

1. Number of pages. *44*
2. Date of repair. *7-5-37*
3. Initials of Referent
M.R.O. 1-20,000-10-10-20.

MADRAS RECORD OFFICE.

Government of Madras.

Public DEPARTMENT.

G.O. No.	<i>1173</i>	~~Press~~ ~~Mis~~
	<i>9-10</i>	
Dated	<i>4-8-</i>	<i>1871.</i>

Not to be folded or roughly handled

(Copy of letter of advice).

No. 13375 of 1867/68. Bombay 12th March 1868.

From

The Executive Commissariat Officer
Presidency.

To

The Collector of Malabar.
Calicut.

Sir

With reference to your letter of the 25th February last No. 455, I have the honor to inform you that of the artisans mentioned in the nominal Roll therewith received in the margin arrived here day by the steamer "Christine".

1. S. Sankar in a til
Antony
2. Sankar in a til
Antony
3. Sankar in a til
Antony
4. Sankar in a til
Antony
5. Sankar in a til
Antony
6. Sankar in a til
Antony

In furtherance of the wishes of the men, I herewith enclose a Family Allowance to enable their families to draw half amount of their husbands' salaries non-batients.

The men state that they have been promised rations from the date they left Calicut. Agreeably to the usage of this Executive they are only entitled to free rations from the date of their embarkation from this Port for Abyssinia. I shall therefore feel obliged by your informing me if you have entered into any arrangement.

arrangement with them respecting this matter, nothing on the subject being mentioned in your letter under reply -

I have &c.

(Signed) Lieutenant
for &c. Comm^r Officer Presidency

Malabar Coll^r's Office
on circuit
Chowghat 26th March 1868.

No 706.

From
The Collector of Malabar.

To
The Executive Commissariat Officer
Bombay.

In reply to your letter of the 12th Instant No 375, I have the honor to state that the men were engaged on the understanding that they were to have free rations, the date of their embarkation from this port. I was not aware of the usage of your Department and not having had any distinct intimation on the point it appeared to me to be reasonable to contract with the men in the manner indicated above.

I have accordingly also supplied the second batch despatched on the 18th with a moola of rice (value Rs 3½) on the Captain of the vessel refusing to take them on board without provisions. I beg

3
beg that you will remit to me at your early convenience this amount as well as the boat hire Rupees one and a half paid for the first batch to take them to the steamer. No charges on account of boat hire have been incurred on the second occasion as the men were carried to the steamer along with some troops who embarked with them.

I have &c.
(Signed) G. A. Ballard
Collector.

No 561 of 1868/69. Bombay 25th April 1868.

From
The Executive Commissariat Officer
Presidency Bombay
To
The Collector of Malabar.

Sir
With reference to the 2nd para of your letter No 706 date d 26th ultimo, I have the honor to enclose copy of one to my address from the Officer Commanding H. M.'s Steamer "Lord Alphonstone" of the 24th Instant from which you will observe that no provisions were shipped on his vessel for the public followers in

in question.

I have 48.

(Signed) T. Phelps. Cap.

For Executive Comm^t Office
Presidency.

- Enclosure -

Bombay 26th April 1868.

No. 8 of 1868/69.

From

Thomas L. R. Carpenter Esq.

Lieut^t late J. R. Commander.

Re: Mr. St^r Lord Alphinstone B. M.

To The Executive Commissariat Office
Presidency.

Sir,

With reference to your letter No. 79 of 1868/69, I have the honor to inform you that the Collector of Malabar in his letter No. 706 of 26th ultimo made a grave mistake in certifying that he had supplied the vessel under my command with any provisions for the six coopers on passage to Bombay, and I beg prominently to bring to your notice that with regard to the extract of the Collector of Malabar's letter forwarded for information that I never refused, but willingly granted a passage to the six coopers en route to join the Abyssinian Expedition.

The

The officer attached to the Quarter Master General's Department at Bepoor casually mentioned that those people were to go to Bombay by the wish of the Collector; but no provisions were shipped nor was any formal intimation of the matter ever given to me.

I have to

(Signed) J. C. Carpenter Esq.

Lieut^t late J. R. Commander

True copy

(Signed) W. Davies Major.

For the Executive Commissariat Office
Presidency.

Calicut 5th May 1868.

No. 1113

From

The Collector of Malabar.

To

The Executive Commissariat Office
Bombay.

