(1) பக்கங்களின் எண்ணிக்கை 52

(2) புதுக்கித் திருப்பிய நாள் 12/91

(3) ஆதாரங் குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

P. W. துறை

அரசாணை எண்.
மு. கோப்புத் தாள் எண். 2415 (W) அச்சகம் / பலவகை

நாள் : 20-9. 1893 ~~199~~.

மடிக்கவோ கண்டபடி கையாளவோ கூடாது.

ஆவண. கா. 1—18,000—6-9-90.

2415
1

To the Inspector General of Police
(through Deputy Inspector General Central Rang

D.I.G.C.R. JUL 93

Sir

I have the honour to forward herewith true copies of all the correspondence relating to the Asst. Supt. Bungalow at Rydle for your perusal and beg that you will be so good as to represent the matter to Government with a view to the refund of the sum of Rs 230- being made to me, which I consider I have unjustly been required to pay.

I would report the following facts, that you may know exactly all the circumstances of the case:-

I was appointed to act as Asst Supt of Police of Vellore District on 6 May 92 and on being relieved by Mr Stuart at Vellore, was assured by him that the bungalow was uninhabitable and reported on as dangerous by the D. P. W authorities, & had been handed over to that Dept. for repairs.

On receiving charge from Mr. Scott Dist. Supt. of Police at Nellore, these facts were again repeated & I was emphatically given to understand that I had no quarters at Ongole to go to. I thereupon took a house in Nellore & proceeded to my division. The Bungalow I then saw was not only unfit for an officer to live in but unfit to keep my boxes & furniture in — so I had them stored elsewhere. Believing that the matter was already under the consideration of the P.W.D. authorities and the Bungalow in their custody, I took no further action in the matter. I had further not been called upon to pay a monthly rent.

As I could not attend to my Sub-Division duties from Nellore & having no house to live in at Ongole, I arranged at the end of June for a four months Camp hoping that at the end of that time the Bungalow would be made fit to live in. (See exhibit A) While on tour I received intimation × from the Ex. Eng. through the District Supt of Police that the Bungalow was not in a dangerous condition, & that until the repairs were begun I could occupy it. To this I objected on the grounds that

the house was unfit for occupation
& requested the District Supt. to grant
me permission not to occupy it.
See exhibit B The next I heard was from the Treasury
Dep. Coll^r. (letter $\frac{2983}{acct.}$ C. dated 12-7-92)
calling on me to pay rent for the months
See exhibit C. of May & June. To this I replied, that
as Mr. Stuart had handed the Bungalow
over to the P.W.D. for repairs, I declined to
pay rent for a house I had never occupied.
The matter then continued, reminders
being sent to me for the amount said to
be due by me, until 6th Oct. 92.
when I received through the Treasury Dep Coll^r
See exhibits D.1 & D.2 a letter (No. $\frac{4740}{acct}$. dated 6-10-92) from the Ex
Eng. forwarding a copy of a letter from the
Sub Div^nl Officer P.W.D & enquiring why
the rent could not now be paid. You
will observe that the question of repairs
was still being considered by the P.W. Dept.
See Ex. E. To this I replied, stating the circumstances
under which I had acted in not assuming
occupation of the Bungalow.
This statement however was without effect,
and after more reminders I received a
See Ex. F. peremptory order to pay the sum of Rs 230.
in Memo. (No 602 N^l. dated 17-1-93) by the
Supt^g Engineer. This amount was deducted
from my pay bill of February 93.

I would respectfully draw your
See Exhibits G. & H. &X. attention to the inspection Reports by the

P. W. D. officers, & especially that by Mr. Mildred in which he emphatically states the Bungalow is unsafe for occupation. Mr. Salisbury also the Sub. Divnl. Officer (see Exhibit D^2) says, that "if a few necessary
2. repairs are carried out the building can be safely occupied", inferring thereby that its present condition was unsafe. These few necessary repairs however were not commenced & I would respectfully urge that it is unfair to charge me for rent of a building so condemned by professional officers. As to whether the Bungalow was, or was not in the charge or custody of the P. W. D. authorities, as seems to be called in question in para. 2. of the Supt. Engr. memo, (Exhibit E.) in which I am blamed for not bringing the matter to notice, I would point out that in the first intimation I received about the condition of the Bungalow, (see Exhibit A.) it is clearly inferred, if not actually stated, that the Bungalow had been handed over to the P. W. D. & that the question of repairs was then being considered by that Department. This being the case any further representation by me was superfluous.

