M.R.O. 1—77,606—8-6-37.

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

# MADRAS RECORD OFFICE.

## Government of Madras.

## Revenue DEPARTMENT.

| | |
|---|---|
| G.O. No. | Press / Mis. |
| Dated | 18 . |

***Not to be folded or roughly handled***

*Proceedings of the Madras Government, Public Works Department, 27th May 1867.*

No. 611. Read the following letter from J. O. WRIGHT, Esq., A. M., T. C. D., Solicitor of High Court of Judicature at Madras, to the Secretary to Government, Public Works Department, dated Chambers, 2nd Line Beach, Madras, 17th May 1867:—

1. It is represented to me that Mr. J. W. Carter entered into a contract in the year 1864 or 1865, with Government, for the opening to cart traffic and construction of certain bridges on the road from Teriote to Vythery.

2. It is further represented to me that the stipulated time expired on or about 1st May 1865 for the completion of said works, but that same was extended by the Engineer then in charge of that district; that finally the work was taken out of Mr. Carter's hands and carried on under direct agency of Government, he being unable to finish same owing to the high price of labour, and having taken the contract at too low a rate.

3. It is also represented to me that at the time of entering into the contract referred to, Mr. Carter gave some security on his property in that district; and that when the works were taken out of his hands there was money alleged to have been received by Mr. Carter in excess of work done, to secure same some steps were taken to attach that property, the exact nature of which I have not been able to ascertain. I am informed that Mr. Carter left the property in charge of a friend, and accepted of a situation in another district; some of the Government Officers warned the party not to interfere with the property in case he should be held liable for Mr. Carter's debt. This property, as no doubt the Government are aware, was a new coffee plantation, and its only value consisted in the amount of work done, which as far as I can learn was very small. I understand the entire of the coffee was destroyed by fire more than twelve months since, there being no one in charge, and is now of course wholly valueless. Mr. Carter for the last year was afflicted with severe illness, and unable to look after business or earn anything for his support or that of his family; a few days since death put an end to his sufferings, leaving his family totally unprovided for.

4. The (so-called) property being the only security which the Government have for their claim, which in reality in its present state is worth nothing, I would respectfully ask the Government to take the matter into consideration and relinquish any claim they may have against same, and restore the title deeds to the widow, who then might, by the assistance of some friends, endeavour to do something with it for the benefit of her family.

Awaiting your reply, I have the honour to remain, &c.

No. 612. ORDER THEREON, 27th May 1867, No. 1,589.

CIVIL WORKS, No. 71.

Referred to Captain Kennedy who will furnish information regarding the contract said to have been entered into by the late Mr. Carter, reporting the nature of the security alleged to have been deposited, and the amount of the demand remaining unadjusted. Captain Kennedy will also state his opinion on the application now made for the relinquishment of the claim against the deceased.

(True Extract.)

Colonel, R. E.,
*Secretary to Government.*

To Captain Kennedy.
Exd. S. T. Augustin.

tps were taken to attach that property. the exact

Chambers
No 13. 2nd Line Beach Madras
17th May 1864

To
The Secretary
of the Public Works Department

Sir

It is represented to me that Mr J. W. Carter entered into a Contract in the year 1864 or 1865 with Government for the opening to Cart traffic and Construction of Certain Bridges on the Road from Periode to Vitherry

It is further represented to me that the Stipulated time expired on or about 1st May 1865 for the Completion of said work but that same was extended by the Engineer then in Charge of that District, that finally the work was taken out of Mr Carter hands and Carried on under direct Agency of Government he being unable to finish same owing to the high Price of labor and having taken the Contract at too low a rate.

It is also Represented to me that at the time of entering into the Contract Referred to Mr Carter gave some Security on his property in that District and that when the works were taken out of his hands there was money alledged to have been Received by Mr Carter in Excess of Work done to Secure same, Some Steps were taken to attach that property. the

exact

exact nature of which I have not been able to
ascertain. I am informed that Mr Carter left
the Property in charge of a friend and accepted
of a Situation in another District Some of the
Government officers warned the party not to
interfere with the Property in Case he Should
be held liable for Mr Carters debt. This property
as no doubt the Government are aware was a
new Coffee Plantation and its only value
Consisted in the amount of work done which
as far as I Can learn was very Small I under
Stand the entire of the Coffee was destroyed
by fire more than 12 months Since, there
being no one in charge and is now of course
wholly valueless Mr Carter for the last year
was afflicted with Severe illness and unable
to look after business or earn anything for
his Support or that of his family a few days
Since death put an end to his Sufferings
leaving his family totally unprovided for.

The (So Called) Property being the only
Security which the Government have for their
Claim which in reality in its present State
is worth nothing I would Respectfully
ask the Government to take the matter
into Consideration and Relinquish any
Claim they may have against Same
and Restore the Title Deeds to the
Widow, who then might by the Assistance
of Some friends endeavour to do Something
with

with it for the benefit of her family.

Awaiting your Reply I have the
honor to remain

Your Obedient Servant

Joseph Owen Wright

A. M. I. C. E.

Solicitor of High Courts

of Judicature at Madras

P. W. 1867 Dept
Pro: of Govt. for May
No 1867

From
J. O. Wright Esqre
Solicitor of High Court
of Judicature at Madras

To The Secy. to Govt. P. W. D.

Dated 17 / 20 } May / 67

Requesting, under the circumstances, that Govt. will relinquish any claim that they may have agt. the late Mr. Carter who contracted to construct certain bridges in the Wynaad.

No. 611

C.O. 1589. 27th May 1867

---

Public Works Department.

1589

No. 1589

5

# PROCEEDINGS of the MADRAS GOVERNMENT.

under date the 27th May / 67

Read the following

From J. O. Wright Esqre
Solicitor of High Court
of Judicature at Madras.

(Here enter No. dated 17 May 1867)

ORDER THEREON, 186 , No.

Referred to Captn Kennedy who will furnish information regarding the Contract said to have been entered into by the late Mr Carter, reporting the nature of the Security alleged to have been deposited, and the amount of the demand remaining unadjusted. Captn Kennedy will also state his opinion on the application now made for the relinquishment of the claim against the deceased.—

Captn Kennedy 13/2

Dept. 28/5/67

Pub: Works 1867 Departt.

Pro: of Govt. for May

No. 1589

Pro: of the Madras Govt.

4 27th May 1867

Letter from J. C. Wright Esqre. Solicitor requesting that Government may relinquish their claim on the property of Carter (Mr. Gate). a Contractor in the South Canara District, referred to Captn. Kennedy.

No. 611-612