M.R O. 1—77,006—8-5-37.

(1) Number of pages 164

(2) Date of repair 19-10-016

(3) Initials of the Referencer CU

MADRAS RECORD OFFICE.

Government of Madras.

Public works **DEPARTMENT.**

G.O. No. 2154 Press ~~Mis.~~

278-79

Dated 22-8- 1871.

Not to be folded or roughly handled

No 278 Read the following letter from the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary, 29th July 1871, No. 828 :—

I HAVE the honour, with reference to G O, No 864, dated 23rd March last, to forward for the information of Government the enclosed Judgment of the District Moonsiff of Purghee in the case noted in the margin

Plaintiff.—Ariff Saib of Madukseerah

Defendants
1 G Vencatasawmy Naidoo, Overseer.
2 Mr F Watkins, Supervisor
3 C Valoydum Moodelliar, late Overseer.
4 Hunnumuntha Row, Maistry

Claim—Rupees 78-2-0, interest Rs 9-12-0.

2. You will observe that the suit has been decided against Government, and it is with reference to this that I now wish to make my observations why the late Overseer of the Talook, C. Valoydum Moodelliar, should be made to pay the amount decreed from the sum due to him and which is held in deposit.

3. The original claim of the plaintiff was for Rupees 78-2-0 *plus* interest Rupees 9-12-0, but as during the progress of the case in Court the plaintiff thought he would be unable to prove work to the extent for which he claimed payment, he was willing to abide by the actual measurement of the work made by Mr. Watkins, and which was valued at Rupees 50-10-8 To this sum, however, the costs* of the suit must be added, making a total of Rupees 61-8-7 decreed against Government. The claim for interest was untenable

* Rupees 10-13-11.

4. Embodied in paragraph 13 of the Proceedings is the particular order of Mr. Watkins referred to, and on which the Overseer acted. It has been contested that although this was authority sufficient for the Overseer to act upon, still it nowhere appears that the action itself of the Overseer was justified, inasmuch as it is not shown that the tank was in danger at the time the Overseer took upon himself to order the work.

Mr. Watkins' instructions to the Overseer were that the Overseer or Maistry were to take certain steps in case there was heavy rain, and if the surplus water was so considerable as to cause fears of the existing escapes being insufficient, to take steps to rapidly discharge such surplus water, in which case they were only then to adopt certain measures to assist the discharge.

5. Instead of acting up to these instructions, the Overseer appears to have had the work executed; whether such was necessary is not borne out by any statement made by him in his diary. Mr. Watkins, on his inspection of the work, found it to have been unnecessary, and, on my *personal* inspection in January 1870, I was of the same opinion.

The following are the entries in the Overseer's diary for the 20th, 21st, 22nd, and 23rd, and from which it will be seen that although the tank was full there is nothing in these remarks to show that danger was apprehended

"20*th*, *Yerrabommanahully tank*.—The tank is full and the rear part of the bund in places are very swampy by the spring of the tank, the portions of the bund are in need of improvement.

"21*st*, *Yerrabommanahully tank*.—Engaged to take level for deepening the natural surplus at the Karasukerhully western end of bund, necessary steps have

been made to place the work-people for deepening the above with reference to the instruction of the Range Officer.

"22*nd*, Sunday.

"23*rd*, *Yerrabommanahully tank* —Engaged to frame estimate for all necessary improvements required to the tank."

7 I also attach a copy of the Rain Register from 1st to 31st August 1869, as supplied by the Overseer himself. From these I could not see that the work was in any danger, or that there was any necessity for the work which the Overseer ordered to be carried out, and which he seems to have considered of so little importance that he did not step to see it executed.

8 In paragraph 3 of my letter printed with G. O, No 864, above quoted, I refer to a statement made by plaintiff, that Valoydum Moodelliar promised to pay for the work done from his own pocket. It does not appear that Valoydum Moodelliar was himself present in Court, but was represented by a Vakeel who filed a written statement, in which (paragraph 4) he denies having consented to pay plaintiff if he was refused payment from Government This consent is alluded to in the Summary and Judgment on the case, in words to the effect that even if 3rd defendant did so consent, the arrangement could not be sustained in law.

