Revenue Department

Minutes of Consultation

18th May 1858

Bach no 3 x 4

Order no 6267 / 12th May 1858

செப்பனிடுபவர் பெயர் S. மாணிக்கம்
செப்பனிடுவதற்காக எடுத்துக் கொள்ளப்பட்ட நாள் 07/08
செப்பனிட்டு முடித்த நாள் 10/08
பரிசோதிக்கும் ஆராய்ச்சி உதவியாளர்
மு. நி. பா. ஏ.
கையொப்பம்

1 3+4

1

Fort Saint George, Revenue Consultation of 18th May 1858.

No. 3. Read the following Extract from the Minutes of Consultation in the Military Department under date the 13th April 1858, No. 1252.

Read Extract Minutes of Consultation in the Revenue Department.

Referring the explanation of the Acting Collector of Masulipatam, regarding the impressment of carts, for transmission to the Commissary General, who will report the terms under which one Seetiah Naidoo contracts to supply the Commissariat with carriage, with particular reference to the assertion that he is subject to no penalties for breach of engagement. (Here enter 20th February 1858, No. 224.)

Refered to the Commissary General.

23rd February 1858.

From the Commissary General, 8th April 1858, No. 51; to the Secretary to Government Military Department.

SIR,

Agreeably to the orders of Government conveyed in Extract* from the Minutes of Consultation, No. 224, in the Revenue Department and referred to me for Report through the Military Department on the 23rd February, I have now the honor to submit a full and detailed explanation from Captain C. W. S. Young, Sub Assistant Commissary General, who succeeded Captain H. M. Fergusson in the Department in the Northern Division upon the two points noticed in the Minutes of Consultation, viz. First—regarding the non-insertion of any penalty for breach of engagement in the Contract Bond, and Secondly—the inference that the Commissariat Officer having a Contractor at command has nevertheless sought assistance from the Collector.

* *Dated 20th February* 1858.

No. 1614, *dated 12th March* 1858.

These two points, and in fact the whole subject connected with the impressment of Carts having been ably handled and as it appears to me satisfactorily disposed of by Captain C. W. S. Young, leaves me room merely to state that in none of the Contract Bonds for hired Cattle at Madras, Secunderabad, Kamptee or Masulipatam, that have ever been drawn up since the formation of the Commissariat in the year 1810, is there a clause inserted, or penalty attached, for short delays in furnishing Carriage by the Contractors whenever called upon to do so, but ample security is however taken and the Bonds stringently drawn up, whereby Contractors failing in their undertakings forfeit the Securities lodged by them, and which the Department has the power of enforcing and annulling the Contract if a necessity exists for such a procedure.

It occurred to me however a short time ago, that it would be advantageous for the interest of the Public Service and safety of the Department, were fines levied on Contractors for delays in the supply of carriage whithin certain defined periods, which Government will see is about to be introduced in the fresh Contract Bond to be drawn up at Masulipatam, and will be extended to the other Stations also, where carriage Contract exist, as opportunities offer.

From the Sub-Assistant Commissary General, Masulipatam, 12th March 1858, No. 1614; to the Commissary General of the Army, Madras.

SIR,

I have the honor to acknowledge the receipt of your letter No. 6544, requesting me to forward a full report with reference to the orders of Government contained in an enclosed Extract from Minutes of Consultation, No. 224, of 20th February 1858.

Dated 4th March 1858.

2. The terms of the Contract made on the 24th July 1849, by this Department, with Rajah Nagannah Naidoo Bahader are, that all public carriage required by the Regulations of the service to be furnished by Government shall be supplied by him on a certain number of days notice

viz. after 6 days notice 150 Carts, 150 Draught Bullocks and 500 Carriage Bullocks, and on a further notice of 15 days any number of each required—no penalties for non-fulfilment are stated, but the Rajah's Purganah of Goodoor was pledged by him as a token of his intention to carry out the Contract faithfully. On the attachment by Government of this Purganah, the Rajah on reference, made over his Zemindari Estates of Wulloor Samut and Wasantawada in lieu of the former, and they at present are pledged to this Department, as a security for the fulfilment of his engagements.

3. The Collector of Masulipatam, from the tenor of his letter of the 12th January 1858, does not appear to be aware of the distinction between public and private carriage, but confuses them together and considers that the Contractor, through the Commissariat Department, is bound to supply both—this is not the case, for as stated before, the Contractor is only bound to furnish all carriage authorized by the General Orders of Government, to be drawn on Indent and supplied for the transpot of Government Stores and Equipments of European and Native Corps and designated as public carriage. All other requisitions for carriage are made direct to the Civil authorities who are bound by paras. 14 to 17, No. 166, of G. O. G. 27th May 1856, to attend to them. This point was explained on the 17th September 1857, by Captain Fergusson, at the request of Mr. Knox, yet it will be seen that he has on this point taken very erroneous views of the Contactor's engagements and brought forward Statements which by the above explanation must fall to the ground.