Sir

Adverting to your letter of the 25th April 1868 No. 561, I have the honor to inform you that by report from the Superintendent of Sea Customs at Bepoor, a mudda (25 measures or 50 seers) of rice was sent with the 6 coopers despatched to Bombay by the Lord Alphinstone.

I enclose an original letter from the Officer Commanding Calicut, who happened

it happened to be shipping troops at the time.

The rice may, of course, have been made away with by the artisans or by others on board the steamer but it was certainly supplied to the artisans.

I have &c.

(Signed) G. A. Ballard.
Collector.

Calicut 28th September 1868.

No 2905.
From
The Collector of Malabar

To
The Executive Commissioner's Office
Bombay.

Sir

I have the honor to enclose two

petitions, addressed to this Office by the Coopers and Smiths lately despatched from Calicut to serve during the war in Abyssinia.

It appears from their petition that although their Contract was signed on the 25th of February 1868, the day of payment was calculated only from the 28th of that month whereby they have lost 3 days' pay. This I presume has originated in some misconception as to the date of the Contract as on reference

reference I find the date of the Contract be as stated the 25th day of February.

With reference to their statement that during their passage to and from Bombay and during their compulsory stay at that place no ration or batta in lieu of ration was given to them, I beg to observe that I consider their claims to such rations or batta to be only in strict accordance with the terms of their Contract and that they were without doubt entitled to receive ration during that time.

Whether their claims to receive full pay from date of leaving Abyssinia to date of arrival in Calicut be just or not I venture to offer no opinion.

As we have no records in this Office by which we are enabled to judge of the correctness of the statement made by Petitioners, I have forwarded their petition for your disposal.

I have &c.

(Signed) G. A. Ballard.
Collector.

No 162 of 1869/70.

From

The Officer in Charge, Abyssinian Soldiers
Records, Bombay
To The Collector of Malabar

Sir

Adverting to your letter No 2095 of the

in the 28th September 1868, I have the honor to inform you that the adjustment of the pay of the individuals referred to was effected by Major Hewett late in charge Abyssinian Followers from 1st June 1868 only in case of those in health and from 1st May of those returned as Invalids agreeably with the last pay certificates produced by the men as will be perceived from the enclosed statement. I am therefore unable to furnish explanation as to payment made to them for the month of February, 1868 being that stated to have been stipulated for by the Contract, but as the pay of those followers previous to the above date was adjusted by the Commissariat Officer at Goolia, I have applied to the Officer in charge Accounts Goolia Depot for an explanation in reference to the discrepancy pointed out in your 2nd para.

2. As regards the last para but one, I beg to inform you that in compliance with instruction on the subject all public followers who returned from Abyssinia were paid up to date of landing in Bombay, except those who

who were invalids were paid up to date of embarkation at Goolia with one month's gratuity in addition to pay and free passage to their country. This rule was observed in case of followers advertised to in your letter under reply, but if in the Contract referred to by you there was an agreement that the men were entitled to pay up to date of arrival at Calicut which this Department is aware of. I shall, on receiving from an authenticated copy of the Contract referred to, be happy to submit a claim for the additional period if found correct; the date of their landing at Calicut should however be intimated to me.

3. Rations for the voyage to and from Abyssinia were shipped as a rule for all public followers agreeably to the enclosed scale, and it is not possible that an exception could have been made in the case of the followers in question.

4. The claim for rations during their stay in Bombay will be submitted for

for orders on receipt of the information called for in the preceding para, but I may mention that ration for the period the men were in Bombay would have been allowed to them had the condition under which they were engaged been communicated to the Commissariat Department.

I have &c.

(Signed) W. Davies - Major.
for Captain in charge
Abyssinian followers records.

Calicut 8th January 1870.

Let them go
The Collector of Malabar.

The Officer in charge of the
Abyssinian followers - Bombay.

With reference to your letter dated 11th Instant, I have the honor to forward translation of an agreement entered into by ~~the~~ one of the Coopers on his being engaged for service in Abyssinia. The wording of the other 11 agreements is exactly similar to the one now forwarded with the slight alterations noted in the margin.

I request that the pay and allowances

- N^o 162
1. Name of the party
 2. Pay of Cooper - 50 Rs.
Pay of Smith 40 Rs.

allowances of the men may be settled with reference to the terms contained in the agreement and that the petitions forwarded with this Office letter of the 28th September 1868, N^o 2095 may be returned to me with your reply.