9. I gather from these remarks that the plaintiff was either unable to prove the assertion he made in his Urzee, or that he was unwilling to do so with the apparent intention of reserving to himself the right of instituting a suit against the 3rd defendant should the present suit have been decided against him, as all four defendants were cited in their "official" capacity and jointly.

10. The 2nd defendant, Mr. Watkins, proved (to the satisfaction of the Court it is supposed, as no mention contradictory to his statement appears to have been made) that, as Supervisor in charge of the Range, he entered into no agreement with plaintiff The 3rd and 4th defendants prove that work was executed by plaintiff, but as there was a discrepancy as to quantity of work actually executed, as measured by Mr Watkins and that originally claimed with the Overseer's support as to its correctness, there appears a suspicion about this. The difference value between the two measurements is Rupees 27-3-4.

11. I now come to certain remarks of the District Moonsiff in disposing of the case He states to the effect that the Superintending Engineer seems to have passed orders that the 3rd defendant should bear the expense of the work he had executed, without obtaining any explanation from the Overseer or to satisfy himself of the truth of the statement by inspecting the work himself.

12 I consider the District Moonsiff has in these remarks exceeded the latitude which the law may allow him when disposing of such cases; and it further appears from his remarks that the case was not thoroughly studied, or that his investigation to elicit any such fact was defective Mr. Watkins' remarks against the entry of the 21st August 1869 in the Overseer's diary are given *in extenso*, and my orders thereon clearly point out how he was to act in reference to any unnecessary work executed under the orders of the Overseer. I trust I have satisfactorily explained the exact circumstances under which the Overseer acted, and how such action was wrong as the tank was in no danger. If a Superintending Engineer is not to

Proceedings of the Madras Government, Public Works Department,
22nd August 1871.

certain extent to rely upon the opinion of responsible subordinate officers who are in charge of ranges under his control, it would be impossible for any Superintending Engineer or head of any department to so act as to satisfy the theory set up by the District Moonsiff, inasmuch as it would not only fetter the heads of departments in receiving and acting upon the reports of responsible subordinate officers, but these latter would, as they must be, be dubious in bringing forward irregularities, knowing that such would probably be received with a certain amount of suspicion, or its correctness altogether doubted It is well that there are not many such cases which have to go into the Court of the District Moonsiff, as his remarks go to show that unless the Superintending Engineer *personally* satisfies himself by inspection of the exact nature of the work, any decision arrived at by other means are worthless.

13 In paragraph 5, preceding, I refer to having personally inspected the work and considered the same to have been unnecessary, thus confirming my previous decision which was arrived at on reports received, and I beg to refer you to my diaries for the months previous to January 1870, as these will clearly show that it was not possible for me to have looked into the matter personally, immediately on receiving the report about the work being unnecessary.

14. In closing this letter I observe that the District Moonsiff states to the effect, if the work done was unnecessary for the safety of the tank at the time, that it may be of some benefit at some future period. It is surprizing that a so purely hypothetical remark could for one moment be recognized as having anything to do with the case he had to decide.

15. The papers, as per list, are forwarded herewith to be returned when no longer required.

Enclosures.

1. Copy of record of case (in 40 half sheets)
2. Original letter, No 1,196, dated 13th March 1871, from Mr Supervisor Watkins, to Superintending Engineer, 3rd Division
3. Copy of correspondence, orders, etc, in reference to Yerrabomanahully Tank
4. Copy of Rain Register for August 1869
5. Copy of Mr. Watkins' remarks on Overseer's Diary for do
6. Summary and Judgment (translation)

No 279 ORDER THEREON, 22nd August 1871, No. 2,154.

