M.R.O. 1—77,006—8-6-37.

(1) Number of pages 12

(2) Date of repair 9-1-48

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 81 Press / Mis.

170-71

Dated 8-1 1846.

Not to be folded or roughly handled

No. 170. Read the following Endorsement of the Superintending Engineer, 4th Division, dated Madras 26th December 1865, No. 3,391 :—

Read the following letter from the Supervisor in charge of No. 1 Wallajah Range of North Arcot, to the Superintending Engineer, 4th Division, dated Rannepet, 15th December 1865, No. 275.

Wallajahpett Coopoo Chetty and the Palaur Anicut material Suit.

Enclosure 1.

1. In continuation of my letter No. 263, dated 7th December 1865, about a portion of the Palaur anicut works materials, after much trouble and too much time taken up in this Office scrutinizing accounts, vouchers, &c., &c., I now most respectfully beg to attach statement of Wallajahpett Coopoo Chetty &c.'s materials collected for the Palaur anicut works, with a full and correct account showing clearly the absurdness of his claims as under :—

Column 1 is a description of the materials.
Do. 2 and 3 show the number of bricks, and cart loads of firewood provided.
Do. 4 do. do. of good bricks deficient.
Do. 5 do. do. of bad do. surplus.
Do. 6 do. do. of do. actually paid.
Do. 7 do. do. of do. for which payment is claimed.
Do. 8 do. do. of good and bad do. made.
Do. 9 do. date of payment in the Range cash book.
Do. 10 do. do. do. in the Overseer's do. do. to Coopoo Chetty.
Do. 11 do. total amount actually paid.
Do. 12 do. amount over-paid.
Do. 13 do. not paid.

2. In scrutinizing the copy of the Plaintiff's claim, you will perceive at a glance that the grand total of the Plaintiff's bricks is quite correct with the statement a copy forwarded with letter No. 263, abovementioned, and that 58,730 of the unserviceable rubbish are paid for in the 3,75,000 and over payment shown in column 12 ... ... Rs. 205 8 10

The value of tools supplied, and not returned ... ... „	2	9	0

	Rs.	A.	P.
Total due from ...	208	1	10
Deduct the value of 95 carts of firewood at 1¾ per cart load	166	4	0
Actual amount due to Government from Plaintiff ...	41	13	10

3. But in lieu of the above just statement the Plaintiff claims—

	Rs.	A.	P.
1,65,600 unserviceable rubbish as per column 7 in the list at Rupees 3½ per 1,000	679	9	7
95 cart loals of firewood at Rupees 1-10-0 per load.	154	6	0
Amount deducted to cover risk on advance ...	45	0	0
Interest on the above...	57	10	0
Grand total claimed ...	836	9	7

4. The claim is clearly inadmissible, and I hope you will be pleasd to have the Suit removed to the Civil Court at Chittoor, where it could not stand a moment's consideration ; or could it not be removed to the High Court at Madras ?

List of materials collected by Wallajahpett Coopoo Chetty, &c., for the Palaur Anicut Works ; date and amount paid and due to Government.

Description of the materials.	Bricks received by the Palaur Anicut Overseer, Seetaram Naidoo.	Bricks received by the Palaur Anicut Monegar, Cothundarama Moodelly.	Number of bricks deficient.	Number of bricks surplus.	Number of bricks actually paid.	Number of unserviceable bricks for which Coopoo-Chetty claims payment.	Grand total of bricks made.	Dates of payment in Range cash book.	Dates of payment in Overseer's cashbook.	Amount actually paid at Rs. 3½ per 1,000 bricks, after deducting Rs. 45 to cover risk.	Amount overpaid.	Amount not paid.
1	2	3	4	5	6	7	8	9	10	11	12	13
								1862.	1862.	RS. A. P.	RS. A. P.	RS. A. P.
Full bricks	2,15,470	1,00,800	58,730	...	3,75,000	...	...	24th Feb. 10th March 27th Oct.	25th Feb. 11th Mar.	1,267 8 0	205 8 10	.....
Half and quarter bricks	1,32,530	64,800	...	58,730	...	1,65,600	...					
Small pieces *i. e.* rubbish...	17,000	...										
Over and not burnt...	10,000	...										
					Grand total of bricks ...		5,40,600					
95 Cart loads of firewood at Rs. 1-12-0 per cart load ...	.....	...	...	...	...	...	...			...	...	166 4 0
									Amount due for tools...		2 9 0	...
										Total...	208 1 10	166 4 0
									Deduct the amount in column 13 from the amount in column 12...		166 4 0	
									Balance due from Wallajahpet Coopoo Chetty to Government...		41 13 10	

RANEPET,
15th December 1865.