I cannot gather from your letter from what date to what date the men were allowed pay and whether the allowances promised to them ~~are~~ ^{are} forth in the Deed have all ~~been~~ ^{been} to them. The men returned to their District on 14th August 1869 and by agreement appear to be entitled to ~~it~~ ^{it} up to that date.

The agreements are all ~~done~~ ^{done} 25th February 1868 except that interpage by Panakal Varid which is ~~done~~ ^{done} 4th March 1868. On comparing the names given in the list which accompanied your letter with those in the deeds, I am led to think that Varid is the person to whom you have assigned N^o 1385. I do not send you the original deeds on the record of this office as they are all in Malayalam.

I have &c.
(Signed) A. M. Webster
As Collector.

No 183 of 1869/70. Calicut 3rd February 1870.

From

The Officer in charge. Abyssinian
Followers' Records -

Bombay -

To

The Collector of Malabar.

Calicut.

Sir

With reference to your letter No 85
of the 8th ultimo, I have the honor to
inform you that the claim for pay
and Batta due to the artisans who are
now at your station was submitted to
the Commissary General supported by
the copy of Contract received with your
letter under reply; a copy of the Com-
missary General's reply is herewith for-
WARDED for your perusal and I shall
be obliged by your informing me whether
it was intended at the time the Con-
tract was entered into that the men
should receive full wages up to the
date of their return to the Station where
they were engaged.

I have &c.

(signed) ——— Captain
In charge. Abyssinian Followers.
Records. Bombay.

-Enclosure -

-Enclosure -

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No 1213 of 1869/70.

Commissary General's Office

Poona 18th February 1870

Letter from the Officer in charge, Abyssinian Followers' Records -

Bombay.

No 187

Dated the 24th January 1870

Subject -

Submitting for instructions
a claim for pay & Batta ^{reply} preferred ^{nothing}
certain Coopers and Blacksmiths ^{usage}
entertained by the Collector was
Malabar in 1868 for service in
Abyssinia &c &c &c.

Reply -

It appears by the copy of the
Contract which accompanied the letter
under reply that in addition to pay,
the

the Coopers and Blacksmiths are
entitled to Boarding and clothing
expenses and ship hire to and
from Abyssinia, but there is nothing
in the Contract to show that they
are entitled to pay up to the date
of their arrival at Calicut. In-
formation is therefore required on
what authority Pay and Boarding
up to the date of return to Calicut
was promised by the Collector of
Malabar, as the conditions speci-
fied in the Contract do not seem
to be clear on these points -

In the absence of the Com-
missary General.
(Signed) A.W. Lucas. Colonel
Deputy Commissary General
(True Copy).

(Signed) ——— Captain
Executive Commissariat Officer.

Calicut 8th March 1870. 15

No 586

From
The Collector of Malabar
To
The Officer in Charge. Abyssinian followers
Bombay.

Sir,
I have the honor to state in reply
to your letter No 185 dated 3rd February 1870
that although it does not appear clearly
so in the Contract, the men undoubtedly
embarked for Abyssinia under the im-
pression that pay up to date of return
to Calicut was guaranteed to them -

The first telegram on the subject
addressed to this office offered simply
monthly pay, rations and warm clothing,
the second promised a return passage
free. Coupling these telegrams it was
concluded that pay and free passage
would be given up to date of return to
this port.

Trusting that no further delay may
occur in adjusting their account

I have &c.
(Signed) A. M. C. Webster.
Collector.

Calicut 6th August 1870.

No 2296

To
The Officer in Charge of the Abyssinian
followers - Bombay.

Sir

Sir, With reference to your letter of 16th June last No 186, I have the honor to state that 25th February 1868 was the actual date of intertainment of all the men except one Varid who was engaged on the 4th March following. Their pay has to be regulated accordingly. As I have already informed you the Contracts were drawn up in the Malayalam language. but as you insist on documentary proof of the date of intertainment of the men I forward the original agreements with translation appended.

* 12 in number.

2. With reference to para 2, I have to observe that in this office letter of the 8th March 1870 No 586, while admitting that the terms of the Contract were not clear as to the date up to which pay was due it was distinctly stated that the men undoubtedly embarked for Abyssinia under the impression that pay up to date of return to Calicut had been guaranteed to them and that the telegrams from Bombay on the subject had led to that impression.

Here.