ESTABLISHMENT, No 31

IN G O, No. 864, dated 23rd March 1871, the Government authorized the defence, at the public expense, of a suit, instituted in the District Moonsiff's Court at Purghee for the recovery of Rupees 87-14-0 on account of work performed to the Yerrabomanahully tank in the Pennaconda Range of the 3rd Division, and deferred the consideration of the question as to the manner in which the expenses should be defrayed till the Judgment and Decree of the Court were laid before Government.

2. With the letter above recorded the Superintending Engineer, with other documents, submits the Judgment of the District Moonsiff, from which it appears

that the plaintiff subsequently reduced his claim to Rupees 50-10-8, which the Court have decided in favour of the plaintiff, together with costs amounting to Rupees 10-13-11, making a total of Rupees 61-8-7, for the payment of which Lieutenant-Colonel A. S Moberly considers Overseer Valoydum Moodelly is liable.

3. Colonel Moberly bases this opinion on the fact that, although the Overseer had received a general authority from the Range Officer to adopt such protective measures in connection with the tank as the circumstances of the case seemed to demand, yet the work actually performed on this authorization was, on personal inspection, found both by himself and the Range Officer to have been unnecessary, there being nothing to show, either from the Overseer's diary or the appearance of the tank, that damage might be apprehended.

4. After a careful consideration of the case and the actual condition of the tank as described in these papers the Government are of opinion that the orders issued to the Overseer were of such a nature that had damage occurred through an omission on his part to carry out the suggestions made, culpability would have attached to him, and, under these circumstances, it seems scarcely equitable to mulct the Overseer with the cost of work carried out under an impression of its necessity, and in the performance of which there is nothing to show he had a personal interest. His Excellency the Governor in Council is accordingly not disposed to accede to the recommendation of the Superintending Engineer to recover the amount from the arrears of salary due to Valoydum Moodelly and now held in deposit in the Pennaconda Range.

5. It further appears to the Government that this case ought not to have been allowed to go into Court at all. Whether the work was necessary or not could in no way affect the plaintiff's claim to payment, which should have been made as the work was carried out under the authority of a subordinate in the department The question of the Overseer's conduct in entailing expenditure on work that his superiors considered unnecessary was one that should have been afterwards referred for the decision of Government.

(True Extract)

Captain, R.E.,
Under Secretary to Government.

To the Superintending Engineer, 3rd Division.
,, Controller of Public Works Accounts.

Exd S T Augustin.

No. 828

Superintending Engineer's Office.
3rd Division.

Camp ——, ——— *Taluk*
Bellary *District.*
The 29th *July* 1871.

From,

The Superintending Engineer
3rd Division.

To,

The Secretary to Government
Public Works Department
Fort Saint George.

Sir,

Enclosures.
(As per list)

Statement of Tariff Sale of Madukkarai
1. G. Venkatasawmy Moodoo - Overseer
2. Mr. F. Watkins - Supervisor
3. C. Valordum Moodr - late Overseer
4. Nemmuttha Row - Mastry.
Decree Rs 78-2-0. Court Rs 9-11-0

I have the honor to refer to G O No 864 dated 23d March last & to forward for the information of Government the decreed judgement of the District Moonsiff of Pungee in the case noted in the margin

2 You will observe that the suit has been decided against Government and it is with reference to this that I now wish to make my observations why the late Overseer of the Taluk C Valordum Moodr should be made to pay the amount decreed from the sum due to him and which is

held in deposit

3 The original Claim of the Plaintiff was for Rupees 9-2- plus interest Rs 9-12- but, as during the progress of the Case in Court, the Plaintiff thought he could be unable to prove work to the extent for which he claimed payment, he was willing to abide by the actual measurements which were made by Mr Watkins and which was valued at Rupees 5C-10-8. To this sum however the Costs of the Suit must be added, making a total of Rs 11-8-7 decreed against Government. The Claim for interest was untenable.