4. The records of this Office only shew that one application was made by this Department to Mr. Knox, to impress Bandies as stated in Para. 4 of his letter dated 12th January 1858, and then only because the demand on the Contractor was greater than usual—Mr. Knox's Statement in this same Para. that "Impress for him alone and deliver to him or to his Agents" is contradictory to his letter to Captain Fergusson, No. 474, dated 24th November 1857, in which he states that "I shall not make any distinction in favor of your Contractor"—in the one the Contractor or Agent is acknowledged, and in the other repudiated.

5. With regard to Mr. Knox's Statement that many Cart drivers asserted they were engaged by the Contractor thereby throwing an impediment in his impressment of Carts, I am confident that had this been reported officially to Captain Fergusson, an arrangement would have at once been made to stop such a practice. The answers to Mr. Knox's queries in this Para. are 1st, that the Contractor has always supplied the Commissariat Officer until interfered with, and 2nd, The Contractor being able to do his own work does not require the aid of Peons unless previously asked for.

6. The Statement of Mr. Knox, that the Contract is one-sided from the non-insertion of any penalties is no doubt correct, and is to be rectified by the insertion of a fixed fine for breach of engagement, but the Rajah is not bound to supply Sepoys families or Europeans with private Carriage, nor does the Commissariat Officer apply to the Collector for them—for the same reason the Contractor as stated in para. 7, did not furnish the 80 Bandies he had in his possession, because he kept them for the provision of any sudden demand for public carriage that might be made on him and not for any other reason known to this Department. I am at a loss to understand the meaning of the term "energetically" made use of by Mr. Knox in para. 8, unless it means that the Officer Commanding the Head Quarter Wing of H. M.'s Royals pressed the Bandies himself, which no Commanding Officer has the power to do,—this appears to be the case, as the Collector's Peons did not press them, and it is well known that Bandy people will not come of their own accord—Moreover it appears that the Collector knowing these 80 Bandies belonged to the Contractor was the means of their being seized and thereby impressed for one Department to the prejudice of another.

7. The principle asserted in Mr. Knox's letter to Captain Fergusson, and afterwards referred to in his present letter, appears to be both applicable to the Commanding Officer who prefers routine, and also to me who acts energetically, as the result of both would be fatal to the Contractor, inasmuch as his bandies would be seized at the suggestion of the Collector in the one case, and by his Peons in the other.

8. With regard to para. 9 of Mr. Knox's letter, I have issued orders that each Cartman engaged by the Contractor shall have in his possession a paper with the Rajahs' Seal on it as a proof that they are so engaged, which will no doubt put a stop to what is here complained of.

9. I have perused the correspondence which has passed between your Office and the Northern Division, regarding the defective state of the Contractor's bond, and shall at once make arrangements with the Rajah to have a fresh one executed, in which all the essential points adverted to in the above correspondence shall be entered, and due provision made for penalties by fine on a breach of engagement.

Communicated to the Revenue Department.

(True Extract and Copies.)

(Signed) C. A. BROWNE, Colonel,
Secretary to Government.

No. 4. ORDER THEREON, No. 626; dated 12th March 1858.

With a letter dated 10th December last, the Commissary General submitted, through the Military Department, copy of a correspondence between the Sub-Assistant Commissary General at Masulipatam, and the Acting Collector of that District, relative to the impressment, by the latter, of carts which had been engaged by the Commissariat Contractor; and the Government, in Extract from the Minutes of Consultation of the 23d idem, requested the Board of Revenue to issue instructions to the Acting Collector, not to press bandies engaged for the use of the Commissariat Department. In acknowledging this order, the Acting Collector represented* the difficulties which he experienced in procuring carriage, consequent on every cart owner asserting, on being pressed, that he was already engaged by the Commissariat Contractor, and thus securing time to escape before enquiry could be made into the truth of the assertion. He also stated that, owing to the absence of any clause in the contract with the Commissariat by which a penalty could be inflicted for breach of engagement, the Contractor evaded the supply of carts whenever it suited him to do so, and that, on such occasions, he had to procure the carts required. Upon this the Commissary General was called† upon, through the Military Department, to ascertain and report the terms under which the Contractor supplies the Commissariat with carriage, with special reference to the allegation of the Collector that he is subject to no penalties for breach of engagement; and this report is furnished with the Extract from the Minutes of Consultation in the Military Department above recorded.

