M.R.O. 1—77,006—8-6-37.

(1) Number of pages_____

(2) Date of repair_____

(3) Initials of the Referencer_____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1586 Press
448-450 ~~Mis.~~

Dated 17- 5 1866.

Not to be folded or roughly handled

Read the following letters:—

No. 448. From the Superintending Engineer, 4th Division, to the Secretary to Government, Public Works Department, dated Madras, 14th March 1865, No. 6,055.

1 Letter from Executive Engineer, Chittoor, dated 6th October 1863.
1 Do. dated 24th November 1863.
1 Do. Executive Engineer, Vellore, No. 428, dated 20th November 1863.
1 Do. No. 635, 16th February 1864.
1 Do. No. 811, dated 4th April 1864.
1 Memorandum, No. 408, 6th October 1864.
1 Letter No. 461, dated 31st October 1864.
6 Statements.
1 Estimate.

			PS.	A.	P.	RS	A.	P.
1,81,066 C. yards.	7,679	C. yards earth	0	2	0	959	14	6
	75,716	,, ,,	0	1	6	7,098	6	7
	32,180	,, ,,	0	1	3	2,514	0	7
	65,491	,, ,,	0	0	10	3,411	0	3
	80	Removing stones ..	0	6	0	30	0	0
	697	Stone revetment ...	1	0	0	697	0	0
	46,957	Square yards turfing	0	0	6	1,467	6	9
	54,610	Clearing jungle ...	0	0	2	568	13	8
	80,316	Running yards planting				401	9	3
		Superintendence				351	12	5
						17,500	0	0

1. In their Proceedings No. 452, dated 19th March 1862, Government were pleased to sanction for execution an estimate, an abstract of which is marginally given, amounting to Rupees 17,500, which had been prepared by Mr. Assistant Engineer O'Hara, Mr. Dopping being at the time District Engineer, for improvements to the Dusi Main Channel in the Arcot Táluq of the North Arcot District. The work was commenced in the same month under the orders of Mr. O'Hara, who was then in charge of the Vellore Range, and up to the date, 11th November 1862, of his leaving the Range, work to the extent of Rupees 4,326-2-9 appears to have been carried out under departmental superintendence, leaving a balance of Rupees 13,173-13-3 to be worked out by his successor.

2. Mr. Erskine succeeded Mr. O'Hara in the charge of the Range in the month of November 1862, and it would appear that then a portion of the channel work was given out on contract to one Teroovengadasawmy. No copy of a contract, or of any kind of agreement, can however be found on the records of the Range Office, but payments were made from time to time, amounting in the aggregate to Rupees 7,999-4-1 as per accompanying bills, an abstract of which is marginally given.

	RS.	A.	P.
For earth-work	186	1	0
Do.	938	0	6
Do.	255	11	4
Do.	1,467	11	6
Do.	2,258	13	11
Do.	2,140	11	6
Turfing	739	4	10
Planting Nanul	13	0	1
	7,999	6	8
Deduct amount not paid	0	2	7
	7,999	4	1

3. On the 6th July 1863 Mr. Howard assumed charge of the Vellore Range. Twenty days afterwards, Mr. Erskine, being then Táluq Overseer, forwarded to the Range Officer a supplemental estimate, an abstract of which is marginally given, for no less a sum than Rupees 13,050! or about 77 per cent. on the original estimate. In transmitting the same to Mr. Howard, Mr. Erskine reported that a part of it provided for work already done by the Contractor in excess of the original estimate, but not paid for, and he desired

		RS.	A.	P.	RS.	A.	P.
44,676	Cubic yards earth .	0	1	9	4,886	6	5
10,500	,, ,,	0	4	0	2,625	0	0
21,822	,, ,,	0	1	6	2,046	11	0
34,889	Square yards turfing	0	0	8	1,453	11	3
96,000	,, clearing jungle	0	0	4	2,000	0	0
	Sundries				48	3	4
					13,050	0	0

that early sanction might be obtained for its execution. Mr. Howard, doubting of the necessity of so large an estimate, did not send it to the Superintending Engineer's Office, deferring it till he could look into the subject, and I find by the Inspection Report that he visited the channel for the purpose in the month of August 1863.

