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MADRAS RECORD OFFICE.

Government of Madras.

P. W. DEPARTMENT.

G.O. No. 1913	Press
572-573.	~~Mis.~~
Dated 26-6-1867.	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
26th June 1867.*

No. 572. Read the following letter from the Special Executive Engineer,
Wynaad:—

Forwards copies of letters from the Officer in
charge of North Wynaad Range, regarding
the contract held by late Mr Carter, and the
amount due by him to Government. (Here enter 21st June 1867, No. 221.)

No. 573. ORDER THEREON, 26th June 1867, No. 1,913.

CIVIL WORKS, No. 68.

As the Suit instituted in the Principal Sudr Ameen's Court of Calicut, to recover from the late Mr. Carter the amount due by him to Government, is still pending, the Government decline to waive their claim against his estate, and they direct Captain Kennedy to call upon the Government Pleader to move the Court for an early hearing of the case.

(True Extract.)

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

No. 36.

North Wynaad Range Office
Mammitoty 27 May 1867

To.

Captain F. B. Kennedy
Special Ex. Engr. Wynaad

Sir.

I have the honor to inform you, with reference to your letter No. 147 dated 18th instant, that, since Government in their order No. 178 dated 16th January 1866, sanctioned legal proceedings to be taken against Mr. Carter for the recovery of the advance of money which he did not work out, the suit against Mr. Carter has been filed in the Sudder Minis Court at Calicut, but has not as yet been disposed of by that Court.

2. All documents bearing on the subject were shown by me personally, and the case fully explained, to the Government Pleader at Calicut, T. H. Shukra Floroop, in February 1866, and that Officer reported to me under date, the 11th August last, that the suit had been filed by him in the Principal Sudder Minis Court at Calicut, under No. 21 of 1866. Since that date I have heard nothing more of the Proceedings, the suit having evidently not yet been taken up by the Court.

3. The unrecovered balance, Mr. Carter was owed for, amounts to Rupees 2936-2-0 exclusive of interest. The expenses, hitherto incurred

incurred in filing the suit, for stamped paper
88^{rs}, amount to Rupees 157-11-4, so that the total
deficiency on account of Mr. Carter's work, -
amounts to Rupees 3087-6-4, exclusive of interest.

4. The defendant's Property, the St. Mary's
Estate, near Vything, was pledged or mortgaged
to Government by the Defendant, in a formal
Security Bond entered into, at the time the Con-
tract was signed. Both Contract and Security
Bond, are filed with the other original Docu-
ments, in the Court.

5. The title deeds of the property were
never in my possession; I did not insist upon
receiving them from Mr. Carter, as the Security
Bond executed by him, and pledging his property
for the due fulfilment of his Contract, was con-
sidered a sufficient guarantee, the transaction
having been publicly advertised by me in the
District Gazette. The Government Pleader at
Calicut bears me out in saying that the possession
of the title deeds by me was not essential.

6. There are no Government Orders besides
the one alluded to in para 1 of this letter bearing
on the subject of this law suit, and there has
been no correspondence sent it, since the suit
was filed. Mr. and Mrs. Carter's original
letters are filed in the Court, and so are copies
of my replies to those letters. I do not suppose
that you require these documents, since they merely
contain the material from which the plaint

was framed, and the substance of which was
reported to Government in Colonel Walker's
letter, printed with the G. O. No. 178 dated 16th
January 1866.

I have &c.

Signed J. F. Nordmann
Assistant Engineer.

No. 144.

North Wynaud Range Office
Mamantoty 14 June 1867.

To.

Captain R. B. Kennedy
Special Ex. Engr., Wynaud.

Sir,

1. I have the honor to reply to your
endorsement No. 172 dated 1st August, and G. O. No. 1589
of the 27th May, and to submit such additional
information regarding Mr. Carter's Contract, as
has not already been furnished in my letter No. 36
dated 27th May. This reference has been unavoid-
ably delayed by your Memo. under reply having
reached here during my absence on casual
leave, last week.

2. I am unable to forward copies of Contract
and Security bond, those documents being
deposited in original in the ^{Principal} District Admin. Court
at Calicut, and no copies of them in my Office.
But I have written to the Government Pleader
at Calicut to send me back the original docu-
ments.

= ments, if possible, or at all events, copies of them.

3. The contract stipulated, that Mr. Carter was to make the road from Varie to Vythery passable for Carts, at specified rates for earth work, side drains, rock work, and surface repairs. He was also to build bridges and culverts partly of timber, partly of masonry, according to plans, estimates, and specifications which were furnished to him.