2 I may add that on the 27th Jan. I was directed to vacate the Bungalow (which I had never occupied!) as it had apparently been recognized at last by the P. W. D.

P. W. D. officers, & especially that by Mr. Mildred in which he emphatically states the Bungalow is unsafe for occupation. Mr. Salisbury also the Sub. Divnl. Officer (see Exhibit D^2) says, that "if a few necessary
2. repairs are carried out the building can be safely occupied", inferring thereby that its present condition was unsafe. These few necessary repairs however were not commenced & I would respectfully urge that it is unfair to charge me for rent of a building so condemned by professional officers. As to whether the Bungalow was, or was not in the charge or custody of the P. W. D. authorities, as seems to be called in question in para. 2. of the Suptg Engrs memo, (Exhibit E.) in which I am blamed for not bringing the matter to notice, I would point out that in the first intimation I received about the condition of the Bungalow, (see Exhibit A.) it is clearly inferred, if not actually stated, that the Bungalow had been handed over to the P. W. D. & that the question of repairs was then being considered by that Department. This being the case any further representation
2 by me was superfluous.

I may add that on the 27th Jany. I was directed to vacate the Bungalow (which I had never occupied!) as it had apparently been recognized at last by the P. W. D.

2415/5

that repairs were necessary. I respectfully beg to lay the whole matter before you for your careful consideration, in the hope that you will appeal to Government on my behalf for a refund of the rent, which I consider I have been unjustly charged.—

I have the honour to be,

Sir,

Your obedient servant.

C. H. Leslie.

Ag. Asst. Supt of Police.

Ootacamund

23. 6-93

1892

P. W. D.

No. 2415/6

From — The Superintending Engineer,
Second Circle.

To.
The Executive Engr.
Nellore Division.

Police Assistant Superintendents
Bungalow at Ongole.

Station —
Dated — 189 .

Enc:

Your No.

Subject

The enclosures of Executive Engineers letter No. 42 d/ 14-5-92 are herewith returned. It appears from his Inspection Notes just received that the building is not in a dangerous condition & that it can be occupied when the repairs are carried out. Until the repairs are carried out the Assistant Superintendent cannot occupy the Bungalow.

The context shows that the word not should be written before "occupied". 8.9.93

No 5526
6-7-92

Sd/ J. Hannan
Supdg Engr.

True copy forwarded to Supdt of Police Nellore for information with reference to his letter No 89 dated 17th February 92. The Kandukur Sub Dt. Officer has been requested to send

Asst Supdt. of Police

9.10
DW 6959/93

1893
Dept
No.
9140

epairs

Signed W. Hughes
Exec: Engr

To Assist- Supt of Police for information
To be returned

Signed
Nellore S. P. C. Scott-
8-7-92

To
The District Superintendent of Police

Sir
The godowns being in such bad epair & unfit for use, & having been so eaten way by white ants, the floors & mattings also being destroyed by them, I request that permission may be granted me not to ate over the Bungalow till the necessary epairs are done.

Signed C. L. Bidie
Ag. Asst Supt of Police
Camp. Ramapatam
15-7-92

ffice
Copy to Ex. Eng. with endorsement for favourable consideration.

6059/53
7445

17-7-92 Signed S. P. C. Scott

True Copy
C L Bidie
for Asst Supt of Police

Exhibit

Ref No. 2983.C./acc. Nellore Collector's Office
12th July 1892

2415/7

From
M. R. Ry B. S. Rungiah Naidu Garu
Treasury Deputy Collector, Nellore.