4. The works actually executed to the channel were measured by Captain Chrystie, Executive Engineer, in the month of September 1863, who has entered the following remarks regarding it :—

"The estimate gives the dimensions of the channels at the time of framing, "the amount of work to be done, and the section to which the channel was to be "brought. With these data I measured down the channel carefully, tâk by tâk "of the estimate, and when work not allowed for had been done, I gave what I "considered liberal quantities. Although my measurements are not of course "accurate, I believe these to approximate pretty closely. They are as under at "estimated rates :—

				RS.	A. P.
"7,679¼	Cubic yards earth-work	at	2 Annas	959	14 6
"56,900	„ „	at	1½ „	5,334	8 0
"24,607	„ „	at	1¼ „	1,922	6 9
"49,381¾	„ „	at	10 Pice	2,571	15 5
"44,541	Square yards turfing	at	6 „	1,391	14 6
"Nanul planting not measured, say...				50	0 0
"Clearing jungle as per estimate				568	13 8
"Superintendence and sundries				210	7 2
				13,000	0 0

"and this I believe to be about the real value of work done. I regret I am not "able to point out where the Overseer's measurements, which I believe amount to "between 18,000 and 19,000 Rupees, are in excess of the above. There is, I know, "however a difference of Rupees 1,500 in jungle clearing, which Mr. Erskine "entirely without authority added after the Contractor had done the work."

Works executed by Contractor	RS	A.	P.
Teroovengadasawmy Moodelly and paid for...	7,999	4	1
Do. do. by Amany ...	6,394	11	9
Work said to have been executed, but not paid for... ...	4,527	12	9
	18,921	12	7

5. On the 1st October 1863 Mr. Howard submitted a statement showing the work said to have been done by the Contractor, and also that actually carried out by departmental agency, as per bills (of which an abstract is marginally given) submitted by the Overseers. Of Rupees 18,921-12-7 entered in the Statement he showed that Rs. 14,393-15-10 (or Rupees 1,393-15-10 in excess of Captain Chrystie's valuation) had been actually paid, viz., about 7,999-4-1 Rupees to the Contractor and Rupees 6,394-11-9 for work done on Amany, and for the balance, Rupees 4,527-12-9, he stated that bills had been submitted, but remained unpaid because he had doubts regarding the charges made in them.

6. On the 19th January 1864 Teroovengadasawmy sent in a petition to the Range Officer, laying claim to payments as subjoined, amounting to Rs. 6,504-15-9, viz., Rupees 2,000 being his deposit money and Rupees 4,504-5-9 for work, viz., Rupees 2,017-8-0 for jungle clearing and Rupees 2,486-13-9 for earthwork said to have been done by him in excess of payments received. The bills were prepared by Ramasawmy, since dismissed, for fraud in connection with this very channel, amongst many other works :—

	RS.	A.	P.
As per bill prepared 20th March 1863, for jungle clearing	517	8	0
24th April 1863	375	0	0
27th May 1863, for earth-work	327	3	2
Do. ...	2,007	11	3
For jungle clearing...	1,125	0	0
For earth-work	151	13	4
	4,504	5	9
Deposit money	2,000	0	0
	6,504	5	9

7. These claims were reiterated in succeeding petitions, and were again brought to my notice in a letter from Mr. G. Branson on the 10th November 1864, into whose hands Petitioner had placed his case. Two further claims were also laid, viz. :—

For certain masonry works in Dusi Channel .. Rupees 500
For earth-work and turfing of Thennampett tank .. „ 600

but as these items are not included in the estimate Rupees 17,500, they may be hereafter separately considered.

