al & Munl. (1895) Department.

MISCELLANEOUS.

G.O., No. 1020 M

DATED 26th June 1895.

[Despatch Abstract.]

Petition.

Informing Rajagopal Nayudu late brick contractor Trichinopoly, that the Government sees no reason to interfere with the action of the Sanitary Engineer in the matter of the claim made by the petitioner for the less of laterials sustained by him.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Da

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4 February 95.

To Trichinopoly.

J. A. Jones Esq.
Sanitary Engineer to Government
of Madras.

The humble petition of K. Rajagopal Naidu sheweth as follows:-

Most Honored Sir,

I was originally the Contractor to supply bricks for the Head works and then in addition supplying all the materials required for the same in the beginning; then after the advent of Mr. Ellayalwar Naidu I had my original work and those the supplies which the other was not able to do. For the same it was arranged that I should be within the premises of the work site where permission was granted to me to have sheds erected for myself and for my work and kilns. For the latter permission was got for me to make use of the earth of the embankment from the P.W.D. During the time I was supplying materials for the Head works and Sril pumping station, all those which were not required by the Engineer for the then use of the works, I have stored in the premises itself as I was promised that they would be taken whenever wanted by the Engineer.

In this manner I have stored timber,

Teak timber, planks, piles and second class bricks the latter to be used for the Drivers quarters to be erected and Raw bricks, and all my sundry articles of the work and my domestic articles. All these have been washed away by the late floods of November 1893. I and my family people and workmen had a very narrow escape from being carried away by the floods. All these were known to you and to the chief Engineer when you came on inspection for the last time to this place. Everything has been washed away and I have submitted a list of my damages through the late Engineer in charge. The Compensation was allowed to the Carpenters and Blacksmiths alone and not to me by the Acting Sanitary Engineer, during your absence on leave. The whole Correspondence lies in your honor office about my Case. The Correspondence I humbly beg to refer your honor is as follows. 2766/21.12.93 and 894/23.4.94, 1281/7.6.94, 1776/9.8.94 of the acting Sanitary Engineer. As I could not afford to loose even a pie not being born rich, I humbly beg of your honor to dispose of Case as deserves, as speedily as possible, as I have been waiting all along for your honor's arrival without any work, being spoiled by all means

yours most obediently.

(Sd) K. Rajagopaul Naidu
Contractor W. W. S.
Trichinopoly.

(True Copy)

Sanitary Engineer to Govt.

Enclosure to letter No. 1594 of 1895

1895

From

The Contractor, Water Works,
Trichinopoly.

To

The Sanitary Engineer
to Government.

Dated 4th February 1895

Subject

Requesting to dispose of his case at an early date regarding compensation claimed for the articles washed away by the late floods of November '93 at Trichinopoly.

660

True Copy

Sanitary Engineer to Govt.

S. R. Rajagopaul Naidu
Contractor

1594 11

"	300	Palet board, teakwood — 300=12"-8"×$\frac{5}{8}$	10	"	"	100	30	"	"
"	60 C.yds	Fire wood for engine	1	8	"	C.yd.	90	"	"
	350 C.ft.	Teakwood, small pieces	2	5	8	C.ft.	82	8	"
1060 19.10.93	45000	Endorsement stock. 2nd class bricks for drivers quarters	6	"	"	1000	270	"	"
"	15000	— " — Half bricks	4	"	"	"	60	"	"
12.10.92 204 Personal order	483 Paras	2.B. Surki in stock, temporary store shed	"	2	"	Para	60	6	"
474 25-8-92	3	Large 100 feet shed	40	"	"	Each	120	"	"
"	3	Small 60 ft. shed	20	"	"	"	60	"	"
Personal	15	Iron mamooties &c	"	14	"	"	13	2	"
"	6	Iron cutting trees, Kodallies	"	12	"	"	4	8	"
"	4	— " — hand hachet	"	12	"	"	3	"	"
	8	Mould bench	"	11	"	"	5	8	"
	3	Kilns including brick walls.	20	"	"	"	60	"	"
	12	Empty bottles for oil supply	"	1	"	"	"	12	
	2	Spring lamps	1	"	"	"	2	"	"
	10	Large coir rope	1	"	"	"	10	"	"
773 20-7-93	60000	Ground moulded raw bricks	2	"	"	1000	120	"	"
	9	Stone hammer	"	10	"	Each	5	2	"
	1 lb	Glue	"	8	"	"	"	8	"
	1 lb	French nail	"	3	"	"	"	3	"
		Thin rope					1	8	"
	2	Padlocks	"	7	6	"	"	15	"
	1	Bandy harness settled					57	"	"

