

(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. 1214 | Press           |
| 26-27         | <del>Mis.</del> |
| Dated 2. 5    | 1871 .          |

**Not to be folded or roughly handled**

*Proceedings of the Madras Government, Public Works Department,  
2nd May 1871.*

No 26 Read the following letter from the Acting Superintending Engineer, 8th Division, to the Secretary to Government, Public Works Department, dated Madura, 19th April 1871, No 145 —

In reference to the telegram despatched by you to Lieutenant Shepherd, R E, (a copy of which, without date, has been received by me from you this day,) informing him that his agreement with the Contractor "may be" considered null and void, and directing him to proceed with the work vigorously and departmentally, I have the honour to point out that I have reason to know that unless the claims of the Contractor, for the entire work executed by him, are settled to his satisfaction prior to any fresh work being started, the result will be that a Civil suit will be brought against me as Superintending Engineer for the balance due to him

2 In his letter dated 14th February 1871, No. 2,923, Major Ryves, R E, when in charge of this division requested the Chief Engineer for Irrigation to obtain the opinion of the Government solicitor on the informal contract drawn up by Lieutenant Shepherd, R E.

3. As this opinion has not yet been communicated, I deem it only my duty to bring the matter prominently to notice, in order that the Government may know the liability they are incurring of being plunged into fresh litigation in respect to these works

4 Mr Rundall and Lieutenant Shepherd, R E, are now engaged with the Contractor's Agent in measuring up and settling the Contractor's accounts, and as I shall be myself in Tinnevely at the end of this week, I hope to be in a position very shortly to submit a report on the subject

5. In the meantime, and until a properly drawn up document duly signed and sealed by the Contractor and *his partners*, in acknowledgment of all claims due to them, is executed, it appears to me extremely unadvisable to commence any fresh work.

6 I have ventured, therefore, to furnish instructions to this effect to Mr. Rundall, the Executive Engineer in charge of the Irrigation Range, and I trust to receive explicit orders from Government should these proceedings not meet with ~~their~~ approval

7 I may mention, moreover, that the question of reducing very considerably the rates of all description of work has been engaging my earnest attention since I took charge of the division, and although it cannot be expected that this object can be attained all at once, I have every reason to hope that, by gradual and systematic reductions, we shall be able to inaugurate a more sound and equitable rate of charges than that which has obtained heretofore With the renewal of the ancient works the rates will be revised tentatively and cautiously, and will be watched carefully so that too much haste may not make the less speed

8 The first work that will engage Lieutenant Shepherd's attention, *i e*, when we are in a position to commence work, is the putting in of the foundation of the remaining portion of the lower retaining wall of the ancient Arrangements for the supply at the earliest possible date of the materials required for this work will be at once made, as it is of the greatest importance for this work to be executed during the present dry season

Proceedings of the Madras Government, Public Works Department,  
2nd May 1871.

9. In conclusion, I have the honour to state that I shall consider it a great favour if all instructions for the juniors of this department may be communicated to me in the first instance, as the reverse of this practice places me, as Superintending Engineer, obviously in an unfair position towards the rest of the department, since in such case they must naturally consider that they are in a measure released from my control when they find themselves able to obtain instructions independent of me.

No. 27.

ORDER THEREON, 2nd May 1871, No. 1,214.

IRRIGATION, No. 5.

UNDER the circumstances now brought to notice by the Superintending Engineer of the 8th Division, the course adopted by him (as stated in paragraphs 4 to 6 inclusive of his letter) is approved, the instructions contained in the G. O., dated 19th instant, as well as in the telegram of the 14th being cancelled.

2. In anticipation of the contingency of the Contractor not consenting to waive whatever lien he may imagine he still has on the execution of the Striviguntum Anicut Works, Colonel Roberts will prepare and submit a statement of the case with all its attendant circumstances (forwarding at the same time all papers which may be alluded to, or quoted in the statement) with a view to the opinion of the Government Pleader being obtained on the question whether or not the works may be taken out of the hands of the Contractor without his consent or the consent of his partners. In this statement it should be clearly shown whether, and how, Contractor Ragavacharry's partners have been recognized as such in respect of this contract. It is observed that the memorandum of agreement mentions only the individual Ragavacharry and that document is not signed by him as for a firm.

(True Extract.)

Major, R.

Acting Joint-Secretary to Government

To the Acting Superintending Engineer, 8th Division  
" Chief Engineer for Irrigation  
" Controller of Public Works Accounts

Ed S T Augustin.

Madras  
19th April 1871  
Colonel Roberts  
Superintending Engineer, 8th Division  
Colonel Roberts  
Acting Joint-Secretary to Government  
In reference to the telegram despatched by you to Lieutenant Shepherd  
A copy of which without date  
has been received by me from you this  
day informing him that his agree-  
ment with the Contractor may be  
considered null and void, and directing  
him to proceed with the work vigorously  
and departmentally. I have the honor to  
point out that I have reason to know  
that unless the claims of the Contractor  
for the entire work executed by him are  
settled to his satisfaction prior to any  
fresh work being started, the result will  
that a civil suit be brought against me  
as Superintending Engineer for the  
balance due to him.

2. In his letter dated 12<sup>th</sup> February 1871 No 2928, Major Styes at present in charge of this Division requested the Chief Engineer for Irrigation to obtain the opinion of the Government Solicitor on the informal contract drawn up by Lieutenant Shepherd etc.