Rs 10-13-11

4 Embodied in para 13 of the Proceedings is the particular order of Mr Watkins referred to and on which the Overseer acted.

5. It has been contended that although there was an Authority sufficient for the Overseer to act upon, still it nowhere appears that the action itself of the Overseer was justified inasmuch as it is not shown that the tank was in danger at the time the Overseer took upon himself to order the work.

Mr Watkins' instructions to the Overseer were, that the Overseer or Drawing

were to take Certain steps in Case there was heavy Rain: and if the surplus water to Considerable as to cause fears of the breaching escapes being insufficient to take steps to rapidly discharge such surplus water in which Case, they were only then to adopt Certain measures to assist the discharge.

5 Instead of acting up to these instructions the Overseer appears to have had the work executed: whether such was necessary, is not borne out by any statement made by him in his Diary. Mr Watkins, on his inspection of the work, found it to have been unnecessary and on my personal inspection in January 1870, I was of the same opinion.

6 The following are the entries in the Overseers Diary for the 20th, 21st, 22nd and 23rd and from which it will be seen that although the tank was full, there is nothing in these remarks to shew that danger was apprehended.

20th	Yerrabommanahully Tank	The tank is full and the rear part of the bund in places are very swampy by the Spring of the tank the portions of the bund are in need of improvement

21st	Gerrabommana Mahully tank	Engaged to take level for deepening the Natural Surplus at the Karasemkier Mully western end of & found necessary steps has been made to place the work people for deepening the above with reference to the instructions of the Range Officer.
22	Sunday	
23d	Gerrabommana Mully tank	Engaged to frame Estimate for all necessary improvements required to the Tank.

7. I also attach a copy of the Rain Register from 1st – 31st August 1869 as supplied by the Overseer himself. From these, I could not see that the work was in any danger or that there was any necessity for the work, which the Overseer ordered to be carried out and which he seems to have considered of so little importance that he did not step to see it executed.

8. In para 3 of my letter quoted with G.O. No 869 above quoted, I refer to a Statement made by Plaintiff, that Valaydum Moodr promised to pay for the work done, from his own pocket. It does not appear that Valaydum Moodr was himself present in Court, but was represented by a Vakeel who filed a written statement in which (para 4) he denies having consented to pay Plaintiff if he was refused payment from Government. This Consent is alluded to in the Summary Opinion & judgement on the case in words to the effect that even if 3d Defendant did so consent, the arrangement could not be sustained in law.

9. I gather from these remarks that the Plaintiff was either unable to prove the assertion he made in his Purge or that he was unwilling to do so with the apparent intention of reserving to himself the right of instituting a suit against the 3d Defendant should the present suit have been decided against him, as all four defendants were cited in their official capacity and jointly.

10 The 2nd Defendant Mr Watkins proved (to the Satisfaction of the Court & it supported as no mention Contradictory to his Statement appears to have been made) that, as Superviser in charge of the Range he entered into no agreement with Plaintiff. The 3d and 4th Defendants prove that work was executed by Plaintiff but as

there was a discrepancy as to quantity of work actually executed, as measured by Mr Watkins, and that originally claimed with the Overseers support as to its correctness there appears a suspicion about this. The difference value between the two measurements is Rupees 27- 3-4....

11. I now come to certain remarks of the District Moonsiff in disposing of the case. He states to the effect that the Superintending Engineer seeing that passed orders that the 3d Defendant should bear the expence of the work he had executed, without obtaining any explanation from the Overseer or to satisfy himself of the truth of the statement by inspecting the work himself.