Engineer's order date and number	Quantity of articles	List showing the loss of materials from K. Rajagopaul Naidu by the flood of 23rd November 1893. Detail of articles. (24.1.94) and 12.12.93.	Local rate and per item.				Amount			Total.		
			Rs	a	p	Per	Rs	a	p	Rs	a	p
27.2.93.	32 C.ft.	Teakwood piles for trench — 8= 16·12·3	2	10		C.ft.	84	"	"			
"	20 "	Yellow Rangoon wood piles — 5=16·12·3	2	"	"		40	"	"			
722 6.7.93		Store & wood shed, hip rafter — 2=15½·$\frac{5}{12}$·$\frac{2}{3}$										
"	27 C.ft	— do — rafter — 13=10¾·$\frac{4}{4}$·$\frac{1}{3}$	2	9	3		69	10	"			
"		Post uprights — 6=2·3·3										
762 17.7.93	84 C.ft	Teakwood planks for caisson — 16=10½·1·6"	3				252	"	"			
"	47 C.ft	Sub pumping station, verandah rafter 15=10½-4"·2½"										
"		— do — posts — 7=7½-6"-6"										
"		— do — planks — 20=400-6"-¾"	2	10	"	"	122	14	"			
"		— do — reepers — 60=200-2"-1"										
"		— do — planks — 2=22¾-8-$\frac{5}{8}$"										
"		— do — planks — 6=12-15"-1"										
997 27.9.93.	155 C.ft	Country wood struts — 155= 6'·6"·4"	1	"	"	"	155	"	"			
Personal order	15$\frac{5}{8}$ "	Country wood mill post — 2=13'-9"-9"	1	"	"	"	15	10	"			
		7'-1'-2"										

12	Bamboo mats		3	„	Each	2	4	„		
1	2' foot rule					„	7	„		
1	75' Tape					„	12	„		
1	Wooden box					1	„	„		
	Carpenter's tools &c					10	„	„		
	Sawer's tools &c					7	„	„		
									1,831	1

Own articles.

4	Almirahs	15	„	„	Each	60	„	„
3	Chairs	2	8	„	„	7	8	„
5	Easy chairs	4	„	„	„	20	„	„
3	Bottles, French polish	„	12	„	„	2	4	„
2	Dozens, Brass stop hinges	1	„	„	„	3	„	„
3	Almirah locks	„	3	„	„	„	9	„
	Screw, brass					1	„	„
2	Pairs, Punkah things	1	„	„	„	2	„	„
1	Rosewater filter brass pot					3	8	„
1	Teakwood screen					3	„	„
1	Looking glass					„	2	„
1	Tumbler					„	3	„
1	Hand stick					„	8	„
	N.B. Brass vessels					20	„	„

Enclosure No. 2 to letter No. 1594 of 1895

1895

To

The Sanitary Engineer
to Government.

List of materials lost in
loods at Trichinopoly belonging
o K. Rajahgopal Naidu.

S. E. / 6 19-3-95—1,000.

No. 315.

GOVERNMENT OF MADRAS.

OFFICE OF SANITARY ENGINEER,

Fort St. George, 7th February 1895.

From

J. A. JONES, ESQ., MEM. INST. C.E., F.R.S.E.,
SANITARY ENGINEER TO GOVERNMENT,

To

M. R. Ry.

K. Rajagopaul Naidu,
Contractor, Water Works, Trichinopo

SIR,

I have the honor to inform you that while I regret the losses sustained by you at Trichinopoly, on consideration I cannot see how I can compensate you for them. The materials were at the site of our works for your own advantage, the floods were due to natural causes and the loss must therefore fal upon you, as this department had nothing to do with any materials except such as it had purchased and paid for.

I have the honor to be,
Sir,
Your most obdt. Servt.
sd/ J. A. Jones
Sany. Engr. to Govt.

(True copy)

JAJones
Sany. Engr. to Govt.

Enclosure No. 3 to letter No. 1594 of 1895

1895

From

The Sanitary Engineer
to Government

o

The Contractor,
Water Works, Trichinopoly

No. 315

Dated 7th February 1895

Subject

Informing that he is not
ntitled to any compensation for
e loss he sustained by floods at
ichinopoly for reasons given.