8. Of the original estimate for jungle clearing Rupees 568-13-8, a sum of Rupees 179-7-10 was paid for work done on Amany, and the balance only, viz., Rupees 389-5-10, is due to the Contractor. The reason that the Sub-Engineer did not pay him this amount was that he considered, as will be presently shown, that the Contractor had been over-paid for earth-work, and he retained this sum Rupees 389-5-10 to cover the excess payments on that item. I have however written to Mr. Branson stating my readiness to pay this amount. All further claims for jungle clearing should be steadily resisted. I have twice been over the channel myself, and have carefully examined the berm or space between the natural and artificial banks of the channel from which the jungle is supposed to have been cleared, and I have not the least hesitation in saying that such clearing was only effected to a very limited extent, and that the demand now put forth by the Contractor on this item is nothing but a desperate and hazardous venture, to see what the uncertainty of the law may turn up. As to right there is not one particle of it on the side of the Contractor; of this, I am perfectly sure. At any rate I have offered Mr. Branson to meet his client on the ground, to see what proofs of work done he can bring, where all appearances are entirely against him.

9. On the subject of jungle clearing on this channel I wrote in paragraph 13 of my letter No. 4,494, dated 14th January 1864, embodied in Proceedings of Government No. 379, 5th February 1864, which is here marginally quoted for easy reference.

Paragraph 13. Dusi Mamandur Channel. The principal feature I have to notice here in connection with this channel work is this. The estimate allowed Rupees 568 for clearing jungle, and have no hesitation in saying after having gone along the whole length of the channel, and seen the character of the neighbouring jungle, that it was an abundantly ample allowance, and one I know which the Contractor was quite satisfied with. Nevertheless Rama-sawmy billed upwards of 2,000 Rs. for this item, and has since confessed (as I proved on the spot) that it was a false charge. Mr Erskine has only to observe on this point, "that he as Táluq Overseer was "directed to prepare an estimate in order to "get the same sanctioned, and he accordingly "prepared one to the amount of the bills for-"warded by Ran sawmy" without apparently ever testing such an important item by check measurements, his supplemental estimate was, however, much in excess of the bills.

10. The demand made by the Contractor for earth-work, viz., Rs. 2,486-13-9, is objected to on the ground that while 1,48,068 cubic yards were allowed for in the estimates *on those portions of channel*, viz., between the head sluice at the anicut and the Aroombaukum small tank, and between Thennampett tank and Awaditangul, 75,224 cubic yards were excavated on Amany, leaving only 72,844 cubic yards for the Contractor to execute; but Teroovengadasawmy has been actually paid for 88,062 cubic yards. That being the case the Sub-Engineer is unable to comprehend on what ground the Contractor claims further payments. Indeed, Mr. Howard, as I before showed, wishes to reserve money due to the Contractor for jungle clearing to cover the over-payments made in this item of earthwork, but as those payments have been made I think it is too late to attempt now to make good the money.

11. The Sub-Engineer in charge of the Range wholly ignores the claim set up by the Contractor, amounting to Rupees 500, for certain masonry work performed in the Dusi Main Channel, stating that there is nothing whatever on record to show that such work was ever done by Teroovengadasawmy, the whole of the work at the masonry falls alluded to having been done by another Contractor.

12. The last claim is one for Rupees 600 for certain work done to the Thennampett tank. Captain Chrystie measured up the work done and valued it at Rupees 1,059-14-3, of which Rupees 927-11-1 were paid to the Contractor, and the balance Rupees 132-3-2 was offered to him and refused, Rupees 600 being claimed.

13. On the 2nd March 1865 I addressed Mr. Branson, offering to pay his client the following sums, viz. :—

	Rs.	A.	P.
For jungle clearing	389	5	10
For Thennampett tank	132	3	2
For deposit money	2,000	0	0
Total ...	2,521	9	0

I have not yet received a reply, but in the event of the offer not being accepted, and the suit being pressed, I request permission to defend it.

