his own handwriting, giving me half of his contract; also an original specification signed by the late contractor on which we have together conducted all business. The commission alluded to in the above document is intended to cover all cost for the construction and extension of the siding and various other contingent expenses.

In conclusion, I trust that you will be pleased, in consideration of the peculiar hardship of my case, to grant my request, as delay will entail a heavy pecuniary loss on me.

Memorandum of Agreement.

An agreement between H. M. A. Badsha Sahib of Madras on the one part and G. M. Kazim Ali Nakvy Sahib of Madras hereafter called contractors on the other part. The contractor agrees to give H. M. A. Badsha Sahib in the contract one-fourth share of the stone-supply in quarrying stones for Harbour Works, Madras, which he has taken in his own name. H. M. A. Badsha Sahib has to undertake the responsibility of quarrying and supplying that share of the aggregate quantity of stones which the contractor is requested to supply to the Habour Works and on the same terms and conditions of which the form is herewith signed and attached. H. M. A. Badsha Sahib agrees to employ his own men who belonging already to G. M. Kazim Ali or contractor and also H. M. A. Badsha Sahib will not pay more rates than that is given by the contractor to his men unless agreed by both. Contractor agrees to let H. M. A. Badsha Sahib use his railway sidings on which contractor carries on his business. Contractor agrees to pay the same rates as he himself is paid by the Harbour Works that (nine annas nine pies for rubble stones) and (eleven annas eight pies for chips or blasted stones.)

H. M Abdulla Badsha Sahib agrees to pay (a commission of fifteen rupees per cent.) on the amount of the bill he will represent monthly to the contractor which commission the contractor will deduct from the bill and pay the remainder to H. M. A. Badsha Sahib. If the contractor were to lose his contract by exposure of these arrangements which should be kept secret between the contractor and H. M. A. Badsha Sahib then the said H. M. A. Badsha Sahib agrees to pay

a penalty of Rupees fifteen thousand to the contractor, any notice which will be given from time to time by the Harbour Works to the contractor or his agent, the same shall be informed to H. M. A. Badsha Sahib or his agent in writing, which should be attended and carried duly.

If H. M. A. Badsha Sahib wants to do more work than the quarter work up to half of total work, he is at liberty to do so, but he should pay a commission of thirty per cent. instead of fifteen per cent. in the work he does in this quarter. This agreement will hold good until contractor has this contract. This is the twentieth day of April 1885.

(Signed) G. M. KAZIM ALI NAKVY SAHIB.
(„) H. M. A. BADSHA SAHIB.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 10th January 1887, No. 441-M.

I have the honor to acknowledge the receipt of your letter of the 8th January 1887, No. 1752, with accompaniments.

2. I have already stated I consider it impossible to close Pallávaram quarry by 31st January without most serious complications and delay to work, so if the definite order of the Board i.. really to over-rule my judgment in the matter, I regret that I must distinctly have it understood that I look to the Board to make the necessary arrangements for carrying out this proposal. The terms of my appointment by the Secretary of State for India in 1876 (which have never been cancelled) render it impossible for me to comply with the order to close work on 31st January without the approval of the Engineer-in-Chief, as such an act will, in my opinion, be seriously against the progress of the work.

3. I know nothing of the partnership of Hajee Muhammad Abdulla with the late Kazim Ali Nakvy. The latter was the contractor and none other with him, so far as I am concerned. He tendered in his own single name, and his tender was accepted by me.

4. In reply to your questions—

(*a*) In 1879-80, when the original works were in progress, Kazim Ali Nakvy made about three-fourths mile of the present line into the quarry, with the catch siding. This was at his own cost and responsibility; he paid for the rails, sleepers, &c., &c., and the line was his property. On this account I inserted clause 3 in the specification of March 1885, as I foresaw a chance of complications. Since June 1885 the contractor has formed the railway, but I have supplied the permanent way. And since September 1886 I have been obliged to keep a staff of plate-layers under a skilled Permanent Way Inspector to keep the line in proper order, as the traffic is very heavy indeed. All extensions made since June 1885 are wholly the Harbour Works property.

(*b*) Government granted me permission, through the Collector of Chingleput, to quarry for Harbour Works purposes in 1877-78 I think. I am not sure whether the late contractor had to pay a nominal fee or not, but there has never been any dispute or question as to the right of quarrying since we first began in 1877. There is a portion of Pallávaram Hills that is not Government property. I do not know how Kazim Ali Nakvy managed to quarry there as he did.

(*c*) The South Indian Railway rate is one anna per ton per mile for haulage, the distance is reckoned as 17 miles.

(*d*) For the Harbour Works proper there will be about 120,000 tons of ordinary rubble and 260,000 tons of chips required. But for protective works along the beach, perhaps an additional 10,000 tons or more may be wanted.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 12th January 1887, No. 549-M.

With reference to what has already passed regarding the work of quarrying stone at Pallávaram as I understand the position of affairs, it is this, namely, that the Harbour Trust Board, as a body, disapprove of what I, in an emergency, did in December last; when with the sole object of preventing any delay in stone-supply during the best months of the year, I, after much deliberation, allowed the father of the late contractor to carry on the work at the rates then existing for a period of (abont) six months. And, further, that the Board desire to put aside this arrangement, and wish the present contract to terminate on 31st January, the quarry being, at that date, for a certainty, quite full of stone ready for loading into wagons and quarried with my authority. I have already said that I cannot agree to this arrangement.

2. But lest this position which I take, with no thought of disrespect to the Harbour Trust Board, should appear unwarranted, I must ask you to bear with me while I represent the case.

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3. In the first place, with reference to my act in allowing the father of the late contractor to carry on for a time this contract, my reasons for so doing are these: I was aware that the name of so-called contractors who were in some wonderful manner mixed up in this contract was "legion" and the problem before me was to make arrangements for carrying on work without, if possible, cancelling one day's trains. At the same time, I felt sure from previous experience in another contract for stone for these works that if I ordered any outsider to go on with the work even temporarily, legal complications would ensue as to the right of touching the stone already quarried. By transferring the work temporarily to the late contractor's father, I believed that all would work smoothly, and now one month has passed with no interruption to work.

4. Secondly, I must point out that if the work at Pallávaram is stopped during the next three months, the effect will be most serious to the interest of the Harbour, and it will be no compensation whatever to me as an independent engineer belonging to no service, and hoping for no pension, to be able to lay the blame of delay on the Harbour Trust Board. I shall be the person on whom blame for delay in the smooth months will fall, and my reputation, not that of the Board, will be the sufferer. It may be urged that there will be no delay that on 1st February stone trains will run precisely as now; no dispute will arise as to ownership of stone or of blasting materials in the magazine. I cannot believe that this will be possible; but if it is, my objections on the score of delay fall to the ground. However, as Superintendent of the works, I say the risk of a stoppage at so short a notice is too great to be run.

5. Thirdly, with reference to my objection to being over-ruled in this particular matter, I venture to urge that I have in no way exceeded my power in making the arrangement which I have made. I was placed in a very difficult position where something had to be *done*, and that at once. Unfortunately, when this question first began to be discussed, there came the two weeks holiday for Christmas, during which time I had, of course, to carry on work as usual, but could get no precise order from the Board as to what was to be done. But after ten years of work in my present post under Government, with I am led to believe satisfaction to those over me, I did not realise that my power as Superintendent was so nipped that it would come to cancelling a most important arrangement made by me in writing. I regret to state that I shall find myself unable to write and withdraw my previous letter, and if this is to be withdrawn, I must beg that the Harbour Trust Board will relieve me from performing this most humiliating task.

6. But it has lately occurred to me that perhaps either I do not understand my position under the Board, or the Board is mistaken as to its authority over me.

7. In this matter I confess I have been entirely led by the despatch from the Secretary of State, published with G.O., No. 3099 W., of 23rd November 1886, in which it is stated that I am in future to be dealt with directly by the Port (*sic*) Trust Board, subject to the terms of my engagement.

8. The terms of my engagement bearing upon the question are briefly these—

"It is hoped that the engagement will continue for the whole duration of the works, but if any unforeseen circumstances should render it desirable to terminate it at an earlier date, the Secretary of State shall decide upon the terms of its cancelment.

"In all matters of engineering, you will be responsible to Mr. Parkes as Engineer-in-Chief, but your own powers and responsibilities will of necessity be large and *in cases of emergency unlimited in all local matters*" (G.O., No. 2211 W., 21st August 1886).

Italics are mine.

9. With all respect, I submit that as the stone-supply from Pallávaram, which has taken me much patient labor to bring to its present regularity and punctuality, is of such vital importance just now, any chance of a check upon it becomes an engineering question, and further that I have acted precisely in accordance with my powers in, on an emergency doing as I have done.