(Signed) D. BOOTH, Supervisor,
In charge of Wallajah Range of North Arcot.

No. 171. ORDER THEREON, 8th January 1866, No. 81.

CIVIL WORKS, No. 31.

1. With his Endorsement which is above recorded, the Superintending Engineer of the 4th Division submits correspondence relating to a claim for Rupees 836-9-7 which has been made by certain Contractors in the North Arcot District on account of bricks and firewood supplied to the Palar anicut works.

2. It appears that these Contractors, failing to obtain the amount which they claim from the Range Officer, have instituted a Suit for its recovery in the District Moonsiff's Court at Sholinghur. The Superintending Engineer reports that the case is to come on for hearing on the 25th instant, and solicits authority to defend the Suit.

3. The Agreement, if any, which was entered into with the Contractors and the answer which is proposed to be filed by Mr. Booth are not among the papers which are submitted to Government. The attention of the Superintending Engineer will be called to these omissions, and he will be careful to enjoin strict adherence to the orders of Government which are contained in Chapter XIII. of the Public Works Code.

4. With these remarks the Governor in Council resolves to authorize the Superintending Engineer to defend the Suit, in the first instance, at the public expense, but His Excellency will determine, on the receipt of a copy of the Decree, by whom the costs, if any be adjudged against the Defendants, shall be borne.

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

To the Superintending Engineer, 4th Division, with ten Enclosures.

Exd. S. T. Augustin.

List of Materials Collected by Wallajapet Cooppoochetty &c for the Palaur Amicut Works. Date and Amount Paid & Due to Government

Description of the Materials	Bricks received by the Palaur Amicut Establishment	Bricks received by the Palaur Amicut Establishment from the Kaud Brick Yard	Number of Bricks Burnt	Number of Bricks actually paid	Number of Bricks for which the Contractor claims Payment	Grand Total of Bricks made	Date of Payment in Range Cash Book	Dates of Payment in Arendis Cash Book	Amount actually Paid at 3 3/4 Rs per 1000 Bricks, after Bricks Rejected	Amount overpaid	Amount not paid
1	2	3	4	5	6	7	8	9	10	11	12	13
Full Bricks	215470	100800	58730		375000			24th February 10th March 27th October 1804	25th February 11th March 1805	1267 8 -	205 8 10	
Half & Quarter Brick	132530	64800										
Small pieces &c Rubbish	17000			58730		165600						
Over and not burnt	10000											
				Grand Total of Bricks 540600								166 4
95 Cart loads of Fire wood at Rd 1-12 - per Cart load												
									Amount due for Wood		2 9 -	
									Total Rupees		208 1 10	166 4
									Deduct the amount in Column 13 from the Amount in Column 12. Rupees		166 4 -	
									Balance Due from Wallajapet Cooppoo Chetty to Government Rupees		41 13 10	

Wallaja Range Office
Camp Pet 15th December 1805

D Wauth - Supervisor
In charge of Wallaja Range &c

Wallajah Range Office
Ranneepett 15th December 1865.

No. 275.

From,

Mr D Booth Supervisor,
In charge of No 1 Wallajah Range of North Arcot.

To,

The Superintending Engineer,
4th Division
Madras

Sir,

In continuation of my letter No. 263 dated 7th December 1865 about a portion of the Palaur Anicut Works Materials, after much trouble and too much time taken up in this Office scrutinizing accounts Vouchers &c. &c. I now most respectfully beg to attach Statement of Wallajahpett Coopoo Chetty &c.'s Materials collected for the Palaur Anicut Works with a full and correct account showing clearly the absurdness of his claims, as under-

Column 1 is a description of the Materials

__D°__ 2 & 3 shows the number of Bricks & cart Loads of firewood provided }
__D°__ 4 __D°__ __D°__ of good Bricks deficient.
__D°__ 5 __D°__ __D°__ of bad __D°__ Surplus
__D°__ 6 __D°__ __D°__ of __D°__ actually paid.
__D°__ 7 __D°__ __D°__ __D°__ for which payment is claimed }
__D°__ 8 __D°__ __D°__ of goods bad __D°__ Made.
__D°__ 9 __D°__ date of payment in the Range Cash Book.
__D°__ 10 __D°__ __D°__ __D°__ __D°__ in the Overseer's __D°__ __D°__ to Coopoo Chetty }
__D°__ 11 __D°__ Total amount actually paid.
__D°__ 12 __D°__ Amount Over-paid.
__D°__ 13 __D°__ __D°__ Not paid.

In scrutinizing the copy of the plaintiffs claim you will perceive at a glance that the Grand total of the plaintiffs Bricks is quite correct with the Statement a copy forwarded with letter No.