* *12th January* 1858 *and submitted by the Board of Revenue with their Proceedings of the 29th idem No.* 415.

†*Ex. Min. Cons. 20th Feb.* 1858, *No.* 224.

2. As regards the main point alleged by the Acting Collector, viz. that the Contractor is not liable to a penalty for breach of engagement, it is stated that although there is no provision in the contract bond by which a penalty could be inflicted in case of short delay in furnishing carriage, its terms are sufficiently stringent to enable the Department to enforce the forfeiture of the securities lodged by the Contractor, in case of non-fulfilment of his engagements. It is however intimated that a fresh contract bond is about to be drawn up, in which provision will be made for levying fines for delay in the supply of carriage within certain defined periods.

3. With regard to the allegation that the Contractor supplies carriage, only when it suits him to do so, the Sub-Assistant Commissary General at Masulipatam points out (para. 3) that this statement is founded on an erroneous view of the duty of the Contractor, who is bound only to furnish carriage, authorized by the General Orders of Government, for the transport of Government stores and equipments of European and Native Corps, and designated as public carriage; all other requisitions for carriage being made to the Civil Authorities, who are bound to attend to them by General Orders Government 27th May 1856‡ No. 166. With reference to the impediment alleged to be experienced by the Acting Collector in providing carriage, arising from the statement of the cart owners that they are already engaged, the Sub-Assistant Commissary General states (para. 8) that he has issued instructions which will remove any cause of complaint on this score.

‡ *Paras.* 14 *to* 17.

Fort Saint George, Revenue Consultation of 18th May 1858.

4. The Government are of opinion that the information furnished by the Sub-Assistant Commissary General at Masulipatam, on the points adverted to, and the changes which have been made in the arrangements with the Contractor, consequent on the Acting Collector's representations, show that the latter officer's statements were fully borne out by facts. They resolve to direct that the Board of Revenue will instruct the Collector to carry out the orders conveyed in Extract from the Minutes of Consultation of the 23d December 1857, No. 1347.

(Signed) W. H. BAYLEY,
Acting Secretary to Government.

MILITARY DEPARTMENT.

No. 1252.

Extract from the Minutes of Consultation, 13th April 1858.

Read Extract Minutes of Consultation in the Revenue Department.

Referring the explanation of the Acting Collector of Masulipatam, regarding the imppressment of carts, for transmission to the Commissary General, who will report the terms under which one Seetiah Naidoo contracts to supply the Commissariat with carriage, with particular reference to the assertion that he is subject to no penalties for breach of engagement. } Here enter 20th February 1858, No. 224.

Referred to the Commissary General.

23rd February 1858.

From the Commissary General, 8th April 1858. No. 51; to the Secretary to Government, Military Department.

Agreeably to the orders of Government conveyed in Extract* from Minutes of Consultation, No. 224, in the Revenue Department, and referred to me for Report through the Military Department on the 23rd February, I have now the honor to submit a full and detailed explanation from Captain C. W. S. Young, Sub Assistant Commissary General, who succeeded Captain H. M. Fergusson in the Department in the Northern Division upon the two points noticed in the Minutes of Consultation, viz. First—regarding the non-insertion of any penalty for breach of engagement in the Contract Bond, and Secondly—the inference that the Commissariat Officer having a Contractor at command has nevertheless sought assistance from the Collector.

dated 20th February 1858.

No. 1614, dated 12th March 1858.

These two points, and in fact the whole subject connected with the impressment of Carts having been ably handled and as it appears to me, satisfactorily disposed of by Captain C. W. S. Young, leaves me room merely to state that in none of the Contract Bonds for hired Cattle at Madras, Secunderabad, Kamptee or Masulipatam, that have ever been drawn up since the formation of the Commissariat in the year 1810, is there a clause inserted, or penalty attached, for short delays in furnishing Carriage by the Contractors whenever called upon to do so, but ample security is however taken and the Bonds stringently drawn up, whereby Contractors failing in their undertakings forfeit the Securities lodged by them, and which the Department has the power of enforcing and annulling the Contract if a necessity exists for such a procedure.

It occurred to me however a short time ago, that it would be advantageous for the interest of the Public service and safety of the Department, were fines levied on Contractors for delays in the supply of carriage within certain defined periods, which Government will see is about to be introduced in the fresh Contract Bond to be drawn up at Masulipatam, and will be extended to the other Stations also, where carriage Contracts exist, as opportunities offer.