1. Referred to the Government Solicitor, with a request that he will obtain and submit the opinion of the Advocate General.

2. Should further particulars be required they may be obtained from the Superintending Engineer, 4th Division.

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government, P.W.D.

CHEPAUK,
17th March 1865.

No. 449. From the Government Solicitor, Madras, to the Secretary to Government, Public Works Department, dated Madras, 7th May 1866, No. 254.

Dated 17th March 1865, and made on letter from the Superintending Engineer, 4th Division, to Government of the 14th idem, No. 6,055.

1. With reference to the Orders of Government noted in the margin, I have the honor to report that, as soon as was practicable after those orders reached me, the Honorable Mr. Norton, as Advocate General, in personal conference with Colonel Boileau, Captain Chrystie, Mr. Sub-Engineer Howard and myself, investigated as fully as circumstances then permitted, the subject of Teroovengadasawmy Moodelly's claim against Government, that further enquiry and research then seemed to us essentially necessary, and that such enquiry and research having since been made by Colonel Boileau and Captain Chrystie, those gentlemen and I met the Honorable Mr. Mayne, as Acting Advocate General, in conference on the 5th instant, when the matter was again most thoroughly gone into and investigated, the result, being embodied in Mr. Mayne's opinion of which I herewith submit a copy.

2. I have now to request that I may be placed in funds to the extent of Rupees 3,091-3-8 for the purpose of making the tender to Teroovengadasawmy Moodelly, which Mr. Mayne has advised.

3. I do not consider it expedient to detail either Mr. Mayne's views or my own on the various questions which this case involves, or the reasons which have led us to make the proposed tender: it being still probable that the claimant will sue Government.

COPY OPINION.

I have read the papers submitted to me in this case, and have had the advantage of a lengthened conference with Colonel Boileau and Captain Chrystie. The result is that I recommend an unconditional tender of Rupees 3,091-3-8, and resistance to any further claim.

5th May 1866.

(Signed) J D MAYNE,
Acting Advocate General.

(True Copy)

(Signed) J. R. BOYSON,
Government Solicitor.

No. 450. ORDER THEREON, 17th May 1866, No. 1,586.

ACCOUNT, No. 48.

Under the opinion given by the Advocate General in the paper above recorded, the Government resolve to sanction a grant of Rupees 1,092 from the Reserve under "Agricultural," which

amount, together with the deposit of Rupees 2,000 referred to in paragraph 13 of the Superintending Engineer's letter, should at once be placed at the disposal of the Government Solicitor for the purpose of the proposed tender of the money being made to Teroovengadasawmy Moodelly.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 4th Division.
" Government Solicitor
" Controller of Public Works Accounts.
" Accountant General.

Exd. S. T. Augustin.

7

7.

Copy Opinion.

I have read the papers submitted to me in this case and have had the advantage of a lengthened Conference with Col. Boileau and Captain Chrystie. The result is that I recommend an unconditional tender of Rs: 3091-3-8, and resistance to any further claim.

Sig^d John D: Mayne
Ag^t Advr. Gen^l
May 5/66.

True Copy
L A Boyton
Govt Solr.

Encl:
In letter from Govt Solr to
Secy: Board P.W.D. No 254
dated 7th May 1866. –

Re
Government Solicitor
Moodelly's Claim against
Government Cofy/
Advocate General's Opinion
P.W. 1866

No 254.

Madras May 7th 1866.

From
John Robert Boyson
Government Solicitor – Madras.

To
Colt C. R. Orr – R. E.
Secretary to Government, P. W. D.
Madras.