10. I beg that you will forward this letter to the Government of Madras, and I will forward a copy through the Engineer-in-Chief to the India Office.

From the Hon'ble R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 12th January 1887, No. 1795.

I have the honor to acknowledge receipt of your letter, dated 10th instant, No. 441-M., in reference to the supply of stone to the Madras Harbour Works from Pallávaram.

2. This question has been exhaustively discussed by the Trustees at their regular meeting held on Friday 7th instant, and at the special meeting held last evening, during the first part of which you were present.

3. The majority of Trustees do not share your apprehension that delay will be caused to your work by calling for fresh tenders, and confirmed their Resolution No. 3 of 7th instant, copy of which I now forward for your information.

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EXTRACT of Proceedings of the Harbour Trust Board, at a Meeting held at the Offices of the Board on Friday, the 7th day of January 1887.

3. Read letter, from the Superintendent, Madras Harbour Works, No. 508-M., dated 24th December 1886, in reference to the contract for quarrying stone for the Madras Harbour Works at Pallávaram.

Read letter, No. 1662, dated 22nd December 1886, from the Secretary, Harbour Trust Board, to the Superintendent, Madras Harbour Works, referred to therein, and examined list of tenders for the work, received by the Superintendent, Madras Harbour Works, in 1885.

Read also minutes on the subject by Captain Baddeley, R.E., Mr. George King, Mr. H. R. Dawson, Captain Taylor, Mr. R. G. Orr, Mr. W. J. Eales and the Chairman.

Read also letter from Hajee Muhammad Abdulla Badsha Sahib, dated Madras, 7th January 1887, requesting that the contract might be given to him at the old rates, or that he may be allowed to tender, and submitting memorandum of agreement entered into between him and G. M. Kazim Ali Nakvy Sahib, the late contractor, granting him half the contract at reduced rates, examined also copy of specification enclosed for the supply of stone from Pallávaram, dated 20th April 1885, signed by the late Kazim Ali Sahib.

The Chairman remarked that while adhering to the opinion expressed in the Board's recent resolutions, that tenders should be invited, he considered, agreeing with Mr. Dawson's minute, that more time should be allowed as requested by the Superintendent, say till 1st June next.

Resolved that the Chairman be invited to advertise forthwith for tenders for the supply of stone from Pallávaram quarries for the use of the Madras Harbour Works, the tenders to be opened on the 20th instant, and the supply to commence on the 1st February next. That the old form of specification be adopted with the following alterations. In paragraph 12, for "three months" read one month; and for paragraph 13 substitute "The contractor shall deposit a sum of Rs. (10,000) ten thousand to be held by the Chairman as a guarantee for the due fulfilment of the contract."

In paragraph 14 and elsewhere substitute "The Board" for the Superintendent.

Resolved further that the Superintendent be requested to kindly offer suggestions with regard to any further alterations in the old specification, especially with reference to paragraph 5.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, Madras, dated Madras, 14th January 1887, No. 552-M.

I have the honor to acknowledge the receipt of your letter of 12th January, No. 1795, forwarding copy of the Board's Resolution, dated 7th January 1887, the proceedings on which are now confirmed. I also note that the Harbour Trust Board have kindly permitted me to offer any suggestions with regard to the specification on which they propose calling for tenders. I also note that in every case where the word "Superintendent" occurs, the word "Board" is to be substituted.

2. I am extremely sorry to state that, as I consider the Harbour Trust Board were not authorised in utterly ignoring the temporary arrangement I had made for carrying on work after the contractor's death, and substituting a different arrangement of their own, which, I fear, will be most disadvantageous to the works in progress, I must decline in any way to be mixed up with the present arrangement or the proposed specification. Indeed, so far as the latter is concerned, I appear shrudy to be excluded from any part in the matter.

3. My reasons for making this statement, a statement most disagreeable to me, are that I most distinctly read the terms of my agreement as giving me, in such a case as the present, complete power and authority to act as I have done. In order that there may be no doubt about this, it will be remembered that in the Secretary of State's Despatch of 14th October 1886 (G.O., No. 3059-W., dated 23rd November 1886), I was specially mentioned by name and the power given me at my appointment was most clearly renewed, not abolished.

4. Of course I am under the Board's control in all ordinary matters, but this I consider occasion was an emergency in which, I submit, the Board knowing the position I held with reference to the Secretary of State, should have supported that position. They have, however, repudiated my arrangement without even deigning to give me a reason for so doing.

5. There is one point I must draw attention to, however, and that is the possible advantage to the works to be gained by adopting the course determined upon by the Board. I will suppose that by some arrangement, of which I am not cognisant, the 20 or 30,000 tons of stone, now lying at the quarry to be taken at the present contract price, are measured up or loaded into wagons, and the quarry cleared for a fresh start by 1st February. There will then follow February, March and April at the new contract prices. These, presumably, would be lower than the present ones, because a new-comer would have a railway with trained pointsmen ready-made to his hand. I calculate on the month of May as being an uncertain or "off" month always, and on that account take no note of it.

6. The advantage then to the works of the Board's arrangement is just the amount saved in February, March and April on a new contract rate over the rate that would have been paid had my plan been approved of.

7. It now rests with the Harbour Trust Board to make arrangements for stopping the present temporary contractor, and on 1st February to advise me of the instalment of a new one.

From the Hon. R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 12th January 1887, No. 1799.

Adverting again to your letter, No. 441-M., of 10th instant, I am desired by the Trustees to request that you will kindly explain further the last portion of your paragraph 2, as your meaning is not understood. There was no intention on the part of the Board to issue any order to "close work on 31st January;" on the contrary the Trustees are most anxious that there should be no interruption whatever.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, Madras, dated Madras, 14th January 1887, No. 550-M.

In reply to your letter of the 12th instant, No. 1799, I have the honor to explain that when I used the expression "close the work (*i.e.*, at Pallávaram) on 31st January 1887," in my letter of the 10th instant, No. 441-M., I meant—

1st.—That the present temporary arrangement made by me to carry on work till the 1 of May under my direct control will cease, and in that sense the work (as now going on) will be closed.

2nd.—That as I cannot conceive of any way of carrying out the Board's resolution to accept all the stone already quarried at the present prices for each sort of stone (Proceedings of 21st December 1886), without most carefully measuring up all such stone and classifying it, before another contract at different rates is entered into, and as such measuring up will of necessity take a long time during which no quarrying must go on and no stone must be removed, I am forced to the conclusion that work must close altogether for a time.

From F. H. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 15th January 1887, No. 555-M.

I have the honor to submit some further remarks concerning the action of the Harbour Trust Board in connection with the work at Pallávaram quarry. Before, however, going into the points to which I wish to draw attention, I must be sure that I understand the Board's method of procedure, and I therefore beg you will be so good as to inform me (in replying to this) whether I am right in thinking as I do.

2. I have hitherto believed that, when the Harbour Trust Board pass a "Resolution" which is recorded, this takes the form in an humble way of a Government order and remains in force unless cancelled by a subsequent order. If, then, I find that the Board, having passed certain resolutions which are communicated to me, act at variance with those resolutions, almost immediately after they are passed, I am forced to believe that some recent resolution has been passed and has not been communicated to me, thereby leaving me not only in ignorance of what the Board are doing, but actually leading me to believe one thing while the contrary is the fact. These remarks apply to the present state of affairs in connection with the Pallávaram contract as I shall now proceed to show.

3. I received on the 13th January (an unavoidable holiday unfortunately) your letter No. 1795 of 12th January, asking me to favour the Board with some remarks on the proposed specification for the work at Pallávaram, and stating that my specification of 1885 would be adopted with some exceptions, one exception being that the word Board be substituted in paragraph 14 and *elsewhere* (*i.e.* throughout) for the word Superintendent. This is recorded as a resolution of the Board. For reasons already stated, I declined to make any suggestions in the specification, and I also have asked that I may not be mixed up in the matter at all. This information was forwarded to you in my letter, No. 552-M., of 14th January. I observe, however, that previous to the despatch of this letter an advertisement had appeared calling for tenders on a certain specification to be seen at your office, which seems to point out that the asking for my suggestions or remarks was a not particularly complimentary matter of form, the specification being already prepared before you received my reply.

4. Yesterday with your letter, No. 1809 of 14th January, I received a specification, which I presume to be the one referred to in the advertisement signed by Mr. Pinsent. In this specification (which I venture to consider as utterly unsuited to the case and liable to mislead most seriously), I find that the resolution of the Board of 7th January (in which I am told that the word "Board" is to be substituted for "Superintendent" is most completely ignored. It is put aside

altogether, and in a way which, if the matter in hand were not very serious, would really be laughable, the duties of managing the quarry are divided between you and myself. The word "*Board is not once substituted for Superintendent.*"

5. With reference to the above situation, I have the honor to beg that my connection with such a specification be at once cancelled. I decline to be brought in, contrary to my written request, to a transaction which I have had no hand in arranging, and which is to my mind most unsatisfactory.