To
C. L. Bidie Esquire
Asst Supt of Police
Ongole-

Sir
I have the honour to request that you will be good enough to credit Rs 22-10- being the house-rent due by you on accou of Police asst. supdts Bungalow at Ongo from 6th to 31st May 1892-, at Rs 27 per mensem, together with the rent due for June 1892 at an early date at the nearest Sub Treasury & intimate to same to this Office.

I have the honour to be
Sir
Your most obedient servt

Signed Rungiah Naidu
Try. Dy. Collector

Signed.
C. L. Bidie
10-7-92

True Copy
C L Bidie
for Asst Supt of Police

Exhibit

No 72

Dated: 19. 7. 92
Despd. - do -

Encl. to letter no 4188 d 26-7-92 from [illegible]

2415/8

To
The Treasury Dy. Collector
Nellore.

Sir
With reference to your letter No 2983 C. dated 12-7-92, I have the honour to state that the Bungalow has been in charge of the D. P. W. for repairs since Mr. Stuart left and until ~~repairs~~ handed over to me repaired, I cannot be expected to pay rent, & have not done so

I have etc
Signed. C. L. Bidie
18-7-92

True Copy C L Bidie
Asst Supt of Police

Dis 5.5
6489/53
1445/53

No. 1265 Current No 4740/ace of 1872

Exhibit

Executive Engineers Office
6th October 1872

From
C. H. D. Majoribanks Esquire 2415/9
Executive Engineer of Nellore

To
C L Bidie Esquire
Asst. Supdt. of Police, Ongole
Thro the Treasury Deputy Collector
Nellore

Enclosures)

Sir

In continuation of my letter No 882 dated 31-7-92 I have the honour to forward herewith a copy of letter from the S.D.O. Kandukur No 807 dated 25-9-92 and enquire why the rent due for the occupation of the Police assistant Supdt. Bungalow at Ongole cannot now be paid

I have the honour to be
Sir
Your most obedient Servt

Signed C. H. D. Majoribanks
Executive Engineer
Nellore Division

True Copy

C L Bidie
ag. Asst Supt of Police

P. W. D.

From,

The Executive Engineer
Nellore Division

To

The

Dated
Despatched
Received

No

Enclosures

Subject

Reg No 10/
1892

No

Forwarded to Mr. Bidie
Assist Supt of Police
Ongole with a request
that he will credit the
arrears of rent due for
the Police Assist. Supts
Bungalow Ongole to the
end of September 1892

Signed
Ummyeah Naidu
Nellore Dy Collector
Collector Office
10th October
1892

To
The Asst Supt of Police
Ongole

True Copy
Ch Bidie
Ag asst Supt of Police

PW 5.3
~~6989~~/53
7000

Exhibit

No 807

Kandukur Sub Dn. Office
Camp: Kavali, 25-7-92

[illegible]

2415/10

From
Mr. R. A. Salisbury
Sub Dn Officer Kandukur Sub Dn

To
The Executive Engineer
Nellore Dn.

Sir,

I have the honour to inform you that the Police Assistant Superintendents bungalow at Ongole requires some repairs such as white washing etc to make it fit for occupation of the asst Superintendent. I believe an estimate was submitted for rebuilding the upper portion of walls with mortar so as to prevent white ants getting to the roof and even if the estimate is now sanctioned, the work could not be conveniently carried out while the rains are on, in the meantime if a few necessary repairs are now carried out, the building can be safely occupied

I have the honour to be
Sir
Your most obedient servant
(Sd) R. P. Salisbury
Sub Dn Officer K. S. D.

True Copy
Signed
A. Lakshmantha
Head Clerk
of Executive Engineer
Nellore Dn

True Copy
Ch Bidie
Ag. asst Supt of Police

5.4
~~6955~~/93
2446

No 126/1892

Exhibit
1.