Sir,

Dated 17th March 1865 and made on Letter from the Superintending Engineer 4th Division to Government of the 14th idem No 6055. –

1. With reference to the Orders of Government noted in the margin, I have the honor to report that, as soon as was practicable after those orders reached me, the Honorable Mr Norton, as Advocate General, in personal Conference with Colonel Boileau, Captain Chrystie, Mr Snr Engineer Howard and myself, investigated as fully as circumstances then permitted, the subject of Veroovengadasawmy Moodelly's claim against Government that further enquiry and research then seemed to us essentially necessary; and that such enquiry and research having since been made by Colonel Boileau and Captain Chrystie, those Gentlemen and I met the Honorable Mr Mayne, as Acting Advocate General, in Conference on the 5th instant when the matter was again most thoroughly gone into and investigated the result being embodied in Mr Maynes opinion of which I herewith submit a copy. –

2. I have now to request that I may be placed in funds to the extent of Rupees 3091-3-8 for the purpose

purpose of making the Tender to Jeremiah Adasawmy Moorilly, which Mr Mayne has advised.

3. I do not consider it expedient to detail either Mr Maynes views or my own on the various questions which this case involves or the reasons which have led us to make the proposed Tender: it being still probable that the Claimant will sue Government.

I have the honor to be,
Sir,
Your most obedient Servant,
L. L. Dayton
Govt Solr

No 1055.

Superintending Engr's Office 4th Div.
Madras 14th March 1866.

From
Colonel A. J. Mc. Briceau. R.E.
Superintending Engineer 4th Division

To
Colonel C. A. Orr. R.E.
Secretary to Government P.W.D.

Sir,

In their Proceedings No 452 dated 8th March 1862 Government have placed at my disposal the sum of Rupees 1,00,000 for carrying out the necessary repairs to the Anicut across the Cauvery at Vennar, and for the construction of a new Anicut at Kollidam, and a Head Regulator at Coleroon, on the Estimates submitted by me.

Of this sum there has been expended up to the end of February 1866 the sum of Rupees 95,946.6 leaving a balance of Rupees 4,053.6 which will be required for the completion of the works.

The Estimate for the Anicut at Kollidam was originally framed by Captain Orr, Executive Engineer of the Trichinopoly District, and was subsequently revised by Captain Orr and myself. The Estimate for the Head Regulator at Coleroon was framed by Captain Orr, Executive Engineer of the Trichinopoly District, and was subsequently revised by myself.

The Estimate for the Anicut at Vennar was framed by Captain O'Shea, Executive Engineer of the Tanjore District, and was subsequently revised by myself.

The Estimate for the Head Regulator at Coleroon was framed by Captain O'Shea, Executive Engineer of the Tanjore District, and was subsequently revised by myself.

The Estimate for the Anicut at Vennar was framed by Captain O'Shea, Executive Engineer of the Tanjore District, and was subsequently revised by myself.

I have the honor to be,
Sir,
Your most obedient Servant,
A. J. Mc. Briceau
Superintending Engineer 4th Division

Revised.
E. E. Orr
Dated 2/6 Oct 63.
No 111 Oct 63.
Ag Valera
Dated 9/20 Nov 63
No 665 16 Feb 64
Dated 8/11 April 64
No 408 6 Oct 64
No 461 9/31 Oct 64
Amount Rs 4½ lacs

Abstract for execution an Estimate for

Supr. Earth	2	95.4.6	Abstract for which is hereby	
" "	16	7.3.8	6.7.	hereby given, amounting to
" "	13	25.4	7	Rupees 17500 which had been
" "	10	3.4	3	received by Mr Assistant
Masonry & Stone	6	3		Engineer O'Shea, Officiating Exe.
Stone Pavement	1	6	6	9
Supr. Earthwork	6	14	6	9
Clearing Jungle	2	8	8	8
Planting Teak plants		4	9	3
Superintendence		35	12	5
Rupees 17500				

Executive Engineer 4th Division
Trichinopoly

Forwarded in the Secretariat
of the North Arcot District. The work was
commenced in the June from the under the orders
of Mr. O'Shea who then in charge of the
Vellore

A No 449.
Rec. 9th May 1866 Rd. 14th

No 1586 - 17th May 1866

Vellore Range and up to the date, 11th November 1862, ——— of his leaving the Range, work to the extent of Rupees 4326. 2. 9 appears to have been carried out under Departmental Superintendence, leaving a balance of Rupees 13173. 13. 3 to be worked out by his successor.