6. Again, in resolution of 21st December 1886, the Harbour Trust Board record that they are willing to take the stone already quarried at the present price per ton. This is the arrangement which makes me most emphatically remind you that delay is imperative. It is the most important element in the whole contract. What do I find has been done in this matter with regard to the specification forwarded to me with your signature? I see in the newspapers an advertisement stating that the specification (you must correct me if there is *another* specification withheld from me) gives "every detail" regarding the contract, and yet I find that there is absolutely no mention whatever made of the *Board's most important resolution to take the stone already quarried at its present rate*! Is that resolution a mere form, or is the cancelment of it purposely kept back from me? I cannot believe either alternative, and so ask for an explanation.

7. Although I most emphatically decline in any way to be connected with the specification or advertisement, or the present arrangement for working the quarries from 1st February, I should be failing in duty if I did not point out that you have omitted to provide for a third-class of stone which will now be required, viz., large boulders for protective works which I mentioned in my letter, No. 441-M., of 10th January 1887, Section D.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 15th January 1887, No. 556-M.

I am sorry that I must trouble you to record a slight correction I have to make in paragraph 6 of my letter to you of 14th January, No. 552-M.

2. The advantage to the Board or to the works of carrying out the Board's arrangement at Pallávaram and rejecting my own is *less* than would be represented by the saving (if any) effected by the difference between the present rate per ton and the future rate per ton over the supply for February, March and April, because there is now about six weeks' supply in the quarry which must be reckoned at the present rate. I overlooked this yesterday.

From the Hon. R. W. BARLOW, C. S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated 17th January 1887, No. 1876.

Adverting to your letters, Nos. 549-M and 550-M, dated 12th and 14th January 1887, respectively, I have the honor to forward resolutions, Nos. 3 and 4, passed thereon by the Harbour Trust Board at a meeting held on 14th January 1887, and request that you will carry out their instructions forthwith.

EXTRACT of Proceedings of the Harbour Trust Board at a Meeting held at the Offices of the Board on Tuesday the 14th day of January 1887.

* * * * *

3. Read letter from the Superintendent, Madras Harbour Works, No. 549-M. dated 12th January 1887, protesting against the action of the Board in insisting upon his cancelling the arrangement made to carry on the work at the Pallávaram quarries for six months, at the old rates, the same having been made on an emergency and when the Christmas intervening "prevented his receiving any precise order from the Board."

Read again letter, No. 474-M. dated 9th December 1886, from the Superintendent, Madras Harbour Works, reporting the death of the contractor, Kazim Ali, and resolution passed thereon on the 16th December 1886, resolving that tenders should be invited forthwith.

Read also letter from the Secretary, Harbour Trust Board, to the Superintendent, Madras Harbour Works, No. 1604, dated 18th December 1886, communicating the resolution and inquiring how the Superintendent proposed to carry on the work until the appointment of a new contractor.

Read again letter from the Superintendent, Madras Harbour Works, No. 493-M, dated 20th December 1886, stating that there were lying at the Pallávaram quarries about 20,000 tons of stone quarried by the late contractor, whose father begged he might be allowed to carry on the work for six months, to which the Superintendent consented on the understanding that the same subordinates were retained as hitherto employed.

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Read also resolution passed thereon at the meeting of 21st December 1886, adhering to the Board's former resolution to invite tenders forthwith, and agreeing to take the 20,000 tons of stone already quarried at the old rates.

Read also letter, No. 1692, dated 22nd December 1886, from the Secretary, Harbour Trust Board, to the Superintendent, Madras Harbour Works, communicating this resolution and stating that in view of the Board's rejection of the proposal to carry on the work at the old rates for another six months, the Chairman desired arrangements to be made to continue the contract until 31st January next only, such date not being likely to interfere with the Harbour Work for want of a successor promptly available, offers to carry on the business having already been received.

Read again letter, No. 508-M, dated 24th December 1886, from Superintendent, Madras Harbour Works, stating that he cannot close the work at Pallávaram by January 31st, as the stone on the ground belonging to the late contractor could not be cleared by that time, no diminution of quarrying having been ordered; and asking for a definite order of the Board before cancelling the arrangements to allow the old contract to continue in force.

Read also resolution passed thereon on the 7th January 1887, directing that tenders be invited for delivery on the 20th instant and that a new contract be entered into from the 1st February 1887.

Recorded (letter, No. 549). The Board observe that prior to the Christmas holidays the Superintendent was distinctly informed on two occasions by letter that tenders would be called for forthwith, the first instance being before his proposed arrangements had been communicated to the Board, and he was further informed before the holidays that no temporary arrangements should extend beyond the 31st January 1887. Mr. Thorowgood should at once communicate the decision of the Board to the father of Kazim Ali Nakvy, late contractor.

* * * * *

(True Extract.)

(Signed) C. PINSENT,
Secretary, Harbour Trust Board.

EXTRACT of Proceedings of the Harbour Trust Board at a Meeting held at the Offices of the Board on Tuesday, the 14th day of January 1887.

* * * * *

4. Read letter, No. 1799, dated 12th January 1887, from the Chairman, Harbour Trust Board, to the Superintendent, requesting an explanation as to his expression in his letter, No. 441-M, of 10th instant, "close the work on 31st January 1887," as the Board had no intention whatever to do so, but were on the contrary most anxious that no interruption should occur.

Read reply thereto, No. 550-M. dated 14th January 1887 explaining that the stoppage, referred to the work at Pallávaram, as the Superintendent cannot conceive of any way of carrying out the Board's resolution to accept all the stone already quarried at the present prices, without most carefully measuring up all such stone, which will of necessity take a long time, during which no quarrying must go on and no stone be removed.

Recorded. The Board are unable to see why the new contractor should not commence work on the 1st February next. The 20,000 tons of stone which the Board have agreed to take, being more than a full month's supply, all further quarrying on behalf of the late contractor at the old rates should have been stopped by Superintendent to avoid the complications he now anticipates (letter, No. 549-M of 14th January 1887). Mr. Thorowgood is requested to issue the necessary instructions to this effect forthwith.

* * * * *

(True Extract.)

(Signed) C. PINSENT,
Secretary, Harbour Trust Board.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman Harbour Trust Board, dated Madras, 18th January 1887, No. 564-M.

I have the honor to acknowledge the receipt of your letter of yesterday's date, No. 1876, together with Proceedings, No. 3, of 14th January 1887, and No. 4 of the same date.

2. The resolutions on past correspondence are so put together as to place my conduct in a very unfavorable light, and tend to show an inconsistency of character which I am not disposed to admit. I will, therefore, view the clauses of the resolutions in order.

PROCEEDINGS No. 3.

Clause I (referring to my letter of 12th January, No. 549-M).—No precise order or instruction was given to me beyond the one to close the work on 31st January, which I had stated (508 M., 24th December 1886,) was not possible without delay to work. The cause of delay I apprehended would be the squaring of accounts with the present temporary contractor. On this subject I received no instruction whatever. I do not even clearly understand to whom it was intended payment should be made for the stone lying at the quarry.

Clause II.—The word "forthwith" is underlined in the copy accompanying your letter, but was not so in the original resolution. This seems to point towards my having overlooked the word at first. You will, however, find that in my letter of 24th December 1886, No. 508-M., I distinctly approve of tenders being called for at once.

Clause III calls for no remark.

Clause IV.—This is the subject on which I regret to state we seem to be at variance. I submit that unless the terms of my appointment are a dead letter, I have acted quite within my power in making the arrangements which I am now ordered to cancel. It is impossible that the Board can have taken my expression of "about 20,000 tons" as an accurate measurement of what was in the quarry. The cleverest expert could not guess within 3,000 tons what quantity is lying about. It might be 19,000 or it might be 30,000 tons; it is too irregularly placed to do more than give a random guess as I have done.

Clause V.—This resolution as now represented was never communicated to me. As I received it, the words were—the Board "are quite willing to accept the stone already quarried at the rates paid to the old contractor." This is a very different thing from agreeing to take a certain fixed quantity. It is the difficulty of arriving at this quantity that will cause the delay against which I protest. I beg that the figures 20,000 tons be erased and that the resolution be correctly recorded.

Clause VI.—On this it becomes necessary for me to explain in every detail why, on what has been resolved, delay must follow. The ground of delay is in no way connected with want of would-be contractors.