From C. L. Bidie Esq
Asst Supt of Police

To C. H. J. Marjoribanks Esq 2415/11
Executive Engineer (thro the Deputy Collector)

Sir

With reference to your letter No 4740/acc dated 6-10-92 sent through the Try. Deputy Collector Nellore, asking why I showed not pay the rent of the Asst. Supts Bungalow Ongole, I have the honour to state that my reasons of refusing to pay rent of the Bungalow are as follows —

Mr. Stuart wrote to me before coming to Nellore that I could not possibly occupy the Ongole Bungalow as it was in such bad repair, that if he had been staying on he was going to vacate it, & that the P.W.D. were going to repair it; he added that I would have to make either Singarayakonda or Nellore my Head Quarters. On taking over charge from me he repeated the above statements. This alone put me to extra expense & inconvenience as I had arranged for all my saman to go by boat to Ongole, & of course hearing there was no place for it to go to, I had to recall it. On reaching Nellore I asked several people about the Bungalow, & by all told me it was unfit to live in, so I had to take a house in Nellore & the only available one was far more expensive than the Ongole Bungalow. After staying there off & on for over two months, I found it inconveniently far from my Division so made arrangements for 4 or 5 months Camp (hoping the Bungalow might be [illegible] & I gave up the Nellore Bungalow

Sending all my Sâman to Ongole to my Office (knowing the Bungalow was so bad with white ants it was not *safe* to send it there) This of course put me to more expense & inconvenience, than if I had been able to go straight to Ongole at first & send my Sâman up by boat there as arranged. Mrs. Bridie & I have had to remain nearly 4 months in Camp, simply because we had no place to go to. On the face of all the statements I received how could I take my wife there & also when in Ongole myself in May, I saw what a state the Bungalow was in, Mr. Mildred pronounced it "*dangerous*". Mr. Salisbury in his letter dated 25-9-92 to the Executive Engineer states that if certain repairs were done it would be "*fit for occupation*" which proves he thinks it "*unfit*". He also says "some necessary repairs will make it *safe* to live in" which proves he considers it *unsafe* at present. There are enormous holes in the walls, white ants are rapidly eating away roof & flooring, there is not a punkah, which if used, would not fall to bits. The Compound wall has fallen down in many places, there is no gate, & in fact the stables are the only fit place to live in. The Godowns I was informed (& afterwards saw for myself) are in such a state that I could not send the women & children of my servants to them but have been obliged to pay house rent for them in the Town. So taking into consideration the statements I received, & what I saw afterwards for myself, I think I could scarcely be expected to go to it & I think (apart from the expenses I had in consequence) it is most unfair to ask me to pay rent for the Bungalow when I was obliged to take one

Exhibit continued

2415/12

in Nellore (because I was told by everyone I could not possibly go to the Ongole one) & since being obliged to leave Nellore, Mrs. Bridie & I have had no place to live in, & no place for our furniture excepting a small room in the Office. On the top of all this, I am requested to pay rent for a house I have never occupied & which is reported as ~~dang~~ unsafe by two P. W. D. Officers (Mr. Mildred & Mr. Salisbury) I trust that the Executive Engineer will consider my reasons sufficient, & see the unfairness of such a request.

I have etc

(Signed) C. L. Bridie

Camp Botlagadur

14-10-92

True Copy

C.L.Bridie

ag Asst Supt of Police

Dcl S.2
6909/53
Pieces

Exhibit

Memo. No $\frac{602\,N}{17\text{-}1\text{-}93}$ $\frac{2415}{13}$

In reply to letter No 273 dated 21st ult from the Executive Engineer, Nellore Division in the matter of the Bungalow at Ongole for the Assistant Superintendent of Police, the undersigned has the honour to state that Mr Bichi should be called on to pay rent from the date he took up his appointment as Asst Superintendent of Police of the Nellore District, and the Treasury Officer should be asked to recover the amount from his salary.

2. From the letter under reply it appears Mr Bichi, on taking up his appointment did not ask to have the building inspected with a view to deciding whether it was fit for habitation as regards stability, and therefore there appear no reasonable grounds for assuming that at that time, he was under the impression the building was not safe to live in, so he ought to have occupied it & pay the rent for it as it is reserved for the Asst Superintendent of Police

3. The estimate amounting to Rupees 760- forwarded with the Executive Engineer's letter under reference will be sanctioned but as the sum is large in comparison with the value of building, probably the rent will have to be raised.