17
There is no ^{other} documentary evidence to prove the claim, but I beg that on the strength of the statements contained in the letters from this office as to the spirit of the contracts the pay as claimed up to date of arrival at this Port may be passed by the authorities in Bombay. Otherwise the men will suffer from no fault of their own and have a just cause to complain that the contract on the part of Government has not been fulfilled.

3. As to rations I beg to observe that excepting a bag of rice supplied to the second batch of men sent from here to Bombay, no rations of any kind were allowed.

During their stay in Bombay they were entitled to rations under the terms of the contract as explained in this office letter dated 28th September 1868, No 2905. The men admit that they were supplied with provisions on their voyage from Bombay to Madras, but it would appear that during the four days of their compulsory stay at Madras

and

and their journey by rail to Beypore,
no rations were allowed them.

I have now the honor to re-
quest that the arrears of pay and
ration as above detailed for which
an account was furnished to you
with this office letter of the 28th Sep-
tember 1868 may be issued to them
without further delay.

I have &c.

(Signed) A. Macgregor
Collector

No 191 of 1870/71. Bombay 5th September 1870.

From The Officer in Charge
Abyssinian Followers' Records-
Bombay.

To The Collector of Malabar

Sir,
With reference to your letter No 2294
of the 6th ultimo, I have the honor to en-
close herewith a transfer receipt for the
sum of Rs 53-13 - payable to you being
the amount on account of pay due to
the Followers for three days from 25th to
27th February 1868 prior to the date from
which they were paid by the Golla in
Commissariat.

Rs 923-6-6.

19
Commissariat Officer and I beg the favor
of your paying the same to the artisans
and furnishing me with their receipts
in duplicate duly countersigned by you.

2. Regarding the remaining
sum viz Rupees nine hundred and twenty
three, annas six, and pices six being the
amount of their pay up to date of arrival
at your station the matter has been
submitted to the Commissary General of
the Bombay Presidency for reconsideration
and the result will be communicated
to you in due course.

I have &c.

(Signed) W. Davies Major

In charge. Abyssinian Followers' Records

No 199 of 1870/71. Bombay 13th January 1871.

From The Officer in Charge. Abyssinian
Followers' Records- Bombay.

To The Collector of Malabar
Calicut

Sir
With reference to the 2nd para of my
letter No 191 of the 5th September 1870 in reply
to yours No 2294 of the 6th August last re-
garding the balance of pay due to the
artisans up to the date of arrival at
your

your station together with the claim of compensation in lieu of rations for the several broken period, I have the honor to forward for your information copy of Commissary General's memo no 22541 of the 10th Instant.

I have &c.

(Signed). M. W. Willoughby,
Major
In charge Abyssinian Followers' Records - Bombay.

—Enclosure—

no 541 of 1870/71.

Commissary General's Office
Poona 10th January 1871.

Letter from the Officer in Charge Abyssinian Followers' Records.

Bombay no 189 dated 23rd August 1870.

Subject. Relative to pay and compensation in lieu of rations claimed by the Blacksmiths and Coopers entertained at Calicut for Service in Abyssinia.

Reply. The articles of Agreements entered into by the artisans entertained at Calicut, do not show clearly that they are entitled to pay up to the date of arrival at that station, and from para 2 of the letter from the Collector of Malabar no 2294 dated 6th August last it appears that

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that there is no other documentary evidence in support of the claim with this exception, that the men embarked under the impression that pay up to date of return to Calicut had been guaranteed to them; the Controller of Military Accounts is of opinion that the pay claimed on this account is not considered due to them—

2. As regards the claim for compensation in lieu of rations, the Collector of Malabar states in para 3 of his letter above quoted that excepting a bag of rice supplied to the second batch of men sent from Calicut to Bombay, no rations of any kind were allowed, but it is not stated why the rations in kind shipped for the followers at Amree Bay were not drawn by them during the several broken periods, nor is there any documentary proof to show that rations were not drawn by them during the periods stated—save of the dates for which compensation is claimed fall within the period prior to the date of landing at Bombay.

3. Under these circumstances, the Commissary General is unable to re-transmit

re-transmit the claim to the Controller
of Military Accounts for admission-

(signed) H.W. Holland. Colonel
Commissary General -

(True copy).

(signed) M.W. Willoughby. Major
In charge. Abyssinian Followers Records.

(True copies).

Manning

Af. Collector.

(Copy).

25

To.

Her Majesty's Government of India.

Karar executed by Panakal Varid, son of Porunchu of Kottapadi Angadi, Vayalathur, Amshom, Ponani Taluq.