It is my duty above all others to carry on this work of the Madras Harbour as quickly and as reasonably as I can. Delay means expenditure and no return. Now, I simply cannot believe that when I have given an account of the quarrying and transporting of stone to these works in detail, the majority of the Harbour Trust Board will still insist that the work should be closed on 31st January 1887, if the conditions agreed to by the Board are adhered to.

The supply of stone from the quarry has to be carried on with railway regularity when work is in full progress and is yet liable to sudden stoppage by telegraph for days together. A sudden brisk wind, the de-railment of a block or engine or wagon here, or of an engine or wagon at the quarry, even a sudden heavy shower of rain may and does frequently stop the running of trains. The loading of the stone into wagons and the forming of the train by hand has to be done within a fixed and barely sufficient time. If the loading force is insufficient the contractor gets fined, and I am liable to a letter from the South Indian Railway complaining of unpunctuality. When, without any warning, a whole day's trains have to be cancelled, the coolies who would be loading *must* be employed quarrying. No one could possibly insist on the contractor being strictly punctual in loading and yet insist that between trains coolies must be idle. The idea is not to be thought of. Again, loading can be done about six times as quickly as quarrying, and, consequently, to be ready for emergencies, it is always imperative to have a large stock of stone on hand. No one can see when an emergency may arise. Since 8th December there has been a terrible lot of cancelling trains, and although I have been endeavouring to run five daily, I have never once been able to do so. The result of this is unavoidably to keep a stock in the quarry.

But what is the exact meaning of the Board's expression "the stone already in the quarry?" I will take it to mean the stone (quantity only guessed at) in the quarry on 21st December. Now for the first time it is quite clear from Resolution No. 4 that the Board expected me to stop all quarrying and draw on the supply on hand. This simply cannot and could not be done without reducing the coolies immensely and employing them *solely* at loading. This would mean an outturn of an insufficient supply of stone, so that either rubble, base or block-making must cease. Quarrying and loading must be co-existent if the quarry is to be worked properly. Supposing, however, I had been able to clear out the quarry, that would have been the greatest disaster of all to the works. And if it is not cleared out, as it is impossible it can or could be, how is the balance to be disposed of, by weight or measure? If the latter, the present rate is too high, as it covers loading and hand-shunting. These matters *must* be settled.

The Resolution No. 3 of 14th January reminds me that I was distinctly told that tenders would be called for forthwith. I never objected to this, and there is no possible reason why the tenders now called for should not be taken as applying to the work.

Further, the resolution states that before the holidays "I was distinctly informed that no temporary arrangement should extend beyond 31st January." This seems to me to be rather more than was said. On 20th December I made the arrangement I am ordered to cancel, and on 23rd December I received a letter from the Secretary of State saying that "in view of the rejection of my proposal by the Board, I had better arrange to continue the contract till 31st January only." I submit there is a great difference between the two readings.

With regard to Resolution No. 4, I have the honor to repeat that it is inaccurate to say the Board have agreed to take 20,000 tons of stone. If that were so, and were agreed to by the quarrier of the stone, matters would be very simple. They have agreed to pay the present rate (whether in the wagons or on land has never been hinted at) for the stone "already quarried." As to 20,000 tons being more than one month's supply it is impossible to say that. In four months I had last year 91,000 tons, and yet the full number of trains did not run throughout the month.

I have already explained that without prejudice to the work I could not stop quarrying and continue loading.

And now with much pain to myself, knowing and respecting as I do many members of the Board, I am extremely sorry to say that I must adhere to my first position and decline to carry out the order to stop work on 31st January. I have already shown that I have power to act as I have done. I did the only thing which I believed would ensure continuous working of the quarry. I have been astounded at the determined opposition that has been raised against me. I have endeavoured to show, irrespective of my claims as Superintendent, that what I have done is reasonable and good. The manner in which I have been treated with regard to the proposed specification is a point I feel acutely, and I can only hope that my connection with it now has been cancelled.

I am not aware of any ruling in the Harbour Trust Act which upsets the original terms of my appointment, but if there is any, I ought to have been warned of it. I agreed to stay on under the Harbour Trust Board upon certain conditions, which through no ill-will of the Board have not been complied with, but I have waived the condition that the Board were unable, I believe, to grant.

To carry out the present wish of the Board, I shall have to go back on my written official word as Superintendent of these works. I shall, moreover, run a very good chance of an action for damages and compensation. I believe that I have in no way exceeded my duty, and I must repeat that with all respect and much regret, I cannot on this occasion issue the order which in your letter under reply you ask me to issue.

From the Hon. R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 19th January 1887, No. 1923.

I have the honor to acknowledge receipt of your letter, No. 564-M., dated 18th January 1887, and as it will be laid before the meeting to-morrow, the only remark I need make is that 20,000 tons was the amount of stone then (21st December 1886) lying in the quarry as mentioned by you, and this the Board agreed to take; of course it was understood that your estimate was only approximate, and the Board have not the slightest intention of acting illiberally.

2. The Board are, however, informed that quarrying is still going on very actively, and this in spite of their resolution desiring that all such should be stopped by you, an ample supply being already available. The Board naturally will not agree to accept at the old high rates any unlimited quantities since quarried.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, Madras, dated Madras, 20th January 1887, No. 588-M.

I have the honor to acknowledge the receipt of your letter, No. 1923 of 19th instant.

I have nothing further to say regarding the Pallávaram quarry work, except that I have never supposed that the Harbour Trust Board meant to be illiberal. The question is how much stone is to be paid for at the existing rate. In the Board's first resolution no quantity is mentioned, but now a specific amount is named, and I am apparently held responsible for that amount.

I have explained why I have not reduced the work at Pallávaram, and I deny that the Board have power to order me as they have done.

From the Hon. R. W. BARLOW, C.S., Chairman, Harbour Trust Board, to the Superintendent, Madras Harbour Works, dated 18th January 1887, No. 1903.

One of the intending tenderers for the quarrying of stone at Pallávaram has put me the following pertinent questions:—

(1) "Whether the present contractor has any right to the Pallávaram quarries more than as a contractor under the Harbour Trust, to whom we believe the exclusive right has been granted by Government.

(2) "Whether the existing sidings are the property of the Harbour Trust or the present contractor, to be disposed of by him as he pleases."

2. On referring to the queries put in my letter, No. 1752, dated 8th January 1887, and to the replies in your No. 441 M., dated 10th idem, and also to the notes of the information given by

you to the Board at their special meeting of the 11th instant, I gather that the license for quarrying was granted by the Collector to you as Superintendent of the Harbour Works, and that the exclusive right of quarrying therefore vests in the Trust. I request, however, that you will confirm my conclusion on this point.

3. As regards the 2nd query I note that you write that "all extensions made since June 1885 are wholly the Harbour Works' property;" but I cannot answer explicitly as regards the sidings made previously.

4. You stated at the meeting that about three fourths of a mile of the line were originally constructed by the contractor, but that plant for the renewal of the permanent way has been supplied by you. I also gather from your letter above quoted that you have maintained of late a staff of plate-layers, &c., for the whole of the sidings including this $\frac{3}{4}$ of a mile, but I should be glad to know further what understanding, if any, was come to with the contractor to protect the interest of the harbour for such outlay in the event of the contractor being dismissed for misconduct or, as in the present case, in the event of his death and the consequent termination of the contract; or, to put it in other words, what lien have the Trust on the use of this portion of the line in return for the outlay already incurred.

5. I request a very early reply, as intending tenderers are naturally anxious on the point, and the difficulty must be promptly met, if, as seems possible from your letter, the interests of the Harbour have not been sufficiently protected in the past, in the event of the above eventualities.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, dated Madras, 19th January 1887, No. 565-M.

In reply to your letter, No. 1903, of the 18th January, I have the honor to state that I think I have already replied to your questions either by letter or verbally before the Board. I will, however, gladly do so again.

2. The right of quarrying in the north hill is granted by the Collector to the Superintendent, Madras, Harbour Works. There is a portion of the other hill, however, which is not Government property. I cannot, without reference to the Collector, say precisely where the boundary runs. I feel perfectly certain that where most of the quarrying is carried on the Superintendent, Harbour Works (formerly), has the power to quarry. It might be necessary to transfer the right to the Harbour Trust Board.

3. A portion of the line belongs to the estate of the late contractor. He made it without my orders in 1879-80. Some of the old permanent way remains his property. Bridges and earth work are his. Any claim made by his estate could easily be settled by mensuring up the work and putting a reasonable price on it. I could do this easily. All renewals of permanent way and extensions of line since June 1885 belong to the Harbour Works. I told a member of the Board this on the 11th.

4. I have been obliged to maintain a staff of plate layers in addition to the contractor's men, as the Consulting Engineer for Railways wanted me to maintain a better class of road than a simple contractor's line. It is safer that these men be under my command. No understanding was come to with regard to this staff with the late contractor, as they were put on by me in consequence of the use of extra heavy engines by the South Indian Railway and because all disputes about derailments were carried on between myself and the railway engineers, the contractor not being recognised by them.