12. I consider the District Moonsiff has in these remarks exceeded the latitude which the law may allow him when disposing of such cases, and it further appears from his remarks, that the case was not thoroughly studied or that his investigation to elicit any such fact, was defective. Mr Watkins Remarks against the entry of the 21st Augt 1809, in the Overseers Diary are given in extenso and my orders thereon clearly point out how he was to act in reference to any unnecessary work executed under the orders of the Overseer. I trust I have satisfactorily explained the exact circumstances under which the Overseer acted and how such action was wrong as the tank was in no danger. If a Superintending Engineer is not to a certain extent to rely upon the opinion of responsible subordinate Officers who are in charge of Ranges, under his control, it would be impossible for any Superintending Engineer or head of any Department to so act as to satisfy the theory set up by the District Moonsiff, inasmuch as it would not only fetter the heads of Departments in receiving and acting upon the reports of responsible subordinate Officers but these latter would, as they must be, be dubious in bringing forward irregularities knowing that such would probably be received with a certain amount of suspicion or to correctness altogether doubted. It is well that there are not many such Cases which have to go on to the Court of the District Moonsiff as his remarks go to shew that unless the Superintending Engineer personally satisfies himself by inspection of the exact nature of the work any decision arrived at by other means are worthless.

13. In para 5 preceding I refer to having personally inspected the work and considered the same to have been unnecessary- thus

confirming my previous decision which was arrived at on reports received, and I beg to refer you to my Diaries for the months previous to January 1870, as these will clearly shew that it was not possible for me to have looked into the matter personally, immediately on receiving the report about the work being unnecessary.

14. In closing this letter, I observe that the District Moonsiff states to the effect of the work done was unnecessary for the safety of the tank at the time, but it may be of some benefit at some future period. It is surprising that a so purely hypothetical remark could for one moment be recognized as having any thing to do with the case he had to decide.

15. The papers, as per list, are forwarded herewith to be returned when no longer required.

I have &c

A. Mobey
Supdg Engr

Enclosures

1 Copy of record of Case (in 40 half sheets)
2 Original letter No 1196 of 13 March 1871 from Mr Superintendent Watkins to Supdg Engr 30
3. Copy of Correspondence, orders &c as referred to
4. Copy of Rain Register for August 1869.
5. Copy of Mr Watkins' remarks on Overseers diary for do
6. Summary of judgment

Ord 25th Guard Sp Bd 557-558.

From, 18th August 1871. No. 3684

The Superintending Engineer
3rd Division.

To,

The Secretary to Government.
Public Works Department.
Fort Saint George.

No. 828

Dated 29 July 1871.
Received 2 Aug 1871

Enc: 6. S.E. 4 Aug

Enclosures as per list.

S. 2154 - 22 Aug 71.

Submitting for orders the decision of the Deputy Magistrate of Pungluru in the suit against Post in connection with unnecessary work to Yerravolumanchilly Tank, Bellary District.

No 278

Copy Sent to Bd 15th

In the Court of the District Moonsiff of Pungluru, in the District of Bellary.

Dated, June 23d - 1871.

Present: Pattichy Seraimul Row
District Moonsiff of Pungluru

Aree Sahib of Madakaserah - Plaintiff.
by Vakil Naga Sa Row.

1. Venkatasawmy Naidoo
by Vakil Venkat Row
2. Mr. J. Watkins - Defendant
3. Valoydunn Naidu -
by Vakil Venkat Row.
4. Sannommatha Row.
by Vakil Venkat Row

Summary

1. The case is one in which the Plaintiff, who calls himself a Contractor, sues to obtain payment for work executed by him, for the Defendants, who are in Government employ, on a tank belonging to Government.

The 2d Defendant defends the suit on behalf of Government, although he produces no record to show

that he does so on authority.

2. The plaintiff on the 28th January 1871 filed a suit for the recovery of a sum of Rs 78-2-0 on account of work performed by plaintiff in lowering the western Caliyngulam of the Veerabommanahully Tank in Madakeserah Taluk sometime between the 26th of August and the month of September 1869, agreeably with the terms of Contract entered into with the 3d Defendant. The work so executed was 468 3/4 cubic yards for the value above stated, and he the Plaintiff therefore prays for the recovery of the above amount from the 3d Defdt who at the time of the Contract was Overseer of the Madakeserah Taluk but is now employed in the Madras District:- or from the 1st Defendant who succeeds the 3d:- or from the 2d Defendant who, as Superviser in charge of the Range, hypereises authority over the 1st, 3d and 4th Defendants and as he, 2d Defendant refused payment to Plaintiff, as he was on bad terms with the 3d defendant:- or from the 4th defendant who as a Magistrate of the P.W. Department had the work executed by plaintiff on instructions received by him from the 3d Defendant.