Signed I. W. Morton
Superintending Engineer
2nd circle

(True Copy)

No $\frac{2025\,F}{28\text{-}1\text{-}93}$

Forwarded to the Treasury Dy Collector

ent from Mr. Bidie Asst. Superintendent
of Police from the next disbursement made
and intimate the same to this Office

(Sgd) H. H. O'Connell
(True Copy) Executive Engineer
Nellore Division

Ref 392/acc (True Copy)
dated 31st Jan. 1893
despd 31st Jan. 1893

Copy communicated to Mr. Bidie Asst Superintendent of Police Nellore, in continuation of this Office No 354 A/acc of 25th January 1893. The amount will be recovered from his pay bill for January 1893, unless refunded to the Treasury at once

Nellore Collector's Office }
31st January 1893 }

(Signed) Ullungiah Naidu
Deputy Collector

PW E.1/~~6900~~
Mar/93

To

The Assistant Superintendent
of Police.
Nellore

True Copy

C. H. Bidie
Asst. Supt. of Police

Exhibit

Extract of Inspection notes of Mr. Hughes Exe Executive Engineer, Nellore Division, for June 1892

7th

2415/14

Asst. Supts Bungalow

The walls of the Bungalow (which does not appear to have been built by this Department) are 2 1/4 thick of rough stone in mud. They are very loosely and imperfectly built but are quite strong enough for the light weight on them. The roof is of tiles on palmyrah couples, except a bit of the Verandah and a sort of Porch which are of recent construction and terraced. The roof timbers look sound enough except a couple of rafters in a verandah room but it must be seen whether the upper part of the wall on which they rest is built in mortar. The walls are full of white ants, and if the woodwork is not protected, the ants will soon make an end of it. The space between rafters is all built up, so that it is impossible to see in what state they are. If they rest on stone in mud this must be removed in short lengths of 1 1/2' depth and built in mortar. The roof need not be taken off, as the couples can be readily propped up. The floors consist of about 2 inches of kunkar in mortar, concrete, through which the white ants come pretty freely. The cemented floors in hallroom & verandah may be left where good but all other floors should be removed, one foot of sand filled in and new floors laid consisting of 4" ordinary concrete, and 2 1/2 inches of cement concrete. The walls are dotted with nail holes and a good portion of them want re-plastering. There was some apprehension that the cracks which have opened in some places between main cross walls indicated a dangerous condition of the walls, but I do not think anything of them.

Stables only require some white-washing etc.

Go-downs. A good deal of roof rotten. It must be taken off & re-built. It would be well at the same time to raise the walls sufficiently to allow 6½ ft height under the collar pieces of the couples.

Besides what has been mentioned, some sundry repairs are required to all the buildings. The Sub-Divisional Officer should submit a complete estimate as soon as possible. —

(True ~~estimate~~ extract)

(Signed) Hugh O'Connell
Ex. Engineer
Nellore Dn

29/3/03 –

(True Copy)

Ch Reddie
Ag Asst Supt of Police

DW 5.8
[illegible]

1903

Exhibit

No 173
3 Enclos

Kandukur Sub Dn Office
Camp: Singarayakonda 3/5/02

From C. Mildred Lewis Asst Engineer
Kandukur Sub Dn

To The Executive Engineer Nellore Division

2415/15

Sir

I have the honour to report that after Mr C. D. [illegible] vacated the Police Bungalow at Ongole, I have thoroughly inspected the building and am now of opinion that it is unsafe and unfit for habitation, my reason being that the walls are liable to collapse at any time. They are built of rough stone in mud 2'-3" thick plastered with chunam. In places where white ants have made their way through the plastering, I have had holes made with a crowbar and find that the centre of the walls consist merely of small loose stones and mud, while the outer portions are of fairly large stones but with no bond through the wall. It appears that the white ants have made their way through the centre of the walls loosening the stone work and destroying the mud, & thus as stated in my former report, the side main walls have fallen away considerably from the perpendicular, having no bond with the partition walls, & being forced out by the weight of the roofing. It seems to me useless to put in more tie rods across the building as the construction of the walls is not sufficiently strong to withstand the pull. The end of one of the existing rods is gradually forcing its way out of the wall.