5. The Harbour Trust can use the whole line freely, the only thing required is, as I have said, to pay by measurement (if payment be demanded) for the work done in 1879-80 at the late contractor's expense, risk and wish.

From A. G. M. YAHYA NAKVY SAIB, Stone Contractor, Madras Harbour Works, to the Chairman of the Harbour Trust Board, dated Pallávaram, 19th January 1887.

That petitioner is at present the contractor for the supply of stones to the Harbour Works from the Pallávaram quarries from 8th December 1886, under Order, dated 20th December 1886, No. 494-M, from the Superintendent, Madras Harbour Works, that is, ever since the death of the late contractor, Mr. G. M. Kauzim Ali Nakvy Sahib, petitioner's son.

2. That petitioner has ever since been carrying on the work to the entire satisfaction of the Engineer, who is in charge of the work, in the supply of the same.

3. That petitioner's late son, Mr. G. M. Kauzim Ali Nakvy Saib, contractor for the supply of the stones to the abovesaid works, has been in charge of the contract work for the past 11 years, that is, ever since the commencement of the work on contract, and has been discharging the duties of a contractor with a well behaved and able establishment to the entire satisfaction of one and all of the officers in charge of the work.

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4. That petitioner's late son, being convinced that the contract has been more or less from its very commencement continuing in his name, has laid out nearly a lakh of rupees in collecting stock of stones of different descriptions as requirement may arise and in securing coolies and workmen as stone suppliers from different and distant countries against one and all of whom large advances are outstanding.

5. That petitioner, on the late contractor's death, represented in his letter, dated 17th December 1886, the difficulties and the serious loss the family would undergo in the event of sudden stoppage of the contract, and requested F. N. Thorowgood Esq., the Engineer in charge of the Work, to transfer the contract in the name of the petitioner under the same conditions and at the same rate petitioner's son had been carrying on the work, to enable petitioner to collect all his outstandings and to clear the stock on hand. This reasonable request of petitioner was conceded to partially by the Superintendent after verifying petitioner's statement on personal examination of the stock, &c., at the quarry. The Superintendent only gave him a six-months' trial and informed at the same time that after that period new tenders will be invited under orders of the Trust Board.

6. That while petitioner was intending to appeal to the Board against this order of the Superintendent to have the contract for the whole period, he is quite surprised to find in the *Madras Mail* an advertisement calling for tenders for the supply of stones to the said works from the Pallávaram quarries under your honor's order, nearly after the lapse of nearly a month-and-a-half and after the acceptance of the transfer of the contract in petitioner's name.

7. That petitioner begs most respectfully to submit that this order of your honor would really entail upon petitioner and his family serious loss, nearly more than two lakhs of rupees, which sum had been laid out by the late contractor (petitioner's son) on the works in the sole and full hope of rendering satisfaction to his superiors in his contract work.

8. That your honor will clearly see that petitioner and late contractor's wife, who are the representatives of the late contractor, are entitled to six months' notice to clear up advances, &c., outstanding against coolies. It is also certainly a fact known to your honor that petitioner will suffer seriously by paying the stock on hand at the present rate on measurement, and the contract when it was entered into never contemplated such things. Further, he begs to submit to your serious consideration the above facts, more especially with reference to the nature and extent of the contract and the long period it had remained in the name of the one contractor. If deeply considered your honor will be of opinion that it is no exaggeration that more than two lakhs are outstanding, and to collect which more than six months is absolutely indispensable.

9. That petitioner's son, the late contractor, has opened the quarry tramway incurring major portion of the cost from his own purse. True it is that some materials were supplied by the Harbour Office, but at the same time large purchases were made outside, such as South Indian, Madras, and other Railways and in public auctions. Further, maintenance and upkeep of the tramway in working order was also at his (late contractor's) cost. Even watchmen and gang-men were entertained at his cost up till few months back, and which amount has not been refunded to him. Even Engineers were paid by him. All these costs will have to be refunded if the contract should be suddenly stopped. In consideration of these and the meritorious service of the late contractor the contract had been continuing to be confirmed in the name of petitioner's son, the late contractor. The amount due on these items is at present not ascertainable without reference to account. Even if we were to calculate at the ordinary rate of cost of opening tramways by railway companies, irrespective of the natural difficulties which opening of tramways in hills offer, petitioner's dues will come to no small sum, which the Government will have to pay down before the contract is taken away.

10. In conclusion, petitioner begs to submit that the contract has continued to be confirmed in the name of his son in consideration of such a large outlay. Even the Trust Board over which your honor is presiding would never have invited such tenders if the whole circumstances now represented had already been represented to them.

11. Petitioner most humbly begs your honor to consider petitioner's claim to the contract and begs to cancel the tender invited for the contract for the supply of stones from the Pallávaram quarries, and confirm the contract in the name of the undersigned at the same rate and under the same conditions his son had been doing, without subjecting petitioner and widow of the late contractor to any further loss in recovering the amount of two lakhs which is due to him and which will all go away unrecovered if the contract should thus abruptly be snatched away from petitioner. Such a procedure, I beg respectfully to submit, is against the express intention and principles of Government in the Public Works Department in dealing with contracts of the nature.

12. Your honor will consider kindly petitioner's claims, the loss the family would suffer and grant the prayer of the petitioner. He also begs to submit that he is waiting for an early reply and is entirely depending upon your honor's mercy and justice.

For which act of kindness, petitioner, as in duty bound, shall ever pray.

5

From Messrs. GRANT AND LAING, Solicitors, to the Secretary, Madras Harbour Trust Board, dated Madras, 19th January 1887.

It is represented to us on behalf of Gulam Mahomed Yahyah Nakvy Sahib of Pallávaram, the father of the late G. M. Kazim Ali Nakvy Sahib, deceased, the late contractor for quarrying stones at Pallávaram for the Madras Harbour Works, that by an arrangement come to between him and the Superintendent of the Harbour Works, shortly after the death of the said G. M. Kazim Ali Nakvy Sahib, our client the said G. M. Yahyah Nakvy Sahib was expressly authorised to proceed with the contract of the late contractor, and to work such contract for a period of six months ending 8th June 1887. We append, for your reference, copy of a letter of the Superintendent of Harbour Works, to our client, dated 20th December 1886, confirming this arrangement.

2. It is further represented to us that you are now calling for fresh tenders for the supply of stones from Pallávaram quarries for the Harbour Works, and that your notification mentions that the tenders will be opened to-morrow, the 20th instant, and that the supply of stones is to commence from the 1st February next.

3. Having been surprised by this notification, which without explanation appeared to our client to be a violation of the arrangement come to between him and the Superintendent of the Harbour Works, our client, on the 15th January instant, addressed the Superintendent on the subject and in reply received a letter, dated the same date, in which the Superintendent states that he has not cancelled his letter of 20th instant above referred to.

4. Our client informs us that he has addressed you on this subject by registered post this morning, but as the matter is one of very great importance to himself, he desires that we should ascertain from you what the intention of the Harbour Trust is in regard to the continuation or cancellation of the contract of the late contractor, and in regard to the arrangement come to by our client with the Superintendent of the Madras Harbour Works.

5. Considering the very serious consequences that will result by the Board accepting any tender for the supply of stones from 1st February next, we trust that the Board will reconsider the resolution upon which tenders have been called for, and that they will not accept any such tender.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to GULAM MAHOMED YAHYAH NAKVY SAHIB, Pallávaram, dated Madras, 20th December 1886, No. 494-M.

In reply to your letter of the 17th December and in confirmation of what I have stated verbally, I accept your offer to take on the contract of the late much-lamented G. M. Kazim Ali Nakvy Sahib, and the same rates as he received.

2. You can have a trial of six months, up to 8th June 1887, and after that date, by order of the Harbour Trust Board, *fresh tenders will be called for*.

3. You are to retain the present contractor's agent, Syed Tajudeen, and others who have done so well under your son.

4. All stones that you require will have to be written for in the usual way, and Mr. Gernon will help you as much as possible.

From the Hon. R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 22nd January 1887, No. 1970.

I have the honor to inform you that at a meeting of the Harbour Trust Board held on 20th instant, tenders for quarrying stone at Pallávaram were opened and considered, and that of Hajee Mahomed Abdulla Badsha Sahib accepted, to take effect from the 1st February next, and the Board trust that you will give him every assistance in your power, in view to preventing any possible delay in the supply of stone to the Harbour Works.

From the Hon. R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Superintendent, Madras Harbour Works, dated Madras, 15th January 1887, No. 1864.