North Arcot District

No 91 or Wallajah Range

Vouchers & Materials Collection
Dr by Wallajahpett Coopoo Chetty
Cr for the Palaur Anicut
Works. Date Visiting Paid
and due to Government.

Statement & Remarks with regard to the Accounts of Coopoo Chetty for Materials supplied for the Palaur Anicut Works.

1. It is not easy to ascertain the whole number of Bricks & Materials supplied by the Contractor, but from the Statement filed Dr 275-15 Bricks & the Overseer's Check account it appears that 3 Millions of Bricks have been supplied.

2. The Contractor's claim is for 4 Millions.

3. The Contractor's claim is for 4 Millions.

4. The Contractor's claim is for 4 Millions.

25 January 1866.

Examined & Checked
Dr Bricks

Examined & Checked
Cr Bricks

№ 263 abovementioned, and that 58730 of the unserviceable rubbish are paid for in the 375000 and over payment shown in Column 12. Rupees 205—8—10

The value of Tools supplied and not returned Rs 2—9—.

Total due from Rupees 208—1—10.

Deduct the Value of 95 Carts of firewood at Rs 1¾ per Cart Load 166—4—.

Actual amount due to Government from Plaintiff 41—13—10

But in lieu of the above just Statement the Plaintiff's claims:

165600 Unserviceable rubbish as per Column 7 in the list at Rs 3½ per 1000 579—9—7.

95 Cart Loads of firewood at Rs 1-10- per Load 154—6—.

Amount Deducted to cover risk on advance 45—.—.

Interest on the above 57—10—.

Grand Total claimed Rupees 836—9—7

The claim is clearly inadmissable and I hope you will be pleased to have the suit removed to the Civil Court at Chittoor where it could not stand a moment consideration, or could it not be removed to the High Court at Madras

I beg to Remain,
Sir,
Your Most Obedt. Servant.

D Wastie. Supervisor.
In charge of № 1 Wallajah Range
of North Arcot.

North Arcot District

No: 1 Wallajah Range.

From. 1865

Mr. D'Booth Supt.

In charge of No: 1 Wallajah Range

To. Lt. a.

The Supty Engineer,

2nd Division

Madras

Dated 15th } December 1865

Recd. 17 } No: 275

Enclosure. One

Forwards a Contract Statement of the Materials Supplied to the Palar Channel works by Wallajahpett Coolies Chitty and that his Claim is for payment for Unserviceable rubble

1285

Public Works Dept

No 81

Proceedings of the Madras Government

Under date the 8th January 1866

Read the following

From the Superintending Engineer of the 4th Division

Submits to Government correspondence from Executive Agent Hallycondah Range. North Arcot District on the subject of Palar Annicut work materials and solicits permission to defend the suit.

(Here enter 26th December 1865 No 3391)

With his endorsement which is above recorded, the Superintending Engineer of the 4th Div submits correspondence relating to a claim for Rupees 836-9-7 which has been made by certain Contractors in the North Arcot Distt on account of bricks and firewood supplied to the Palar Anicut

From

The Secy to Govt
of Madras

To, The Superintending Engineer
4th Division

Dated 26th December 1865
Received 29th

No 3391.

Submits to Government correspondence from Executive Agent Hallycondah Range North Arcot District on the subject of Palar Annicut work materials, and solicits permission to defend the suit.

No 81 8th January 1866

Ancient Works.

2. It appears that these Contractors, failing to obtain the amount which they claim from the Range Officer, have instituted a suit for its recovery in the District Moonsiff's Court at Sholinghur. The Superintending Engineer reports that the case is to come on for hearing on the 25th Instant, and solicits authority to defend the suit.

3. The Agreement, if any, which was entered into with the Contractor and the answer which is proposed to be filed by

Jany 1856

Q. - Mr. Booth are not among the papers which are submitted to Government - The attention of the Superintending Engineer will be called to these omissions, and he will be enquired to enjoin strict adherence to the orders of Govt which are contained in Chapter XIII of the Public Works Code.

With these remarks the Governor in Council resolves to authorize the Superintending Engineer to defend the suit in the first instance at the public expense; but His Excellency will determine, on the receipt of a copy of the decree, by whom the costs, if any, be defrayed -

against the defendants,
Thereof the bonne.

To

[illegible]

[illegible]

1st V 1866 D. 2500

Pleas: of Govt. for Sum

D.º 81

Plea: of the Salvor

D.º 18th Sum/66.

Suit instituted by Contractors in the North Arcot District on account of materials supplied to the Palar Anicut Works. The Superintending Engineer 4th Division authorized to defend the ——

No. 170-171