From the Sub Assistant Commissary General, Masulipatam, 12th March 1858, No. 1614; to the Commissary General of the Army, Madras.

I have the honor to acknowledge the receipt of your letter No. 6544, requesting me to forward a full report with reference to the orders of Government contained in an enclosed Extract from Minutes of Consultation, No. 224, of 20th February 1858.

dated 4th March 1858.

2. The terms of the Contract made on the 24th July 1849, by this Department, with Rajah Nagannah Naidoo Bahader are, that all public carriage required by the Regulations of the service to be furnished by Government shall be supplied by him on a certain number of days notice viz. after 6 days notice 150 Carts, 150 Draught Bullocks and 500 Carriage Bullocks, and on a further notice of 15 days any number of each required—no penalties for non-fulfilment are stated.

but the Rajah's Purganah of Goodoor was pledged by him as a token of his intention to carry out the Contract faithfully. On the attachment by Government of this Purganah, the Rajah on reference, made over his Zemindari Estates of Wulloor Samut and Wasautawada in lieu of the former, and they at present are pledged to this Department, as a security for the fulfilment of his engagements.

3. The Collector of Masulipatam, from the tenor of his letter of the 12th January 1858, does not appear to be aware of the distinction between public and private carriage, but confuses them together and considers that the Contractor, through the Commissariat Department, is bound to supply both—this is not the case, for as stated before, the Contractor is only bound to furnish all carriage authorized by the General Orders of Government to be drawn on Indent and supplied for the transport of Government Stores and Equipments of European and Native Corps and designated as public carriage. All other requisitions for carriage are made direct to the Civil authorities who are bound by Paras. 14 to 17, No. 166, of G. O. G. 27th May 1856, to attend to them. This point was explained on the 17th September 1857, by Captain Fergusson, at the request of Mr. Knox, yet it will be seen that he has on this point taken very erroneous views of the Contractor's engagements and brought forward Statements which by the above explanation must fall to the ground.

4. The records of this Office only shew that one application was made by this Department to Mr. Knox, to impress Bandies as stated in Para. 4 of his letter dated 12th January 1858, and then only because the demand on the Contractor was greater than usual—Mr. Knox's Statement in this same Para. that "Impress for him alone and deliver to him or to his Agents" is contradictory to his letter to Captain Fergusson, No. 474, dated 24th November 1857, in which he states that "I shall not make any distinction in favor of your Contractor"—in the one the Contractor or Agent is acknowledged, and in the other repudiated.

5. With regard to Mr. Knox's Statement that many Cart drivers asserted they were engaged by the Contractor thereby throwing an impediment in his impressment of Carts, I am confident that had this been reported officially to Captain Fergusson, an arrangement would have at once been made to stop such a practice.—The answers to Mr. Knox's queries in this Para. are 1st, that the Contractor has always supplied the Commissariat Officer until interfered with, and 2nd, The Contractor being able to do his own work does not require the aid of Peons unless previously asked for.

6. The Statement of Mr. Knox, that the Contract is one sided from the non-insertion of any penalties is no doubt correct, and is to be rectified by the insertion of a fixed fine for breach of engagement, but the Rajah is not bound to supply Sepoys families or Europeans with private Carriage, nor does the Commissariat Officer apply to the Collector for them—for the same reason the Contractor as stated in Para. 7, did not furnish the 80 Bandies he had in his possession, because he kept them for the provision of any sudden demand for public carriage that might be made on him and not for any other reason known to this Department. I am at a loss to understand the meaning of the term "energetically" made use of by Mr. Knox in Para. 8, unless it means that the Officer Commanding the Head Quarter Wing of H. M's. Royals pressed the Bandies himself, which no Commanding Officer has the power to do,—this appears to be the case, as the Collector's Peons did not press them, and it is well known that Bandy people will not come of their own accord—Moreover it appears that the Collector knowing these 80 Bandies belonged to the Contractor was the means of their being seized and thereby impressed for one Department to the prejudice of another.

7. The principle asserted in Mr. Knox's letter to Captain Fergusson, and afterwards referred to in his present letter, appears to be both applicable to the Commanding Officer who prefers routine, and also to me who acts energetically, as the result of both would be fatal to the Contractor, in asmuch as his bandies would be seized at the suggestion of the Collector in the one case, and by his Peons in the other.

8. With regard to Para. 9 of Mr. Knox's letter, I have issued orders that each Cartman engaged by the Contractor shall have in his possession a paper with the Rajahs' Seal on it as a proof that they are so engaged, which will no doubt put a stop to what is here complained of.