Referring paragraph 3 of your letter, No. 552-M., dated 14th instant, I have the honor to request that you will favor me with a copy of your agreement with the Secretary of State.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to the Chairman, Harbour Trust Board, Madras, dated Madras, 18th January 1887, No. 561-M.

In reply to your letter of the 15th, No. 1864 (received yesterday), as I have no spare copies of the Government Order containing the terms of my appointment, I have the honor to forward herewith a written copy.

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I regret that a press of writing has delayed its despatch.

PROCEEDINGS of the Madras Government, Public Works Department, dated 21st August 1876, No. 2211.

Read the following Despatch from the Most Honorable the Secretary of State for India, No. 502.

Despatch from the Right Honorable the MARQUIS OF SALISBURY, Her Majesty's Secretary of State for India, to His Excellency the Right Honorable the Governor in Council, Fort St. George, dated India Office, London, 6th July 1876, No. 25, Public Works.

With reference to your telegram of the 21st April last, I have now to inform your Grace that, on the recommendation of Mr. Parkes, I have appointed Mr. Frank Napier Thorowgood, to be Superintendent of the Madras Harbour Works, in the place of the late Mr. May. The terms and conditions of his appointment are shown in the accompanying copies of correspondence * with Mr. Parkes.

2. Mr. Thorowgood will proceed to Madras, *viâ* Brindisi, by the Mail steamer, leaving that port on the 17th instant.

3. Your letter No. 28, of the 13th May last, requests that Mr. Parkes may be instructed to start for Madras so as to arrive there by the 1st October next, in order that he may realize, by personal inspection, the power of the surf and currents during the monsoon months.

4. Mr. Parkes, having been consulted on the subject, has represented in a letter, copy of which is enclosed, that nothing would be gained by his proposed visit that cannot be obtained by other means.

5. You will doubtless let me know by telegraph if you still consider his presence necessary.

* Letter from Mr. Parkes, dated 26th May 1876.
Do. to do. do. 26th June ,,
Do. from do. do. 28th ,, ,,

From W. PARKES, Esq., to Sir LOUIS MALLETT, Under Secretary of State for India, 23, Abingdon Street, 26th May 1876.

I have the honor to submit to the Secretary of State, as a proper person to fill the vacancy of Superintendent of the Madras Harbour Works caused by the death of Mr. James May, Mr. Frank Napier Thorowgood, A.I.C.E.

2. Mr. Thorowgood was a pupil of Mr. Charles Hutton Gregory, and has for the last eight years been engaged on the extensive Harbour Works of the river Tyne Commissioners under their Engineer, Mr. P. J. Messent, having held, during the latter portion of that time, a responsible position there. Mr. Messent speaks in high terms of Mr. Thorowgood's character and capacity, and as the Tyne works are probably the best school of Harbour Engineering in the kingdom, I think there is no doubt that Mr. Thorowgood has the qualifications and experience required for the successful conduct of the Madras Works.

3. I have addressed the accompanying letter to Mr. Thorowgood as embodying the terms which I should submit to the Secretary of State, and Mr. Thorowgood has expressed his willingness to accept them.

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23 ABINGDON STREET,
25th May 1876.

DEAR SIR,

"In conformity with the conversations we have had upon the subject, I have now to inform you that I am prepared to recommend you to the Secretary of State for India as Superintendent of the Madras Harbour Works in succession to the late Mr. James May.

"The salary offered is Rs. 15,000 per annum (payable Rs. 1,250 monthly) to be reckoned from seven days before your departure till the day of your return to England with travelling and necessary hotel expenses to and from your destination, but the above salary is to be understood to cover all your personal expenses while at Madras.

"It is hoped that your engagement will continue for the whole duration of the works, but if any unforeseen circumstances should render it desirable to terminate it at an earlier date, the Secretary of State shall decide upon the terms of its cancelment.

"In all matters of Engineering you will be responsible to me as Engineer-in-Chief, but your own powers and responsibilities will of necessity be large, and, in cases of emergency, unlimited in all local matters. The executive staff will be under your entire control, subject of course to the approval of the local authorities of the Government. I understand that you have carefully considered the details of my design, and have satisfied yourself of their feasibility so that you can adopt them as your own. This being so, the limits of your liberty to modify them must be left very much to your own discretion.

"It is expected that you will not undertake other employment which shall in any way interfere with the important duties confided to you, but in the event of your professional opinion being sought in reference to other matters, you will be at liberty to give your services (subject to the approval of the local authorities to whom you may be immediately responsible) and to receive remuneration for them. This liberty, however, is not to be held to apply to your taking any part in the execution of any other works than those of the Madras Harbour, but only to consulting business.

"In submitting your name to the Secretary of State for this important appointment, I have the strongest reliance on your hearty co-operation with me to carry out this great work to a successful issue for the public benefit and our joint professional credit."

Believe me, &c.,
(Signed) W. PARKES.

"FRANK NAPIER THOROWGOOD, Esq.

"4. It will be observed that the salary proposed is nominally the same as that which Mr. May actually received, but the continued depreciation of the rupee makes the amount at the present time less than the £1,500 sterling, which I originally proposed to Mr. May.

"5. Mr. Thorowgood will require about three weeks to transfer his present duties to his successor, after which it is desirable that he should spend a few days in London to read the papers and examine the plans in my possession and to confer with me upon the details of the work, for which latter purpose, I have suggested that his engagement should commence seven days before he leaves England."

From SIR LOUIS MALLETT, Under Secretary of State for India, to W. Parkes, Esq., dated India Office, 26th June 1876.

I am directed by the Secretary of State for India to acknowledge the receipt of your letter of the 26th ultimo, and in reply, to inform you that he sanctions the appointment of Mr. F. N. Thorowgood as Superintendent of the Madras Harbour Works, upon the salary proposed, viz., Rs. 15,000 per annum, and severally on the conditions specified in your letter.

From W. PARKES, Esq, to SIR LOUIS MALLETT, Under Secretary of State for India, 23, Abingdon Street, 28th June 1876.

I have the honor to acknowledge receipt of your letter of 26th instant, informing me that the Secretary of State has sanctioned the appointment of Mr. F. N. Thorowgood as Superintendent of the Madras Harbour Works.

2. I have communicated this to Mr. Thorowgood, and he informs me that he will be prepared to leave London for Madras on the 13th July, so that his pay will commence from the 6th July.

3. I have to request that a first-class passage from London to Bombay, *viâ* Brindisi, be engaged for Mr. Thorowgood, but he will require no money advance.

From W. PARKES, Esq., to W. T. Thornton, Esq., C.B., 23, Abingdon Street, 22nd June 1876.

I do not think there would be any advantage in my going to Madras as proposed by the Government.

2. If I were really in want of such local information as can only be obtained by a personal inspection, I should be the first to feel it myself, but I do not. I know several questions have lately arisen to which it would be satisfactory to the Government to have more authoritative answers than can perhaps in the present interregnum be given; but some of them I could myself answer from my own knowledge, and the remainder would only require such information as to recent matters of fact as I could easily obtain by letter.

3. Moreover, Mr. Thorowgood, in taking charge of the works, will naturally go into all these matters with an unbiased mind and make an early report to Government.

4. With regard to the special question of protecting the surf bank against the monsoon, I cannot but hope that the information which the Government will have received as to my views and intentions since the date of the Government Order in question, will have allayed their anxieties, but whether this be so or no, I am satisfied that my being at Madras during the monsoon would be quite useless. No one can judge either of the force of the sea or its effect, except from the results of the survey made in the subsequent calm. In everything connected with this question, Mr. Thorogwood has had special experience, and his observations before, during, and after the monsoon, will give me all the data I shall require for any further recommendations that may be necessary.

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5. Though it is as yet premature to decide anything, yet I may perhaps say that I am keeping in view the possibility of a short visit to Madras being useful rather later. By that time the bulk of the machinery now being provided for the works under my inspection will be shipped and the works on the spot so far advanced that questions in which I may give assistance may have arisen.

6. I return the Madras Government letter of 13th May.

Order thereon, dated 21st August 1876, No. 2211, Public Works.

Establishment, No. 28. — The appointment of Mr. Thorowgood, to be Superintendent of the Madras Harbour Works, is duly recorded.

2. His Grace the Governor in Council being of opinion that Mr. Parkes' presence at Madras is urgently required, that he may realize the actual state of affairs and advise, after personal inspection, the measures needed to secure the speedy completion of his design, the following telegram has been despatched:—

"Unanimous opinion Parkes should come forthwith."
"Sand bank forming in front of work."

(True Extract.)

(Signed) W. FAREWELL, Col.,
Offg. Under Secy. to Govt., P.W.D.

To the Superintendent, Madras Harbour Works.
" Marine Department.
" Examiner of Public Works Accounts.