Notice under Section 424
C.P.C

CURRENT No. 1606 M

To
The
Chief Engineer
Secretary to Government
of Madras—

From. K. Rajagopala naidu late Brick Contractor Water Works Trichinoply

Most Honoured Sir

I beg to bring to your kind notice that I undertake as a contractor to supply Bricks for the water works, at Trichinoply, and I duly executed an agreement on 15th September 1892. to the Municipal Council Trichinoply, under the order of the Sanitary Engineer to Government of Madras, binding myself for tendering 4½ lacks Bricks

2 That In accordance to the agreement and on the Ground site fixed by the Engineer, I put Kilen tendered bricks 3½ lacks, and had in rediness, 12000, more to be tendered, of which 6000 burnt bricks, and 6000 not burnt

3 That I was also supplying to the Department Teak wood and other meterials, for the said work under the order of the Engineer incharge of the Water Works

4. That the Engineer incharge of the said work made some delay in taking bricks and timber &, and wanted me to have them in rediness, so that he might take them at his short convenience, I had in the work

Site bricks timber materials
and furnitures &c all valued
at Rs 1954-10-0.

(5) That during the late flood on the 23rd November 1893 at Trichy. all my bricks timber &c were washed away by the flood and I sustained loss of Rs 1954-10-0.

6. I complaint of the actual loss I have sustained to the Engineer incharge of the work and to the Sanitary Engineer to Government.

7- That they are fully aware of the damages I have sustained and have not made use any remuneration for the actual loss, though I was complaining till this time since the loss.

8. I am at last after waiting so long time compelled to lay the above the stated facts to your honors kind consideration, that your honor would within two months, from the receiving this notice, make proper arrangement to compensate me, the actual loss I have sustained.

9. That in default of your honor making good for my loss, I hereby inform your honor that I would be under pressure and necessity of sueing you, in the District Munsiffs Court at Sreerungam Trichinopoly District on behalf of the Secretary to the Chief Engineer and recover the damages with all costs.

10 Cause of action arose on the 24th November 1893 at Trichinopoly within the jurisdiction of the District Munsiffs Court of Sreerungam Trichinopoly District

I beg to remain
Sir
Yours most obediently
29-4-95 T.W. Rajagopaulunaidu
Contractor
Trichy

P. W. CURRENT No. 3386

Local & Municipal Dept.
CURRENT No. 46M

Recd: 2.5.95

No. 1812C d/ 13th May 1895

Transferred to the Local and Municipal Department.

Col. R.E.
Secretary to Govt
P.W.D.

CMM
6/5/95

Old 53

N 10/5

189 5.

Public Works Department.

Local & Municipal Dept.
CURRENT No. 1606 M

SANITARY ENGINEER
Register No. 1836
27 MAY 95
TO THE GOVERNMENT OF MADRAS.

TO BE RETURNED WITH REPLY.

Enclosure No. 4 to letter No. 1594 of 189

Pr.
No. 735

No. 1812 C

Dated 13—5—1895

Despatched

Received 15 MAY. 95

Referred to the Sanitary Engineer for report.

By order

C. Todhunter
23.V.95.
Ag Assistant Secretary

SUBJECT.

Transferring petition from Rajagopala Naidu, late brick contractor, Trichinopoly, requesting the issue of orders for the payment of compensation on account of loss sustained by him in connection with the supply of bricks to the Water Works, Trichinopoly

P.R.
21/5/95

Fort St George
27th May 1895

To
The Sanitary Engineer.

50—2,000—21-12-94.

(with Endt)

21/5

S. E./6 19-3-95—1,000.

No. 1594

GOVERNMENT OF MADRAS.
OFFICE OF SANITARY ENGINEER,
Fort St. George, 31st May 189

Local & Municipal De
CURRENT No. 1764 M

From

J. A. JONES, Esq., MEM. INST. C.E., F.R.S.E.,
SANITARY ENGINEER TO GOVERNMENT,

To

The Chief Secretary to Government,
Local & Municipal Departmen

SIR,

With reference to your endorsement No. 735 of 27th May 1895 (herewith returned), I have the honor to repor as follows:—

Before the floods of 1893 Rajagopa Naidu, the petitioner, was a contractor for the supply of bricks and other materials for the Trichinopoly Water Works.

2. He obtained the permission of the P. W. D. to erect sheds for brick-making on the embankment and pudugay of the Cauvery, and he made bricks at a site close to the work where he erected sheds, stored

his

s materials, tools & plant. The site may ave had the approval of this department, but it was not fixed upon by s.

3. The floods of November 1893 completely destroyed his sheds & carried off his materials &c.

4. He then made a claim to Mr. Lord, the Engineer in charge, (30th November 1893) and sent a statement of his losses. Mr. Lord forwarded that list after striking out certain items which he considered should not have been at the works. On what grounds this was done is difficult to explain as he had no reason to think the claim would be satisfied to any extent.

5. Mr. Lord's report was as follows:-

"Para 3 of his letter dated 21st February 894, No. 134 In).

