M.R.O. 1—27,005-8-6-37.

(1) Number of pages 1 1 2

(2) Date of repair

(3) Initials of the Reference

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1873 Press Mis.
263-62

Dated 17-7 1962.

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department, 17th July 1871.

No. 263. Read the following letter from the Acting Superintending Engineer, 8th Division, to the Secretary to Government, Public Works Department, dated Madura, 29th June 1871, No. 1,049 :—

In reference to G. O., 13th June 1871, No. 1,572, calling upon me to report whether opposition is still to be anticipated on the part of the Contractor or his partners to the cancelment of the contract th respect to the execution of the remainder of the Striviguntum works, I have the honour to report as follows:—

It was purely by an oversight on my part, I regret to have to say, that I omitted to mention in my report No. 336, dated 5th May 1871, anything on the subject of Ragavacharry's partners; the fact is that, in the interim of my letter of the 19th April 1871 and that just quoted, the question had been disposed of by me.

3. At the time of writing my letter of the 19th April, I had only recently joined the division, and I was personally unacquainted with the details of the anicut works. And as Major Payne had, when passing through Madura, on his homeward route, warned me strongly about these partners of the contractor, I brought the matter accordingly to the prominent notice of Government.

4. I should mention that, so far back as the 28th February 1871, the Collector of Tinnevelly had addressed my predecessor, requesting that no money may be paid to the firm of Rutnum Moodelly and Co. except through him (Mr. Puckle). On my visiting the anicut works, however, I found that besides Ragavacharry himself, only one of his partners, Rutnum Moodelly, had ever been seen on the works. Accordingly, in a letter dated 29th April 1871, No. 301, I represented the matter to Mr. Puckle, in the following terms, for further instructions :—

"Although the works carried on in connection with the Striviguntum anicut "project have been executed under an agreement made with Ragavacharry, Rut- "num Moodelly has been almost as frequently and as much on the works as "Ragavacharry himself, and his connection as co-contractor with Ragavacharry "has at all times been acknowledged by Lieutenant Shepherd, even so far as to his "recognizing Rutnum Moodelly's receipt for moneys in advance as equivalent to "that of Ragavacharry.

"At the same time the cheques were in all cases made out in the name of "Ragavacharry, by whom the bills were invariably signed.

"Under these circumstances, and as we have nothing on record to show in "what manner, or to what extent, Rutnum Moodelly was allied to Ragavacharry, "and taking into consideration that all payments have been made to Ragavacharry "and not to Ragavacharry and *Company*, it appears to me that I shall be render- "ing myself liable to an action at law were I to accede to the request contained "in your letter under reference.

"Should you, however, still desire me to adopt the course suggested by you, "I have the honour to request that you will furnish me with an injunction to that "effect.

"I may mention, in conclusion, that Ragavacharry's Vakeel and accredited "Agent, who also holds a Power of Attorney from Rutnum Moodelly, denies that "any partnership exists, as regards the Striviguntum anicut, between Ragava- "charry and Rutnum Moodelly, although he admits a general partnership between "them."

5. At the same time I requested the Contractor's Agent to forward me, at his earliest convenience, a guarantee drawn up in proper legal form that no claims will be instituted hereafter by Rutnum Moodelly for work executed up to date on the Striviguntum anicut works.

6. This guarantee Mr. Prince, the Contractor's Agent, accordingly supplied, and the Collector subsequently furnished me with the injunction solicited.

7. With regard to the Contractor, he has at the outset expressed, through his Agent, his objection to the cancelment of the contract until such a time as a final settlement should have been made on work done to date. And, although everything has been done to aid and assist him in examining and measuring up such work, even so far as to advancing his Agent, at his request, Rupees 400 "to enable "him to carry on the work, with a view to a speedy settlement of accounts," no progress can be reported up to date.

8. From the great delay made by the Contractor's Agent, Mr. Prince, in settling in any way the bills for the masonry works given him on the 1st May last, the whole of which might have been returned by him either agreed to or not agreed to within fifteen days, *i. e.*, nearly six weeks ago, it is believed that he is purposely delaying settlement till the result of the High Court appeal is made known.

9. Mr. Prince still professes himself anxious for a settlement of these claims, but he has returned only fourteen out of twenty-three bills for masonry works, the whole of which, if he chose to do so, he could settle at once.

10. On receipt of G. O., 2nd May 1871, No. 1,214, the re-commencement of the work was stopped, and it cannot now be begun again until some definite arrangement has been arrived at with regard to the amount of work done by the contractor, so as to prevent any dispute hereafter as to the actual quantity of work performed before we re-commenced these operations. This is the more essential, since nine out of ten works have been left unfinished.

11. I am now about to return to Tinnevelly, and I shall report further on the subject as soon as I have any additional information to communicate.

No. 264. ORDER THEREON, 17th July 1871, No. 1,873.

IRRIGATION, No. 16.

RECORDED, with reference to the under-mentioned Orders:—
No. 1,685, 22nd June 1871.
" 1,710, 26th " "

(True Extract.)
(Signed) J. CARPENDALE, Colonel, R.E.,
Secretary to Government.

Ed. E. C. Shunker.

No. 1049

Madura
29th June 1871

From,
Lieut. Col. R. A. Roberts R.E.
Ag. Superintg. Engineer S. & Dn.