4 3+4 9

9. I have perused the correspondence which has passed between your Office and the Northern Division, regarding the defective state of the Contractors' bond, and shall at once make arrangements with the Rajah to have a fresh one executed, in which all the essential points adverted to in the above correspondence shall be entered, and due provision made for penalties by fine on a breach of engagement.

Communicated to the Revenue Department.

(True Extract and Copies.)

Secretary to Government.

To the Revenue Department. *With 2 spare Copies.*

Exd. J. E. Cashart.

From the Minutes of Consultation

5 3+4 Ad.c 6

A:626

Extract from the Minutes of Consultation

Under date the 12th May April, 1858.

Read the following

Extract from the Minutes of Cons.

in the Military Department.

Received 13th April 1858 N:1252

With a letter dated

10th December last, the Com-

missary General submitted,

through the Military Department,

copy of a correspondence between

the Sub Assistant Commissary

General at Masulipatam and

the Acting Collector of that

District, relative to the impress-

ment, by the latter, of carts

which had been engaged by the

Commissariat Contractor, and

the Government, in Extract

from the Minutes of Consultation

of

of the 25th idem, requested the
Board of Revenue to issue
instructions to the Acting Collector,
not to prosecute parties engaged
for the use of the Commissariat
Department. In acknowledging
this order, the Acting Collector
represented the difficulties which
he experienced in procuring
carriage, consequent on every
cart owner asserting, on being
prosed, that he was already
engaged by the Commissariat
Contractor, and thus securing
time to escape before enquiry
could be made into the truth
of the assertion. He also stated
that, owing to the absence of
any clause in the Contract with the Commissariat
by which a penalty could be
inflicted for breach of engagement,
the Contractor evaded the supply
of carts whenever it suited
him to do so; and that, on
such

+ 12th January 1858 & submitted by the Board of Rev. with their Proceedings of the 29th idem No 415.

+ Ext. M.C. 20th July 1858 No 224.

6 3+4

such occasions, he had to
procure the carts required.
Upon this the Commissary
General was called upon,
through the Military Depart.,
to ascertain and report the
terms under which the Contrac-
tor supplies the Commissariat
with carriage, with special
reference to the allegation of
the Collector that he is subject
to no penalties for breach of
engagement; and this report
is furnished with the Extract
from the Minutes of Cons. in the
Military Department above
recorded.

As regards the
main point alleged by the
Acting Collector, viz. that the
Contractor is not liable to a
penalty for breach of engage-
ment, it is stated that
although there is no provision

in the contract bond by which a penalty could be inflicted in case of short delay in furnishing carriage, its terms are sufficiently stringent to enable the Depot to enforce the forfeiture of the securities lodged by the Contractor, in case of non-fulfilment of his engagements. It is however intimated that a fresh contract bond is about to be drawn up, in which provision will be made for levying fines for delay in the supply of carriage within certain defined periods.

With regard to the allegation that the Contractor supplies carriage, only when it suits him to do so, the Sub Assistant Commissary General at Masulipatam points out (para 3) that this statement is

4

34

is founded on an erroneous view of the duty of the Contractor, who is bound only to furnish carriage, authorized by the General Order of Government for the transport of Government stores and equipments of European and Native Corps, and designated as public carriage; all other requisitions for carriage being made to the Civil Authorities who are bound to attend to them by G.O.G. 27th May 1856 No 166. With reference to the impediment alleged to be experienced by the Acting Collector in providing carriage, arising from the statement of the contractors that they are already engaged, the Sub Asst Commissary General states (para 8) that he has issued instructions which will remove any cause of complaint on this

† Paras 4 to 7.

8344

Revenue 1858 Dep.t
Dy. to Cons. 18th May

No 626
Extract Mins. of Cons.
Dy 12th May 58.

1

Directing that the Board of Revenue will instruct the acting Collector of Masulipatam to carry out the orders conveyed in Extract Mins. of Consultation of the 23d December 1857. No 1347, not to press Inhabitants engaged by the Commissariat Contractors.

No 344.

Ext. Cons. 18 May

Their Secy.

The Government are of opinion that the information furnished by the Sub Asst. Commissary General at Masulipatam, on the points adverted to, and the Charges which have been made in the communications of the Contractors, complained of, is perfectly satisfactory. They resolve to direct that the Board of Revenue will instruct the acting Collector of that District to carry out the orders conveyed in Extract from the Minutes of Consultation of the 23d December 1857 No 1347.

H Stokes Esq. Secy. Board of Rev. Cuddapah
A. Bailey Esq. Cuddapah