From H. M. A. BADSHA SAHIB, to the Secretary, Harbour Trust Board, Madras, dated Madras, 22nd January 1887.

I thank you for your note informing me that my tender has been accepted.

I take this early opportunity of requesting that you will kindly inform the Harbour Trust Board that I anticipate insurmountable difficulties and obstacles in the working of the contract and great delay in the supply of stone to the Harbour Works owing to the attitude assumed by the late contractor's people.

The two great difficulties that I anticipate are—

1. As regards siding.
2. As regards the right of quarrying on Government grounds and quarries.

The late contractor's people have openly declared that they still have a right to the exclusive use of all the sidings now standing and the exclusive right of quarrying in the Government quarries and grounds, that their contract is not at an end, and that they are determined to refuse to allow anybody to use the sidings, or to quarry in the Government quarries and lands. They also declare that they will resist by force, if necessary, any attempt to interfere with their alleged rights and that they have the support of the police.

Under these circumstances, I beg to be informed as to—

1. Whether the late contractor's contract is at an end.
2. What the rights of the late contractor were with reference to the existing sidings and the quarries.
3. Whether the Board will procure for me the right to quarry in the Government quarries at Pallávaram.
4. Whether the sidings now in existence belonged to the late contractor or whether his representatives have any right thereto.

I am aware that such portion of the materials used in the sidings as was originally supplied by the late contractor has been replaced by material belonging to the Harbour Works and that the right to quarry was given to him only so long as he was contractor.

In conclusion I beg to state that unless I can use existing sidings and can quarry on the Government lands in the immediate vicinity thereof, I fail to see how I can begin the supply of stone on the 1st proximo.

Awaiting the favor of your early reply, I remain, &c.

From H. M. A. BADSHA SAHIB, to the Chairman, Harbour Trust Board, Madras, dated Madras, 24th January 1887.

I have the honor to acknowledge receipt of your favor of the 22nd instant, No. 1971, informing me that my tender for Pallávaram stones had been accepted, and to state that I awaited this morning on Mr. Thorowgood, the Superintendent of Harbour Works, for instructions regarding

the supply of stones. He tells me that he was not going to give me any instructions whatever and referred me to Harbour Trust Board for the same. He also informed me that he was submitting his resignation and that he was accordingly giving the Board three months' notice.

2. Under these circumstances, I beg to inform you that I feel myself placed in an awkward position, and shall feel thankful if you will kindly favor me with information as to whom I am to look to for my future guidance in the execution of the contract. I take this opportunity to bring to your notice that until the late contractor's people, who seem to be very hostilely disposed towards me, have stopped quarrying, I fail to see how my laborers can commence quarrying there, and how without being able to quarry, I can deliver stones on the 1st February.

3. Awaiting the favor of your early orders, I have, &c.

From H. M. A. BADSHA SAHIB, to the Chairman, Harbour Trust Board, Madras, dated Madras, 25th January 1887.

I have the honor to enclose an original letter from the Superintendent, Harbour Works, dated 24th instant, which I submit for your information.

I have further to intimate that I am awaiting the reply to my two letters, the one addressed to yourself of yesterday's date, and the other to the Secretary of 22nd instant.

From F. N. THOROWGOOD, Esq., Superintendent, Madras Harbour Works, to H. M. A. BADSHA SAHIB, &c., &c., Madras, dated Madras, 24th January 1887, No. 585-M.

As I informed you verbally to-day, the Chairman of the Harbour Trust Board tells me that your tender for quarrying stone at Pallávaram has been accepted, and that you are to commence on February 1st, I am requested to give you every assistance.

2. I told you verbally and now repeat in writing that I disapprove of the Board's action and have strongly and consistently protested against it for the past month. The specification is faulty and I will have nothing to do with it.

3. I had made other arrangements by which all existing claims could be squared up in May (a month when work is slack). The Board over-rule these and do not allow me any voice in the matter. They have in fact taken the work out of my hands, and I in consequence resign my post.

4. I am sorry, therefore, that I *cannot* assist you in any way, as I am pledged for a few months to carry on with the present contractor. If you really are going to load up wagons on 1st February when I have given no orders to stop the present man, there will be stoppage of works owing to the Board's acting in antagonism against me, who am the authorized Superintendent of the works, and any stoppage of the works will be unpardonable I think in the eyes of Government.

5. I know of no man better calculated to carry on the work than yourself, and I dare say from all I hear, you have laid out much money on it; but I am sorry to say I cannot break my word to the present contractor, and therefore you must know that I can render no assistance to you in your work on February 1st.

From H. M. A. BADSHA SAHIB, to the Chairman, Harbour Trust Board, Madras, dated Madras, 26th January 1887.

In continuation of my letter of yesterday's, submitting Mr. Thorowgood's letter, dated 24th instant, for your information, I have the honor to bring to your notice that from the tone and tenor of that letter of his, I entertain grave apprehensions of serious difficulties and obstacles to my commencing the work of quarrying stone for the Harbour Works, to enable me to supply the stone from the 1st February, notwithstanding the ample and timely preparations in securing the services of several large gangs of laborers, maistries, sub-contractors, petty contractors, and an efficient staff of clerks, with a sufficient store of various kinds of tools and implements, &c., necessary for the purpose.

2. I may mention that I fear that these obstacles and difficulties, causing to me no little disappointment and loss, are likely to exist, not only for a few days, but probably to extend for several days or even weeks, entailing loss not only to myself, but also Government; and I would therefore respectfully beg to suggest that among other things the following very important step be taken at once, which, I have no doubt, will prevent much disappointment and loss, and that is, to inform the Collector of Chingleput that, in consequence of the death of the contractor G. M. Kazim Ali Sahib, my tender having been accepted, I am required to quarry stones at Pallávaram, so as to begin the delivery on the 1st February 1887, and that a license to quarry stones on Government grounds and hills at Pallávaram be given to me at once, as was done in the case of the late contractor, on the recommendation of Mr. Thorowgood, some years ago.

829/14

3. In conclusion, I beg to assure you that, if this license should be procured for me at once, not only my loss would be averted, but a very considerable saving to Government of nearly Rs. 40,000 would be effected (as per memorandum herewith submitted), in addition to the permanent savings of 25 per cent. on the present rates.

MEMORANDUM.

Each train consists of 35 wagons and at the rate of 6 trips per diem $6 \times 35 = 210$ wagons; and as each wagon carries 6 tons—

$210 \times 6 = 1{,}260$ tons per diem.

The quantity required is as per specifications—$\frac{2}{3}$ chips and $\frac{1}{3}$ rubble:

$\therefore \frac{2}{3}$ of 1,260 = 840 tons of chips.
and $\frac{1}{3}$ of 1,260 = 420 tons of rubble per diem.

The difference between old rates and 25 per cent. less = nearly 3 annas per ton for chips and 2½ annas as for rubble—

	Rs.	A.	P.
$\therefore$ 840 × 3 = 2,520 annas	157	8	0
and 420 × 272 = 1,050 annas	65	10	0
Total savings per diem	223	0	0
Do. do. month = 223 × 30	6,690	0	0
Do. do. for 4 months = 6,690 × 4	26,760	0	0
or approximately	25,000	0	0

(Signed) H. M. A. BADSHA SAHIB.

Exd. A. Raitt.

8/5

MARINE DEPARTMENT.

Letter—to

The Right Honorable the SECRETARY of STATE for INDIA.

My Lord,

We have the honor to forward, for your Lordship's information, a copy of our Proceedings, Mis. No. 70, dated 15th instant, in regard to a dispute which has arisen between the Harbour Trust Board and the Harbour Works Superintendent, Mr. Thorowgood. The facts of the case are as follows:—

2. Mr. Thorowgood was, as your Lordship is aware, appointed to his present post in 1876 by the Marquis of Salisbury, on the recommendation of Mr. Parkes. No formal agreement appears to have been entered into with him, but he was engaged, subject to the terms specified in a letter addressed to him by Mr. Parkes on the 25th May 1876, and communicated to this Government with Lord Salisbury's despatch of 6th July 1876, No. 25 (Public Works). In this letter the following passage occurs:—

"It is hoped that your engagement will continue for the whole duration of the works, but if any unforeseen circumstance should render it desirable to terminate it at an earlier date, the Secretary of State shall decide upon the terms of its cancelment. In all matters of engineering you will be responsible to me as Engineer-in-Chief, but your own powers and responsibilities will of necessity be large, and, in cases of emergency, unlimited in all local matters."