2. With the walls in such a state it seems to me to be a waste of money to go to the expense of laying down new floors & other repairs, but it is of course left for you to decide.

3. I have taken all necessary notes and measurements of repairs required, so that the Estimate can be submitted at once, if

6/512

for decide on them being carried out

4. The stables and go-downs are in fair order and only require the usual annual repairs.

I have the honor to be
Sir
Your most obedt. Servt.
(Signed) C. Mildred
Assistant Engineer

(True copy)

(Signed) Hugh O'Connell
Executive Engineer
Nellore Division

W E.9
~~6097~~/93
7440

True Copy

C H Bidie
Asst Supdt of Police

No. 4188.

CHIEF OFFICE OF THE INSPECTOR GENERAL OF POLICE,
Madras, 26 July 1893.

2415
16

FROM
Colonel C. A. Porteous
INSPECTOR GENERAL OF POLICE,

TO
THE Chief Secretary
to Government
Ootacamund

SIR,

Enclosures. Ten.

In forwarding the accompanying correspondence from Mr. Bidie, Assistan Superintendent of Police, Ongole, Nellore District, relating to the recovery of rent from him for the public bungalow there for the period for which it wa not occupied by him, I have the honor to request orders of Government for the refund of Rs. 230 paid by him.

2 The Superintending Engineer is appare ly wrong in stating that there wa no D. P. W. opinion on the state of the

house when Mr. Bidie joined the Distri
(Vide Assistant Engineer's letter No.
193 dated 3rd May 1892 Exhibit H)—

I have the honor to be
Sir
Your most obedient Servant

Chas. A. [illegible]

Inspector General of Police

Read upon B

P. W. CURRENT No. 6959

~~Judicial~~ (1893) DEPARTMENT. E. 11 / 7445/93.

FROM

Col. C. A. Porteous
INSPECTOR GENERAL
OF POLICE.

Regd: 10. 8. 93
No. 4188

Dated 26 } July 1893.
Received 28 }
Enc. 10

UNDER SECRETARY
28 JUL 93
No. PUBLIC ETC. DEPTS.

SUBJECT.

Requesting orders of Government for the refund of Rs. 230 rent paid by Mr. Bidie, Assistant Superintendent of Police, Ongole, Nellore District, for the public bungalow there for the period for which it was not occupied by him.

R 31/7 Recd. 2-8
R 31/7

O.S. 2-8

Endorsement No 1318

Transferred to the Public Works Department.

C. Butterworth
Ag. Under Secretary

Ootacamund }
1st Aug 1893 }

To the Public Works Dept.

31/7

ENGINEER'S OFFICE
No. 311 MK
11 AUG 93
P.W.D.
SECOND CIRCLE

No 2851 C d/ 11th August 1893

Referred to the Supdg: Engineer II Circle for remarks.

Ag: Joint Secretary to Govt.
P.W.D.

Superintending Engineer's Office,

No. 340 Mk

II CIRCLE, 2415/18

Dated 28. 8 1893.

From,

J. W. Martin Esquire,
Superintending Engineer,
II Circle.

To,

The Chief Engineer
P. W. Department

Sir,

Recd 11th
10 Enclosures
Copy of I.G.'s letter
1 G.O. Endorsement No 2851C 11-8-93
11

In reply to [illegible] endorsement No. 2851C of 11-8-93 [illegible] letter No. 4188 of 26th July [illegible] the Inspector-General of Police in the matter of refund of the house rent claimed by Mr. Bidie, Assistant Superintendent of Police, I have the honor to explain as follows.