2 Mr Erskine succeeded Mr O'Hara in the charge of the Range in the Months of November 1862, and it would appear that then a portion of the Channel work was given out on Contract to one Terumgadalawmy. No copy of a Contract, or of any Kind of agreement can however be found on the Records of the Range Office, but payments were made from time to time, amounting in the aggregate to Rupees 7999. 4. 1 as per accompanying Bills, an Abstract of which is marginally given.

For Earth work	186	1
Do.	938	6
Do.	255	11 4
Do.	1467	11. 6
Do.	2258	13 11
Do.	2140	11 6
Turfing	739	4 10
Planting Kamb	13	1
	7999	6 8
Deduct amount not paid	2	7
	7999	4 1

3 On the 6th July 1863 Mr Howard assumed charge of the Vellore Range. Twenty days afterwards, Mr Erskine, being then Taluk Overseer, forwarded to the Range Officer a Supplemental Estimate, an Abstract of which is marginally given, for no less a sum than Rupees 13050! or about 77 per Cent. on the original Estimate. In transmitting the same to Mr Howard Mr Erskine reported that a great deal of it provided for work already done by the Contractor in excess of the original estimate, but not paid for, and he desired that early sanction might be obtained for its execution. Mr Howard, doubting, ——— of the necessity of so large an estimate, did not send it on to the Superintending Engineer's Office, deferring it till he could look into the subject, and I find by the Inspection Report that he visited the Channel for that purpose in the Month of August 1863.

4646.	Cuts Earth	19 486. 6 5
10500.	Do.	4 2625
21822.	Do.	16 2046 8
34889.	Do. Turfing	8 1453 11 3
96000.	Do. Do. Cleaning Sunglas	4 2000
Sundries		48 8 4
	Rupees. 13050	

4 The works actually executed to the Channel were measured by Captain Chrystie Executive Engineer in the Month of September 1863, who has entered the following remarks regarding it:

"The Estimate gives the dimensions of the Channels at the time of framing, the

Amount

"amount of work to be done and the Section to"
"which the Channel was to be brought. With"
"these data I measured down the Channel"
"carefully, tak by tak of the Estimate, and"
"when work not allowed for had been done, I gave"
"what I considered liberal quantities. Although"
"my measurements are not of course accurate"
"I believe these to approximate pretty closely.—"
"They are as under at estimated rates:"

		Rs	a	p
7679¼	Cyds Earthwork at 2 Annas	959	14	6
56900	" " at 1½ "	5334	8	.
24607	" " at 1¼ "	1922	6	9
49381¾	" " at 10 Rs	2571	15	5
44541.	Square Yds turfing at 6 "	1391	14	6
	Nanul planting not measured say	50	.	.
	Clearing jungle as per estimate	568	13	8
	Superintendence and Sundries	210	7	2
	Rupees	13000	.	.

"and this I believe to be about the real value"
"of work done. I regret I am not able to point"
"out where the Overseers measurements, which"
"I believe Amount to between 18000 and 19000"
"Rupees, are in excess of the above. There is,"
I know, however, a difference of Rupees 1500.

in

"the jungle clearing which Mr Erskine entirely"
"without authority added after the Contractor"
"had done the work."

Works executed by Contractor Jeruvengadasawmy Mudali and paid for — 7999. 4. 1
Do — Do by Amany — 6394. 11. 9
Work executed but not paid for 4527. 12. 9
18921. 12. 7.