The

The plaintiff has reduced the original claim to Rs 50-10-8 for reasons explained in para 7 below.

3. The 1st Defendant pleaded that as he had only taken charge of the Madakeserah Taluk in September 1870 and as he is ignorant of the circumstances of the suit that his name may be removed from the list of defendants.

4. The 2d defendant pleaded that the 3d defendant by ordering Plaintiff to execute the work in question, that Plaintiff was not recognized as Contractor that the 3d defendant consented to defray the cost of the work himself as set forth in plaintiffs urzee that 3d defendant having thus taken upon himself the responsibility, that he, 2d defendant, cannot on behalf of Government be considered liable for the amount claimed, and that the value of the work performed is of a different nature, compared with that actually performed, which is as per his own assessments is Rs 50-10-8 for 465 cubic yards.

5. The 3d Defendant pleads for the removal of his name from the list of defendants, as although Plaintiffs claim is undoubted in respect

to

9. The following documents were filed in favor of Plaintiff's Claim:—

A. Letter dated 26th August 1869 to the Plaintiff to execute the work.

B. Letter in reply to Plaintiff's dated 18th August 1870 from 2d Defendant requesting to particulars of the work done by him.

C. Reply dated 7th September 1870 from 2d defendant refusing payment as the 3d defendant is liable for the claim.

The 2d defendant files the document No. III which is the Diary of the 3d Defendant for August 1869, and contains the remark made by the 2d Defendant against that of the 3d defendants that the work is not necessary—together with the Superintending Engineers order thereon. With this document is a docket No. 438 Dy. 13th August 1869 from the 2d to the 3d Defendant, which apparently is the original as the copy is filed by 3d Defendant as No. I.

The

filled quantity and cost of work he should have sued only the 1st and 2d defendants; that Government alone is liable for the payment for the work executed; that he had acted under orders of the 2d defendant in carrying out the work; and, that under any circumstances he is not liable to defray the expenses incurred nor did he consent to do so.

6. The 4th defendant pleads that no responsibility rests with him, as he had acted agreeably to instructions received from the 3d Defendant in getting the work done.

7. The plaintiff admits that his claim be reduced to Rs. 50:10:8 as from the evidence of the defendants, he will be unable to prove his claim for the larger sum.

8. In order to form an opinion in this case, the Court has before it the written depositions of the summoned parties, and the other papers belonging to the case together with the Statement of the 2d Defendant. Having closed the hearing in this case, the following Judgment is passed.

9.

The 3d. Defendant files document No I, dated 13th August 1869 and which is a true copy of docket No. 438 from 2d. to 3d. Defendant, directing the latter to attend to any necessary work at the time of danger, when the tank is filling.

The 4th. Defendant files, document No. II, dated 25th August 1869 which is an order from the 3d. to 4th. Defendant containing the instructions of the 2d. Defendant regarding the work on the tank.

Judgment

10. It does not seem necessary to require the Plaintiff to prove the circumstances in reference to the work performed by him for the defendants, as not only is such admitted by the defendants but the letter of instruction sent by the 2d & 3d. Defendant substantiates it, and it is therefore unnecessary for Plaintiff to produce the agreements referred to. The pleadings

of the 2d. Defendant regarding his not consenting to the arrangement made by the 3d. Defendant in no way affects the Plaintiff's claim, and according to English law the 3d. defendant is not liable for the value of the work as he had acted under instructions of 2d. Defendant, and as a Public Servant. There is further no reason for believing that 3d. defendant consented to defray the cost of the work. If the 3d. Defendant was not justified in acting without authority of the 2d. Defendant, the present case therefore stands between plaintiff and these two defendants. The Plaintiff's contract has been proved so far that none of the defendants deny the work done by him, and the 2d. defendant asserts the value of the same to be equal to the amount claimed. There is no written agreement, nor other evidence in respect to the claim for interest, this therefore will also have to be dealt with. (Act XXXII. of 1839 and High Court Report p. 369).