2. There is a Government bungalow at Ongole, Nellore District maintained for a residence for the Assistant Superintendent

of Police Vellore District. Early in May 1892, Mr. Bidie was appointed, Assistant Superintendent of Police Vellore Dist., his immediate predecessor being Mr. C. J. Stuart. Up to the date Mr. Stuart left the District, he occupied the bungalow, but in February 1892, he wrote to the District Superintendent of Police and asked for steps to be taken to get it examined. The Executive Engineer accordingly directed his Assistant Engineer Mr. Mildred, to inspect the bungalow and report on its state. In due course Mr. Mildred inspected it and submitted a report, but as the report was very unfavourable as regards the stability of the building, the Executive Engineer, Mr. Hughes, considered it desirable to make a personal inspection. Accordingly he inspected it early in June and, decided that it was quite safe as

regards

2415/19

regards stability and in reaso fit for occupation, but that some repairs were required - Vide exhibit G accompanying the Enclosures of the Inspector-Genl's letter, and in due course the District Superintendent of Police was informed that the bungalow was fit for occupation and that Mr. Bidie could occupy it. Mr. Bidie, however, never used the Bungalow as a residence.

When

3. Mr. Bidie, when he joined the Vellore District did not write to the Executive Engineer either directly or through the District Superintendent of Police enquiring about the state of the bungalow, and whether it was fit for occupation, and I cannot find from the records that he wrote subsequently at any time, to the Executive Engineer about the building in view to ascertaining whether

it was fit and available for occupation. But in September 1892 the District Superintendent of Police wrote to the Executive Engineer protesting on behalf of Mr Bidie, against paying rent, and in October 1892 Mr Bidie himself wrote, through the Deputy Collector in charge of the Treasury, to the Executive Engineer giving his reasons for considering he should not be asked to pay rent.

4. I gather from the enclosures with the Inspector-General's letter quoted above that Mr Bidie's reasons for not occupying the bungalow are as follow:-

(1) That he was informed by Mr Stuart at Vellore that the Bungalow was uninhabitable, reported on as dangerous by the P.W.D., and had been handed over to that Department for repairs; also that on arrival at Vellore he asked "several people" about the bungalow and

that

that they all told him it was not fit to live in — Vide Exhibit E

(2) That, (apparently sometime in July) he inspected the bungalow and considered it not fit for occupation,

(3) That both Mr Mildred and Mr Salisbury, Supervisor, condemned the building as unsafe.

(a) Regarding (1) I must point out that the building is in charge of the Executive Engineer, and that he is responsible for seeing that it is occupied and the rent collected. In these circumstances, I consider Mr Bidie should have enquired from the Executive Engineer, as soon as he joined the District whether the bungalow was available and fit for occupation; I have already stated above that Mr Bidie did not apply to the Executive Engineer for the bungalow as soon as he arrived at Nellore, nor subsequently. I hold that he was distinctly unwise and wrong to act on the information supplied by Mr Stuart as that officer was not competent to decide whether the bungalow was safe or unsafe, and had no responsibility in the matter. Moreover Mr Stuart was mistaken in his statement that it had been handed over to the D.P.W for repairs.

(b) With reference to (2), I must observe that Mr Bidie did not inspect the bungalow until (apparently) two months after he joined the District, and in any case I do not think the tenant, in the case of official residences, should be allowed to decide whether a building is fit for occupation, for, if the principle is admitted that tenants may decide, there will be endless correspondence about official residences as

as in my experience Officers occupying these buildings are generally most unreasonabl in their demands.

(c) As regards (3), Mr Mildred's report was not approved by the Executive Engineer, and therefore, its substance was not communicate by him (Executive Engineer) to Mr Bidie. It appears, however, that Mr Mildred furnished, (apparently in private conversatio) the substance of his report to Mr Bidie, but I consider the latter should not have accepted it without asking the Executive Engineer whether he approved of it, as he (Mr Bidie) ought to have known that when a local officer of one department requires information from another department, it is usual to obtain it from the local head, (in the present case the Executive Engineer) of the department.