I have agreed to do Cooper's work in Abyssinia on condition of my receiving in addition to boarding and clothing expenses and ship hire to and from Abyssinia, a monthly salary of 50 Rs and have this day received 50 Rs in advance. I engage myself to proceed to Abyssinia, to work under the orders of a person appointed by Government; not to quit the employment without permission, and on failure to be responsible for any loss sustained thereby by Government and to be liable to punishment according to law. I sign this in the presence of the following witnesses -

^{Caticut}
Dated 4th March 1868.

(Signed). Varid.

Witnesses

(Signed). 1. Peon Sheku.

(True Translation).

(- do -) 2. Peracha Kutti.

(Signed). A. Mac. Webster.

Offg. Collector.

(True copy).

Manner of
of Collector.

In a letter from the Collector
of Malabar to the Chief
Secretary to Government
No 60 dated 25 July 1871.

25 July 1871
In P. B. 1871

No: 3.

Copies of

Correspondence, regarding

Abyssinian followers, let

ween the Bombay Govern-

ment & the Collectors of

Malabar

P. 1871. 3.
in P. B. 1871.

Service

Govt. Telegraph Dept.

From Bombay,

Executive Commissariat
Officer.To Cochin (forwarded
Calicut)
Collector.

Please inform whether you can engage for service in Abyssinia skilled coopers nine on fifty; blacksmiths seven on forty; hallalcores fifteen on twenty; and tinmen ten on twenty, five Rupees each per mensem, with free rations and warm clothing, if so, entertain and send them to Bombay by first steamer.

Dated 15th February 1868.

From Bombay.

Executive Commissariat
Officer.To Calicut,
Collector.

Service terminating with campaign, return passage free.

Dated 18th February 1868.

From Bombay

Executive
Commissariat Officer.To Calicut,
Collector.

Engage and despatch by first steamer eight coopers and five smiths, only one month's advance can be given to each artisan, they should be medically examined

In a letter from the Agent
of Malabar to the Chief
Secretary to Government No
2/25 July 1871.

PS. 274 Aug 1/71

See 134 1/71

Sm: 10/2

Copy of the
known mentioned by
David, Cooper - who was
engaged in Abyssinia.

prior to entertainment.

Dated 21st February 1868.

From Bombay To. Calicut
Executive Commissariat Collector.
Officer.

Abyssinian expedition having terminated, no smiths will now be required - ^{at} ^{corps advance.}
Dated 2nd May 1868.

(True copies).

Chambers

Malabar Collector's Office
Calicut 28th July 1871.

No 60.

From
J. G. Hannington Esqre
Asst. Collector of Malabar
To
W. Huddleston Esqre
Asst. Chief Secretary to Government.
Fort Saint George.

Sir,
In February 1868, 9 Coopers and 3 Smiths
were engaged for service in Abyssinia under
instructions from the Government of Bombay
(vide copies of Telegrams enclosed).

The annexed translation of the Contract
executed by one of these men before the
Assistant Collector at Calicut shows that
pay with free rations and warm clothing
and free return passage were guaranteed to
them. The terms of the Contract entered into
by the rest were similar.

The men on their return in September
1868, petitioned the Collector that no
ration was allowed them during their
voyage to and from Bombay and during
their compulsory stay there, and that full
pay was not given them from the date of
their leaving Abyssinia to the date of
their arrival at Calicut. The claim
amounts to Rs 923-6-6.

A

In a letter from the Acting
Collector of Malabar to the
Asst Chief Secretary to Govern-
ment No 60 of 25th July 1871.

MS. 274 Aug 1871
In 13 July
In: No 1

Copies of Telegrams received
from the Bombay authorities
regarding the despatch of
Coopers & Smiths -

A reference to the Bombay authorities on the subject led to a series of correspondence for nearly 3 years which ended in an intimation by the Officer in charge of the Abyssinian followers in Bombay, that the balance of pay claimed was not considered due in the absence of any documentary evidence to prove the claim, and that there was no documentary proof to show that rations claimed were not drawn by the men.

* Copies of some of the principal letters are enclosed).

The Bombay Authorities seem to be of opinion that the terms of the Contract do not provide for any pay being allowed to the men after their leaving Abyssinia.

And this opinion is adhered to in spite of the distinct statement of the collector that the men embarked on the clear understanding that pay and rations would be allowed them up to the date of their return to Balicuts.