5. On the 1st October 1863 Mr Howard submitted a Statement shewing the work said to have been done by the Contractor, and also that actually carried out by Departmental Agency, as per bills, (of which an Abstract is marginally given) submitted by the Overseers. Of Rupees 18921. 12. 7 entered in the Statement he shewed that Rupees 1393. 15. 10. (or Rupees 1393. 15. 10 in excess of Captain Chyne's valuation) had been actually paid, viz^t about 7999. 4. 1 Rupees to the Contractor and Rupees 6394. 11. 9 for work done on Amani, and for the balance Rupees 4527. 12. 9 he stated that bills had been submitted, but remained unpaid because he had doubts regarding the charges made in them.

6 On the 19th January 1864 Jeruvengadasawmy sent in a Petition to the Range Officer laying claim to payments as subjoined amounting to Rupees 6504. 15. 9 viz

Rupees

Rupees 2000 being his deposit-money and Rupees 4504-5-9 for work viz Rupees 2017-8 for Jungle clearing and Rupees 2486-13-9 for earthwork said to have been done by him in excess of payments received. The Bills were prepared by Ramaswamy since dismissed for fraud in connection with this very Channel amongst many other works.

As per Bill prepared 20th March 1863. For Jungle Clearing	Rs	517	8 "
24th April 1863 ———	"	375	" "
27th May 1863. For earth work	"	327	3 2
———	"	2007	11 3
For jungle clearing ———	"	1125	" "
For earthwork ———		151	13 4
	"	4504	5 9
Deposit Money	"	2000	" "
Rupees		6504	5 9

7 These claims were reiterated in succeeding petitions and were again brought to my notice in a letter from Mr G. Branson on the 10th November 1864 into whose hands Petitioner had placed his case. Two further claims were also laid viz:

For certain Masonry works in Dutch Channel	Rupees	500
For earthwork and turfing of Thennampett Tank	"	600.

but as these items are not included in the Estimate

Rupees

Rupees 17,500, they may be hereafter separately considered.

8 Of the original estimate for jungle clearing Rupees 568-13-8, a sum of Rupees 179-7-10. was paid for work done on Annam and the balance only viz: Rupees 389-5-10 is due to the Contractor. The reason that the Sub Engineer did not pay him this amount was that he considered, as will be presently shewn, that the Contractor had been overpaid for earthwork and he retained this sum Rupees 389-5-10 to cover the excess payments on that item. I have however written to Mr Branson stating my readiness to pay this amount. All further claims for jungle clearing should be steadily resisted. I have twice been over the Channel myself, and have carefully examined the berms or space between the natural and artificial banks of the Channel from which the jungle is supposed to have been cleared, and I have not the least hesitation in saying that such clearing was only effected to a very limited extent, and that the demand now put forth by the Contractor on

this

this item is nothing but a desperate and hazardous venture, to see what the uncertainty of the law may turn up. As to right there is not one particle of it on the side of the Contractor; of this, I am perfectly sure. At any rate I have offered Mr Brandon to meet his client on the ground to see what proofs of work done he can bring, where all appearances are entirely against him.

9 On the subject of jungle clearing on this Channel I wrote in Para 13 of my letter N. 4494 dated 14th January 1864 embodied in Proceedings of Government N. 379. 5th February 1864, which is here marginally quoted for easy reference.

10 The demand made by the Contractor for earthwork Dist. Rupees 2486. 13. 9 is objected to on the ground that while 148068 Cyds were allowed for in the Estimates on those portions of Channel viz between the Head

Para 13 Dusi Mamandur Channel

The principal feature I have to notice here in connection with this Channel work is this. The Estimate allowed Rupees 568 for clearing jungle, and have no hesitation in saying after having gone along the whole length of the channel, and seen the character of the neighbouring jungle, that it was an abundantly ample allowance and one I know which the Contractor was quite satisfied with. Nevertheless Ramsamie billed upwards of 2000 Rupees for this item, and has since confessed (as I proved on the spot) that it was a false charge. Mr Erskine has only to observe on this point that he as Talug Oursear was directed to prepare an Estimate in order to get the same sanctioned, and he accordingly prepared one to the Amount of the Bills forwarded by Ramsamie without apparently ever testing such an important item by check measurements, his Supplemental Estimate was however much in excess of the Bills.