Mr Mildred was not authorized

by the Executive Engineer to communicate the substance of his report to Mr. Bidie. As regards Mr. Salisbury's report I do not consider it condemns the bungalow. On the contrary, I am of opinion that he considered it quite safe as he observes that "If a few necessary repairs "are now carried out the building "can be safely occupied"; and from his letter it is evident that by "necessary repairs" he did not consider these necessary in the sense of making the building safe. I may further add that, I specially asked Mr. O'Connell Executive Engineer, who knew the building well as he was a long time in the Nellore District, and succeeded Mr Hughes in the charge of the Nellore Division, to report whether he considered it was fit for Mr. Bidie to occupy, and he replied as follows "I saw the bungalow when

24 15/22

"I was in Ongole in June 1892 "on Famine duty and consider "that the bungalow was in "reason fit for occupation."

I understand moreover that during the exceptionally heavy rain of last October the roof of the bungalow did not leak.

5. Under the circumstances now stated, I consider that it was not unreasonable to demand rent from Mr. Bidie for the months for which it was claimed. It is unfortunate, of course, for him that he should be called on to pay rent for a house he did not occupy, but I think he has only himself to blame, because if he had written, on arrival at Nellore, to the Executive Engineer, who is the proper officer to address, he would have been told that the bungalow was

available and fit for occupation.

6. Finally with reference to para 2 of the Inspector-General's letter, I may explain that, as the opinion referred to had not been accepted by the responsible officer, namely, the Executive Engineer, I considered I was acting correctly in rejecting it.

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

J. W. Martin
Superintending Engineer
II Circle.

163/2878

P. W. CURRENT No. 7445

No 2857 C d/11. 8-93

From

The Supdt Engineer
2d Circle

To

The Chief Engineer
Public Works Dept

Recd: 30.8.93
Dated 28-8-93
Recd 11

No 340 NL

From,
The Superintending Engineer,
II Circle

To,
The

Dated } 18
Received }

Enclosures.

NO.

SUBJECT.

Mr Bidie Asst Supdt of Police Ongole - Nellore Dist - Returns the Correspondence regarding the rent to be paid by - for the period for which it was not occupied with his remarks -

O.S. 257

2189

P. W. DEPARTMENT.

2455/24

READ the following :—

Endorsement in the Judicial Department on letter from the Inspector General of Police No. 4188 d/26 July 1893 } No. 1318 d/1st August 1893

From the Suptg Engr II Circle No. 340 N.L. d/28 August 1893

FOR ORDERS.

The facts are fully stated in the Suptg: Engineer's letter.

Apparently Mr Bidie should be required to pay rent from the date on which he was informed that the building was fit for occupation (sometime in June 1892 apparently

W

The word "not" should have been written before the word "occupy" in 52's minute vide exhibit H - Mr Hughes inspection notes showed that the house was not fit for occupation & that extensive repairs were required. The rent should be refunded

OWB
2.9.93

2/9

Cu

P. W. DEPARTMENT.

2415/25

READ the following :—

From the Judicial dept. No. 1318 d/ 1st Augt. 1893.

" " Suptg. Engr., II Circle, No. 340 N.E. dated 28th August 1893.

FOR ORDERS.

The word "not" should have been written before the word "occupy" in the Suptg. Engr's Memo No. 5526 dated 6th July 1892 (vide Mr. Bidie's exhibit A). Mr. Hughes' Inspection Notes showed that the house was not fit for occupation and that rather extensive repairs were required.

It is submitted tha the rent recovered from Mr. Bidie should be refunded.

JH
/9.9

I agree
HCO
31 Sep.

Rent for the residence
of the Asst. Supdt. of
[illegible]

From orders

Public Works Department.

№ 2415 W a/s 20. September 1893.

2415/26

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following

From the Inspector General of Police No. 4188 d/ 26th July 1893.
" " Judicial Dept. No. 1318 d/ 1st August 1893.
" " Suptg. Engr., II Circle, No. 340 N.E d/ 28th Augt. 1893.

The rent of Rs 230 recovered from Mr. Bidie will be refunded.

OWB
15.9.93

JH
15-9

To
The Suptg. Engr., II Circle
" Judicial Dept.
" Examiner, P.W. Accounts

DESPATCHED
20 SEP. 93

40—300-23-3-93.

No 2415 W a/ 20 September
1893