4. The security bond was executed in the form given in the Madras Public Works Code (called the new code) and pledged to Government his "St. Mary's" Estate near Vythery, for the due fulfilment of his contract.

5. Mr. Carter failed in his contract, as reported in para. 8 of my letter, printed with G. O. No. 178, dated 16 January 1866, which, I have no doubt, is in the files of your Office.

6. Regarding your question, whether there are any unfavorable features in the transaction on the part of Mr. Carter, I am unable to say from personal knowledge, whether there are any such. Mr. Carter lived 26 miles away from my Head Quarters, and this circumstance, added to my numerous other works in progress at that time, did not permit my watching him very closely. Unfavorable reports about him came privately to my ears, including those from yourself on my occasional visits to Lucknow. The purport of those reports seemed so far as I remember, chiefly to be, that Mr. Carter was ^{and sleeping at ease at Calcutta} neglecting his work, - from personal knowledge corroborate these reports, having, as before stated,

stated, not had sufficient opportunity of closely observing Mr. Carter's conduct with regard to his contract work, during such time as I could not be present at his work.

7. I beg further to remark, with reference to para 3 of Mr. Wright's letter / printed with G. O. No. 1589, of the 27 May / wherein a report is mentioned that Government Officers warned "a friend of Mr. Carter's not to interfere with the Estate," that I reported on this subject in my letter to the Superintending Engineer's Division, No. 167, dated 6 August 1866 / presumably in record in your Office / from which the real facts of the case will be seen, and that I proposed that Mr. Carter should be allowed to work and improve his estate while it remained under legal attachment.

I have &c.

Signed J. F. Nordmann
Assistant Engineer

(True Copies)

W. W. Keener Captain
Special B. Engineer, Nagard.

Special U.S. Eng's Office, Wynand
Sierrita, 27th June 1887.

N. 221.-

From The Special Executive Engineer
Wynand

To The Secretary to Government
D. P. Howells
Hastings.

Sir, I beg to forward copies of the
letters from the Officers in charge of North
Wynand Range regarding the case of the
late Mr. Carter, about which information
was called for in the order of Government
27th May 1887 & 1584.

2. It will be seen that the amount
of loss incurred by Mr. Carter's failure is
Rs. 3,987. 6. "

3. I am of opinion that Mr. Howells
-man acted with some imprudence in
giving such heavy advances, as he did, to
Mr. Carter, whose state of insolvency was
sufficiently notorious in this part of Wynand
though doubtless well known to Mr. Howells
who had not then been very long in the
District.

4. I cannot say I am aware of any
misappropriation by Mr. Carter of the ad-
-vances made, and attribute his failure
partly to the non-performance of their

36 of 27th May 1887
44 of 14 June 1887

In a letter
from
The Special Executive
Engineer Wynand

To
The Secretary to Govt
D. P. Howells.

Dated 27th June 1887
No. 221.

MS. 221/1/1

Copies of letters from
the Officers in charge of
North Wynand Range
upon the subject of the
late Mr. Carter to the
Secretary to Govt.

engaged into by the laborers to whom
he himself gave advice; but chiefly, to his
incompetency to carry out most of the
extensive matters entrusted to him. From
my own experience, I do not find it by any
means so easy to rapid progress, where any
but careful and of very great amount
are entrusted for execution, by unprofessional
parties, such as the generality of Planters
in Louisiana.

In conclusion I have only to
state that the property in question if sold
would, I believe, realize any thing like the
amount due; and that so far as the actual
right, and justice of the question are concerned,
no claim exists against Government; but
that the surrender of the property can only
be acted as a matter of charity to the
widow, and family, who, I believe, have been
left in a state of destitution.

I have the honor to be,

Yours most obed^t servant.

ADY. NUNN, Captain
Special Co. Engineers Louisiana

in the State of Louisiana
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the property in question and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

to the effect that the
 amount of the
 of the office is \$1000 per
 year

Approved.

Wm. H. Huntory Jr. Secy.

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Wm. H. Huntory Jr.

Book 1077
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Wm. H. Huntory Jr.

11th June 1863

As the suit is instituted in

the Principal Judge, General Court
 of Circuit, because from the late
 Mr. Carter the amount due by him
 to Government, is still pending,
 the Government decline to receive
 their claim against his estate
 and they direct Captain Kennedy
 to call upon the Govt. Pleader to
 move the Court for an order
 removing of the case

Quint & George
 26th June 1863

4th Capt Kennedy

1st 2d Thos. E. J. Scher in 8th

1st 2d Thos. E. J. Scher in 8th

Wm. H. Huntory Jr.

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to the effect that the
 amount of the
 of the office is \$1000 per
 year

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