Head Sluice at the Anicut and the Aroom bankum small tank, and between Thumanpett Tank and Dwadie tanguel, 75224 C.yds were excavated on Dusi leaving only 72844 C.yds for the Contractor to execute; but Ramsamy has been actually paid for 88062 C.yds. That being the case the Sub Engineer is unable to comprehend on what ground the Contractor claims further payments. Indeed Mr Howard, as I before showed, wishes to reserve money due to the Contractor for jungle clearing to cover the overpayments made in this item of earth work, but as those payments have been made I think it is too late to attempt now to make good the money.

11 - The Sub Engineer in charge of the Ranger totally ignored the claim set up by the Contractor amounting to Rs. 500 for certain masonry work performed in the Dusi Mamun Channel, stating that there is nothing whatever on record to shew that such work was ever done by Tiruvengadasamie the whole of the work at the Masonry falls alluded to having been done by another Contractor.

12 The last claim is one for Rs. 600
for certain work done to the Thennampett
Tank. Capt. Christie measured up
the work done and valued it at
Rs. 1059-14-3, of which Rs. 927. 11-1
Rs. 1059-14-3, Contractor
were paid to Hilder, and the balance
Rs. 132-3-2 was offered to him and
refused, Rs. 600 being claimed.
13 On the 2nd March/65 I addressed Mr.
Brenson offering to pay his client
the following Sums viz.

For Jungle Clearing	Rs. 389-5-10
For Thennampett Tank	Rs. 132-3-2
For deposit Money	Rs. 2000-0-0
Total Rs.	2521-9-0

I have not yet received a reply, but
in the event of the offer not being
accepted, and the suit being pressed,
I request permission to defend it.
I have the honor to be
Sir
Your most obedt Servant
A. H. Nealle Lt. Col. Rl
Supt Engrs
Supt Engrs Office
Madras
14th March 1865

25

Accounts

2.7

Public Works Department

No 1586

PROCEEDINGS of the MADRAS GOVERNMENT

Under date the 17th May 1866.

Read the following

From the Superintending Engineer (No. 9 of Tooticorin) 4th Division, 14th March 1865)

To the Government Solicitor (Here enter No. 254 dated 7th May 1866.)

Madras

Under the Honorable Governor's Order the Advocate General is requested to advise Government whether a grant of Rs 1,092 from the Revenue surplus of Agricultural which amount, together with the deposit of Rupees 2000 deposited in the Treasury by the Engineer Contractor Mr. [illegible] for the purchase of the Steam Launch [illegible] Engineer Contractors [illegible]

Ordered that the Advocate General be requested to advise Government whether the purchase of the Steamer and Launch mentioned in the margin can be made from the Revenue surplus of Agricultural Balances.

Ordered that the Government Solicitor be requested to obtain the opinion of the Advocate General on the following questions, and that he be requested to submit the same for the consideration of Government.

1st Question. Can the Government legally purchase the Steamer and Launch mentioned in the margin from the Revenue surplus of Agricultural Balances?

2nd Question. Can the Government legally purchase the Steamer and Launch mentioned in the margin from the Revenue surplus of Agricultural Balances, if the Contractor Mr. [illegible] will deposit the amount of the purchase money?

P. W. 1866. Department.

Pub. of Govt for May

No 1586

PROCEEDINGS OF GOVERNMENT. of Madras

Dated 15th May 186

Instructions issued for the tendering of a sum of Rs 3092 together with Rs 2000 deposit money to Sreevengadasawmy Moodelly for work performed at the Anse Main Channel on the North Arcot dist.

Rs 448@450.

Contgency 1866 Dt. 11th