3. As this opinion has not yet been communicated, I deem it only my duty to bring the matter prominently to notice, in order that the Government may know the liability they are incurring of being plunged into fresh litigations in respect to their works.

4. Mr. Randall and Lieut. Shepherd are now engaged with the Contractor Agent in measuring up and settling the Contractor's accounts; and as I shall be myself in Trinidad at the end of this week, I hope to be in a position very shortly to submit a report on the subject.

5. In the meantime and until a properly drawn up document, duly signed and sealed by the Contractor

and his Partners, in acknowledgment of all claims due to them is executed, it appears to me extremely unadvisable to commence any fresh work.

6. I have ventured therefore to furnish instructions to this effect to Mr. Randall, the Executive Engineer in charge of the Irrigation Range, and I trust to receive explicit orders from Government should these proceedings not meet with their approval.

7. I may mention, moreover, that the question of reducing very considerably the rates of all descriptions of work has been engaging my earnest attention since I took charge of the Division; and although it cannot be expected that this object can be attained all at once, I have every reason to hope that by gradual and systematic reductions, we shall be able to inaugurate at once a more sound and equitable rate of charges than that which has obtained hitherto. With the renewal of the Annual works the rates will be revised tentatively and cautiously, and will be

carefully so that too much haste may not make the less speed.

8. The first work that will engage Client's Shepherd's attention, is, when we are in a position to commence work, is the putting in of the foundations of the remaining portion of the lower retaining wall of the Ancient. Arrangements for the supply at the earliest possible date of the materials required for this work will be at once made, as it is of the greatest importance for this work to be executed during the present dry season.

9. In conclusion I have the honor to state that I shall consider it a great favor if all instructions for the service of this Department may be communicated to me in the first instance, as the position of this practice places me, as Superintendent Engineer, obviously in an inferior position towards the rest of the Department, and in such case, they must naturally consider that they are, in a measure, released from my control, when they find themselves able to obtain instructions independent of me.

10. I have the honor to be, Sir, your obedient servant.

Richd. Roberts  
Superintending Engineer  
S. H. Division

we may imagine still

carefully so that too much haste may not make the less speed.

8. The first work that will engage Lieut. Shepherd's attention, is when we are in

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in such case, they must necessarily consider that they are, in a measure, released from my control when they find themselves able to obtain pro- traction independent of me.

Recd 19 April 71 No 2010258

Recd 19 April 71

No 26

Public Works  
The Secy to Govt  
The Secy to Govt  
The Secy to Govt

Date 19 April 71  
Received 22nd

No 1214-2 May 71  
States his views regarding the vigorous prosecution of the Striveigundam Ancient Works Departmentally, before the plans of the contractor for the entire work executed by him are settled to his satisfaction.

Copy

Telegraph message -  
To Lieut. Shepherd -  
(Palamcottah)

The agreement with Ragava Chetty for Striveigundam Ancient Works may be considered null and void, and the work should be vigorously proceeded with departmentally -  
15 April 1871 } Signed/ C. A. An G. R. R.  
Secy to Govt

no may anyone still

Public Works Department  
No 1214  
Proceedings of the Madras Government  
Under date the 2 April 1871

Read the following

From The Asst Engrs }  
8th Div } H. C. No 115 of 19th April 1871

Under the circum-  
stances now brought to  
notice by the Asst Engineer  
of the 8th Division, the  
course adopted by him  
<sup>as stated in</sup>  
(~~para~~ paras 4 to 6 inclusive  
of his letter) is approved  
the instructions contained  
in the L.O. dated 19th  
instant as well as in  
the telegram of the same  
date being cancelled.

In anticipation  
of the contingency of the  
contractor not consenting  
to waive whatever lien  
he may imagine ~~still~~

A.  
A.A.  
J.S.

Instructions independent of me!

care, still have on the execution  
 ma of the Strivingium Ancient  
 8. works. Col. Roberto  
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 me a statement of the case  
 is with all its attendant  
 the circumstances forwarding  
 at the same time all  
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 will alluded to or quoted in  
 given the statement with a  
 view to the opinion of  
 9 the Govt. solicitor being  
 stat if obtained on the question  
 Dep. whether or not the work  
 me may be taken out of the  
 of hands of the Contractor  
 done without his consent or the  
 pos consent of his partners.  
 consider this statement it should  
 rel. be clearly shown whether  
 for and how contractor  
 from

Ragavacharry's partners  
 have been recognized  
 as such in respect of  
 this contract. It is  
 observed that the mem.  
 of agreement mentions  
 only the individual.  
 Ragavacharry and that  
 document is not signed  
 by him as for a firm.

H.L.

27  
 11  
 1. The Superintendent  
 3. Chief Engineer for Sargur  
 5. Contractor

Resd 4/5/71

*[Faint, mostly illegible handwritten text in a cursive script, likely in Spanish or Portuguese.]*

*[Handwritten signature or initials.]*

Govt of 1871 Madrid.  
PUBLIC WORKS.

*Mr. Rodriguez*  
*Superintending Eng.*  
*8th Division*

2<sup>o</sup> May 1214

No: 26-27

*[Faint handwritten notes and lines, possibly a list or schedule.]*