To,
Colonel J. Carpendale R.E.
Secretary to Govt. P.W.D.
Madras

Sir,

With reference to G.O. 13th June 1871, No. 1572, calling upon me to report whether opposition is still to be anticipated on the part of the Contractor or his partners to the cancelment of the Contract with respect to the execution of the remainder of the Striviguntum works, I have the honor to report as follows:—

2. It was purely by an oversight on my part, I regret to have to say, that I omitted to mention in my report No. 336, dated 5th May 1871, any thing on the subject of Ragavacharre's partners- the fact

fact is that in the interim of my letter of the 19th April 1871 & that just quoted, the question had been disposed of by me.

3. At the time of writing my letter of the 19th April I had only recently joined the Division, & was personally unacquainted with the details of the Amicut works. And as Major Payne had when passing through Madura, on his homeward route, warned me strongly about these partners of the Contractor, I brought the matter accordingly to the prominent notice of Government.

4. I should mention that so far back as the 28th February 1871, the Collector of Kimedy had addressed my predecessor requesting that no money may be paid to the firm of Putnum Moodelly & Co except through him (Mr Pickle) on my visiting the amicut works, however, I found that besides Ragavachary himself, only one of his partners Putnum Moodelly, had ever been seen on the works. Accordingly in a letter dated 29th April 1871, No. 301, I represented the matter to Mr Pickle in the following terms for further instructions.

"Although the works carried on in
"connection with the Strongylum amicat-
"project have been executed under an
"agreement made with Ragavacharry,
"Putnum Moodelly has been almost as
"frequently & as much on the works as
"Ragavacharry himself, & his connection
"as Co-Contractor with Ragavacharry
"has at all times been acknowledged
"by Lieut Shephard R.E., even so far

as

"as to his recognizing Puthuma Moodelly's
"receipts for moneys in advance, as
"equivalent to that of Ragavachary."

"At the same time, the cheques
"were in all cases made out in the
"names of Ragavachary, by whom the
"bills were invariably signed."

"Under these circumstances, and
"as we have nothing on record to shew
"in what manner, or to what extent
"Puthuma Moodelly was allied to Ra-
"javachary, & taking into consideration
"that all payments have been made
"to Ragavachary & not to Ragava-
"charry & Company, it appears to me
"that I shall be rendering myself
"liable to an action at law were I
"to accede to the request contained in
"your letter under reference."

Should

"Should you however still desire me
"to adopt the course suggested by you,
"I have the honor to request that you
"will furnish me with an injunction
"to that effect."

"I may mention in conclusion that
"Ragavacharry Vakeel & accredited
"Agent, who also holds a Power of
"Attorney from Puthuma Moodelly, denies
"that any partnership exists as regards
"the Srungamtarie Amicut, between
"Ragavacharry & Puthuma Moodelly,
"although he admits a general partner-
"ship between them."

5. At the same time I requested
the Contractors Agent to forward me
at his earliest convenience a guarantee
drawn up in proper legal form that
no claims will be instituted hereafter
by Puthuma Moodelly, for work executed

up

up to date on the Shivigumbum anicut works.

6. This guarantee Mr. Prince, the Contractor's agent, accordingly supplied & the Collector subsequently furnished me with the injunction solicited.

7. With regard to the Contractor, he has at the outset expressed, through his Agent, his objection to the cancelment of the Contract until such a time as a final settlement should have been made on work done to date. And although every thing has been done to aid & assist him in examining & measuring up such work, even so far as to advancing his Agent, at his request, Rs 1,000 "to enable him to carry on the works, with a view to a speedy settlement of accounts", no progress can be reported up to date.

8. From the great delay made by the Contractor's agent, Mr. Prince, in settling in any way the Bills for the Masonry works, given him on the 1st May last, the whole of which appear to have been returned by him either agreed to or not agreed to within so short a time, it is believed, that he is purposely delaying a settlement till the result of the High Court appeal is made known.

9. Mr. Prince still professes himself anxious for a settlement of these claims, but he has returned only Abstracts of Bills for masonry works, the whole of which, if he chose to do so, he could settle at once.

10. On receipt of G.O.C.C. dated 1st Sept. No. 1211, the recommencement of the works

was stopt, & it cannot now be begun again until some definite arrangement has been arrived at with regard to the amount of work done by the Contractor, so as to prevent any dispute, hereafter, as to the actual quantity of work performed, before we recommence these operations. This is the more essential, since part of the works have been left unfinished.

11. I am now about to return to Limerick, & I shall report further on the subject as soon as I have any additional information to communicate.

I have the honor to be
Sir,
Your most Obedient Servant
Rich.d Roberts Lieut Col (R.E.
Acting Superintg Engineer
8th Division

P II Dept.

No 1873.

Proceedings of the Arms Committee
Under date the 17th July 1871
Read the following

From the Acting Superintending Engineer
of the 8th Division No 1069 of 29 June 1871

Recorded with
reference to the under-
mentioned orders.

No 1685 - 22nd June 1871
" 1710 - 26 " —.—.—

P II
6.7.71

C/fe 3110

Govt. of Madras.

PUBLIC WORKS.

To

Dated

Rect.

G. O. 17th July 1873.

Nos. 263 & 264.

Skrivipatnum Anicut Project

Works. Letter from the Supt
Engr Ste S. D. - furnishing
information called for in
P. O. No 1572 of 1871 regarding
the Cancelment of the Con-
tract for the Skrivipatnum
Anicut Works, recorded

68 July/71 C-11