3. Mr. Thorowgood continued to work under the immediate orders of Mr. Parkes until June 1886, when the Harbour Trust Board, constituted under Madras Act II of 1886, came into existence. On the 12th July 1886, this Government defined in G.O., No. 378, Marine (copy forwarded), the position of Mr. Thorowgood with regard to the Board:—

"The salaries of all officers," it was said, "including the Harbour Works Superintendent and his subordinates, are paid from the sums so advanced (to the Board); and the Board are competent to dispense with the services of all such officers with the previous sanction of the Governor in Council. In these circumstances, it is clear that the Superintendent must address all communications on matters relating to the harbour works to the Chairman of the Harbour Trust Board."

This view of the situation was confirmed by your Lordship's despatch of the 14th October 1886, No. 5 (Public Works), in which it is stated that—

"Mr. Thorowgood and others, . . . if these officers and servants have, under clauses 21 and 22 of the Act, been continued in the positions which they held when the Act was passed, . . . should be made to understand that, subject to the terms of the formal engagements entered into between themselves and Government, the Port Trust Board will in future deal directly with them as forming a part of the staff of that Board."

This despatch was duly communicated to Mr. Thorowgood, who raised no objection either to its terms or to those of our order of the 12th July. He tacitly accepted his new position as a servant of the Board, took their pay, and has since accepted an increase of salary at their hands.

4. The stone for the Harbour Works is obtained from Pallavaram, where it was quarried, under a contract made with Mr. Thorowgood on 1st June 1885, by a contractor named Kajim Ali Nakoy. On the 8th December 1886 this man died, and as the contract was with him personally, it lapsed with his death. The fact was reported by Mr. Thorowgood to the Board on the 9th December, and, on the 16th idem, the Board passed a resolution that "fresh tenders should be called for forthwith," and hoped that Mr. Thorowgood "would, in the mean time, be able to carry on the work without interruption." On the 20th December, after receipt of this resolution, Mr. Thorowgood entered into a written agreement with Gulam Muhammad Sahyah, father of the deceased contractor, continuing the contract to him for six months at the old rates; but this letter purports to confirm a previous verbal arrangement, and Mr. Thorowgood has since explained that this verbal arrangement had been made before the Board's resolution reached him. He did not, however, give the Board any information of what he had done, but merely mentioned Gulam Muhammad's proposal as one that had his approval. The Board having, in pursuance of their resolution, called for and received several tenders, finally selected that of Haji Abdulla Badsha, who offered to take the work at greatly reduced rates. The scope there was for economy is shown by the fact that the late contractor Kajim Ali had sub-let one-fourth of his contract to this same Haji Abdulla at a profit to himself of 15 per cent., and had allowed him the option of taking another quarter at 30 per cent. profit. The new contract was finally accepted on the 20th January, but the Board had previously resolved to take all the stone already quarried, estimated at some 20,000 tons, at the old rates from the representatives of the late contractor, and to allow Mr. Thorowgood, up to the 31st January, for winding up the old contract. Mr. Thorowgood objected that this was too short a time, and asked for six months, but was over-ruled. On the 20th January the Board obtained, for the first time, from a lawyer's letter, information of Mr. Thorowgood's written engagement to Gulam Muhammad. Mr. Thorowgood, who had declined to carry out the Board's order to stop fresh quarrying at the old rates, now flatly refused to have anything to do with their new contractor, and finally, on the 24th January, tendered his resignation on the ground that being responsible for the Harbour Works, he could not carry out a contract of which he disapproved. Copies of the whole correspondence between Mr. Thorowgood and the Board on this matter accompany this despatch.

5. Your Lordship will thus perceive that the point at issue has nothing to do with the plan or construction of the harbour, but simply relates to the power of Mr. Thorowgood to enter into important contracts without the knowledge and in defiance of the expressed wishes of the Board. Mr. Thorowgood justifies his conduct by the passage in Mr. Parkes' letter quoted in paragraph 2 above. This argument has been dealt with in our Proceedings of the 15th instant. All that we need add here is that this contention was not raised by Mr. Thorowgood in his earlier letters, and that it is only when the Board decline to accept his suggestions that he claims to act independently of them. The new contract will, it is estimated, cause a saving of about 25 per cent. in the cost of material, and if the Board are not at liberty to decide a financial question of this nature, their control over the Superintendent becomes merely

nominal. It may be that there is considerable force in some of Mr. Thorowgood's arguments directed to show that the Board were ill-advised in their interference or might well have allowed a longer time for winding up the old contract, but these are beside the main point at issue. As for the contention that he is subordinate only to Mr. Parkes, it is enough to say that your Lordship's despatch of 14th October 1886 left Mr. Parkes' future position quite uncertain, while it practically constituted Mr. Thorowgood the engineer of the Board under the Act.

6. Mr. Thorowgood has now agreed (at an interview with the Hon. Mr. Hutchins) to do his best to bring about an arrangement between the two rival contractors. He has also offered, in his letter of resignation, to remain at his post until the 30th April. On the 1st April the *personnel* of the Harbour Trust Board will be largely altered, and if this unfortunate dispute can be settled, as we trust it will, there is no reason why Mr. Thorowgood should not work harmoniously with the new Board, or his services, the value of which we fully appreciate, should be lost to the Harbour Works. We have therefore carefully abstained from alluding in our proceedings to his resignation, which we hope may be subsequently withdrawn. In order, however, to prevent similar disputes in future, we think it most advisable that Mr. Thorowgood's position with regard to the Harbour Trust Board should be clearly defined by your Lordship. Our own view, which is based on the provisions of the Harbour Trust Act and on your Lordship's despatch of the 14th October already alluded to, is as follows:—

(1) Subject to the proviso that no alteration in the design of the harbour should be made without your Lordship's sanction, the carrying out of the work rests entirely with the Harbour Trust Board. Mr. Thorowgood, as Superintendent, is an officer of the Board, and as such has no power beyond what they may expressly or impliedly delegate to him.

(2) Under sections 21--24 of the Harbour Trust Act, the Board have power, with the sanction of the Governor in Council, to dispense with Mr. Thorowgood's services, or accept his resignation if tendered. The clause in Mr. Parkes' letter above quoted regarding the cancelment of the agreement by your Lordship was only applicable, in our opinion, to Mr. Thorowgood as an employé of Government. From the time that he became a servant of the Harbour Trust Board, the terms of his service are regulated by the provisions of the Act.

We have the honor to be,
My Lord,
Your Lordship's most obedient, humble servants,

(Signed) ROBERT BOURKE.
(„) C. G. MASTER.
(„) PHIL. P. HUTCHINS.

Fort St. George,
23rd February 1887.

Exd. A. Raitt.

FORT SAINT GEORGE.

MARINE (1337) *DEPARTMENT.*

LETTER to the Right Honorable the Secretary of State for India.

Dated 23rd February,

No. 1 of 1887.

Reporting the circumstances connected with the dispute between the Harbour Trust Board and the Superintendent of the Works.

FORT ST. GEORGE,
Chief Secretary's Office,
16 March 1887.

No.

MEMORANDUM.

THE undermentioned documents are forwarded to the Secretary to Govt: Public Works Dept with reference to his ~~letter No.~~ Memo No. 849C dated 8th March 1887.

One Copy of Marine Despatch, dated 23rd February 1887 No. 1 with appendix

H Allen
Under Secretary.

To

The Secretary to Government
Public Works Department

189 Wa/5-3-87
849e dy/8-8-87
B 862 Wa/3-3-87
A 3099 Wa/23-11-86
Dipl 784 Wa/14-3-87
785
689 W 5-3-87

I.O.C. № 2192

From,

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To,

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No.
Dated
Despatched
Received 17 3 87

Rd: 21/3/87

Government of Madras.

PUBLIC WORKS DEPARTMENT.

To

The Right Hon'ble the Secy of State for India

No. 5

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My Lord,

In continuation of our despatch in the Marine Department No 1 dated 23rd February 1887, we have the honor to forward a copy of our Proceedings No 689 W dated 5th March 1887, in which we have noted that although Mr Thorowgood may have been originally entertained for the construction of the harbour only, he is practically the Engineer maintained by the Harbour Trust Board under section 21 for the purposes of the Madras Harbour Trust Act No 2 of 1886, i.e, for the

B
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the regulation, Conservancy
and improvement (including repair
and Construction) of the Harbour
as it stood when the act was
passed.

Sec
19/3/87

Mel Recd
23/3/87

Recd 23/3/87

Ch

Comptr. Rd: 21/3/87.

Solr. 23-3-87 Rd: 21/3/87

E 9/9

Govt. of [1887] Madras.

PUBLIC WORKS.

Dated 11th April 1887

Read

Read

G.O. 22 Harbour, No. 5 / 579 dy

Forwarding copy of proceedings relative to Mr F.N. Thorowgood's visit to Madras Harbour & asking Govt. whether he should be employed in the regulation, conservancy and improvement as well as the repair & construction of the Harbour