Under these circumstances, I have the honor to bring the matter to the notice of Government with the hope that steps may be taken to have the amount claimed (and as I consider justly claimed) paid.

paid to them.

33
Surely no better expositors of the terms of the Contracts can be brought forward than the contractor and contractor, in this case the Assistant Collector, and the Coopers; and when both these agree that the terms of the Contract were, that pay should be received up to date of return to place of execution of Contract, I cannot see how the terms can be construed in any other manner. I do not consider that this is an unsubstantial plea of the strict terms of the Contract deed should be advanced, when in equity, the men are entitled to their pay and allowances beyond all doubt.

I have the honor to be
Sir

Your Most Obedient Servant

James P. P.
Assistant

Public Department

1873.

The Secretary to the Government
of Bombay.

Sir,

I am directed by
His Excellency in Council
to submit for the consider-
ation of the Bombay Go-
-vernment the enclosed
copy of the correspondence
which has passed between
the Collector of Malabar
and the Bombay Commis-
-sariat Department re-
-lative to certain claims
preferred by artizans en-
-rolled by the Collector

1871. Public Dept

To the Collector of Malabar

5 The Chief Secy to Govt
Fort St. George

Dated 25th July 1871
Recd 1st Aug 1871

10/60
10/60
Enc: 3

Recommending that pay
and allowances still due
to the Sepoys and Sanitary
engaged for service in
Mysore may be paid.

in 1868 on behalf of
the Bombay Govt. for
service in Abyssinia.

The claim amounts
to Rs 923, and is on ac-
count of rations claimed
by the men during their
voyage to and from
Bombay, and during
their compulsory stay
there, and for full pay,
from the date of their
leaving Abyssinia to
the date of their return
to Calcutta.

The Commissariat
Department of Bombay,
have decided that the
balance of pay claimed
is not supported by

documentary evidence,
and that there is no do-
-cumentary evidence to
show that the rations
claimed were not drawn
by the men.

The documentary
evidence consists of the
telegraphic despatches
sent by the Commis-
-ariat Department au-
-thorizing the engage-
-ment of the artisans
and the form of agree-
-ment entered upon by
the Collector of the Ma-
-labar District with
the artisans in question.

By the first
telegram (18th February

1868)

1868) the terms offered
are, besides salary, ~~for~~
~~rations and warm clo-~~
~~-thing~~, regarding the
rate of which there is
no dispute, free rations
and warm clothing.

By a second telegram
dated 18th February,
it is stated that service
terminates with campaign
- return passage free.

Relying on these
telegrams, and on the
artisans having no docu-
-ments proving that they
did not draw the ra-
-tions in dispute, the
Commisariat ^{Dept} decline
to give any salary on
the return journey from
Abysinia, or to grant

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any compensation on
account of rations.

His Excellency the
Governor in Council
considers that the most
important documentary
evidence for an equitable
decision of the case, is
the actual contract en-
-tered upon by the Col-
-lector with the artisans.
According to this deed
the terms are - "in addi-
-tion to boarding and
clothing expenses, and
ship hire to and from
Abysinia a monthly
salary of 50 Rs" &c.
Even if it is con-
-tended that this does
not entirely support
the

the claim, His Excellency would strongly call attention to the interpretation put upon the contract by the Collector of Malabar, the official who was, on behalf of the Bombay Govt., a party to the contract. That officer clearly states what was his intention in making terms with the artisans, and that he engaged them on the clear understanding that pay and rations would be allowed them up to the date of their return to Calicut. His Excellency in Council is of opinion that there would be no advantage

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advantage in discussing whether the terms made by the Collector of Malabar are in exact accordance with the intentions of the Bombay Commisariat department, conveyed in short telegraphic messages liable to misinterpretation. There can be no doubt as to the terms under which the artisans were engaged, and His Excellency in Council trusts that His Excellency the Governor of Bombay in Council will issue such orders as may appear necessary to overcome the departmental objection

objection to the payment
of this claim.

His Excellency
in Council has no doubt
of its equity, and con-
siders it of the greatest
importance that no im-
pression of bad faith
should be created by
withholding a payment
justly due, on the ground
that an agreement en-
tered upon by the
Chief official of the
District has not in ac-
cordance with some
Commissioner's Depart-
mental Rule with which
none of the contracting
parties

parties were acquainted.

Cotacaima
4 August 1878

Copy to Colls of Malabar 4th 1878

Pub: 1871 Sept 16

Pro: of port 11
of 4 ing 11/71

No 1173

25-10