"With regard to contractor Rajagopal's claim, I know that he had a lot of things on the work site, but it is simply impossible for me to say whether the list he has given is a corr one. The bricks & teakwood were mostl those that had been rejected, the go -ment for being insufficiently burn and the latter principally for being deficient in measurement."

Upon this Mr. Lord was asked in Mr. Ellis' No. $\frac{I}{44}$ of 4th March 1894

"What in your opinion is the cost (sic) of materials (brick, wood work, &c that would have been taken over by us during the course of the work had the floods not occurred."

To this Mr. Lord replied on 7th March 1894 in his No. 204

"I find it difficult to give anything like a satisfactory answer to this question particularly as I have not got the original lists with me. They have been sent to Mr. Minchin, and I am sending this letter through him in case he may be able to add any information from them, but I think it is very doubtful. I do not quite remember whether there were any ist class burnt bricks in the list, So, they would have been taken ver at Rs 7 per 1000 ground moulded nd Rs 9.4.0 (I think) table moulded. aw bricks would bear a value of bout Rs 2.0.0 per 1000 for ground nd Rs 3 for table moulded. With regard to the teak wood, it was, as I have reported before, rejected mostly for short measurements but some was inferior, it may or may not have been taken over afterwards for works other than those for which it was ordered, but if it had, it would have been at a reduction in quantity of about 15 per cent to cover waste in sawing & rejection of bad parts. Our rate for teak wood delivered in scantlings was Rs 3 per cubic foot."

6. Mr. Ellis wrote finally after some correspondence with the contractor as follows:- (No. 1281 dated 7th June 1894).

"Rajagopal Naidu is informed, with reference to his letter dated the 2nd instant, that in the absence of any

information

information distinct on record the undersigned regrets that he cannot see his way to admit his claim for loss of his articles in the floods of November 1893, but would allow the matter t lie over until the return of Mr. J. A. Jones

7. On my return the contractor wrote me, vide his letter of 4th February 1895, with a full statement of his claim which is herewith attached and amounts to Rs 1,954.11.0 as stated by him. My reply will be found in my No. 315 of 7th February 1895.

8. Government will observe that in the claim he includes personal property. Also in the other portion of his claim he includes his sheds, his Kilns, his tools &c with which we had nothing whatever to do.

9. Any bricks or teak wood in stock were such as had been rejected, or at any rate the majority had. On this point Mr. Lord is not quite clear, but it was not his duty to enquire from time to time what the contractor had so long as he was delivering

bricks

bricks as required, and as the bricks had not been delivered nor offered, they were still the contractor's property and he must bear the loss. Again it may be noted that his contract (with the Chairman, Municipal Council, Trichinopoly) was to complete delivery of the $4\frac{1}{2}$ lacs of bricks ordered by October 1892. If he had done so, we should have been bound to take the bricks even though from unforeseen causes we did not require them all by that date.

10. Had this department required the contractor to erect his sheds ~~then~~ when he did, there might have been some reason for considering his claim — but he did so entirely for his own convenience.

I have the honor to be,

Sir,

Your most obdt. Servt.

Sanitary Engineer to Govt.

S.E.
4 25-5-94—500.

Local & Municipal Dept.

PR. ws CURRENT No. 1764 M

1895.

From

The Sanitary Engineer
to Government,

To

The Chief Secretary
to Government
Local & Munl. Dept.

No. 1594

Dated 31st May
Despd. 1st June 1895.
Recd. 11 JUN. 95

Encs. A 3 & C. No. 1606 M held

Subject.

Submitting ~~his~~ report in the above petition regarding the claim made by Rajagopaul Naidu late brick contractor for the loss of materials by floods the contractor sustained at Trichinopoly.

(with order)

C.Nos. 1606 & 1764 M

Hon. Minute Order. Dd. 26.6-95 No. 1028 M. W.S.

22/6/95

The Government sees no reason to interfere with the action of the Sanitary Engineer.

13/6/95 15.VI. 18/6/95.

Issue 24.VI

Note

The allegation that chiefly concerns Government is that the Engineer in charge delayed in taking over the materials. The Sanitary Engineer does not specifically answer this but says that if the man had not been behindhand with his contract he would not have suffered any loss.

The 2 months notice expires on the 29th.

To, Despd. 1/7/95 15.VI—

The Petitioner.

I can't see that the Sanr. Engineer's mention is a ghost of a claim against Govt. He may have a-gainst the Engr. in charge. But why he shd. send his claim to the C.E., I can't see. The Munl. W.W. were not in any way under the C.E.

C.W./6

W/6 C.W./6.

When given for copying
When copied
When examined
When signed
189 .

READ AGAIN G.O., No. DATED
189 ,

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT .. .. .. A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.

N.B.—
A = Copy in full.
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