11. The Courts' order therefore is that Rupees 50 " 10 " 8 with costs Rs 10 . 13 " 11 should be paid to Plaintiff by the

Defendants, and decides that the 2d Defendant be held liable for the payment of a bone Smus as, in Exercise of his authority as Range Officer over the respective Defendants 1st, 3d & 4th, he will obtain the necessary authority from his Superior Officers for making the payment.

12. It is usual in defendants in a case given in favor with costs allowed of Plaintiff to meet such costs according to their respective liability but as it is decided that which of the four defendants is not a bonâ fide party to the Suit, there is no cause for action by Plaintiff against each of these defendants. The Plaintiff urges that he has no hold over each of the defendants individually but has, jointly, on all four. The 3d defendant made himself responsible as he had contracted with Plaintiff for the Execution of the work; the 1st Defdt was liable as he had succeeded the 3d; the 2d as he had the power & duty Plaintiff, and Exercised control over the other defendants; and the 4th had Supervised the work which was done by Plaintiff. It would therefore be a difficulty which the Plaintiff would have to meet as the liability will be thrown by the defendants on each others Shoulders.

13. According to law it does not appear that the 3d defendant has become liable for the sum claimed, and pleadings of this defendant Vakil together with what the 2d defdt advanced show this to be the case. It appears unnecessary to detail all the circumstances connected with the case previous to its coming into Court. It will therefore suffice to enter only into the following.

In docket No 438 dated 13th Augt 1869. It is stated "that as it is pro-
" bable that the Yerra bimanhully
" Tank is full, and is, or about to dis-
" charge, directs that Mr Astley Stanes
" or in his Row be deputed to proceed
" and wait there for a few days if there
" happen to be any rain so as to see that
" all measures of safety are adopted
" for the security of the Tank. Should
" the water in the tank rise to any
" great extent owing to the Calingulah
" not discharging rapidly, the Vent
" of the Sluice under the Calingulah
" should be opened out also the Vents
" of the remaining Sluice if practicable,
" and in addition to this, the natural
" outlets should ask the Karasunkarahully

"kind of the bund should be deepened
"and Enlarged: in fact any mea-
"sures should be adopted that with-
"out detriment to the bank would
"at the same time conduce to
"its safety. If Valoy dini should
"happen to be in the vicinity when
"the bank is discharging, he should
"consider it his duty to be present
"for a reasonable time, till he consider
"that the bank is in no danger what-
"ever." This therefore conveys an idea
that the 3d defendant would be held
responsible for any damage the bank
may sustain. On receipt of the
order the 3d defendant, as appears
from his Diary, inspected the bank
on the 20th of the same month (August).
The water was then found to be oozing
through the bund and it was found
necessary to strengthen the bank.
On the 21st it was found that the bank
was receiving more water, the 3d defdt
then determined to lower the Calingulah
agreeably to orders from 2d defendant
On the 25th the 4th defendant re-
ceived orders No II from the 3d to lower the
Calingulah wherein Plaintiff in document
A. was authorized to commence work.
On the 2d September the 3d Defendant
submitted his Diary (No III) to the 2d who
in passing it on remarked that the
3d defendant had misunderstood
the order (No I) as he intended that work
should

only be done when the fall of rain
was as heavy as that which fell at
Pannacendah. Upon this the Super
intending Engineer seems to have
passed orders to the effect that 3d
defendant should pay for any
unnecessary Expenditure. This
order was passed without eliciting
any Explanation from 3d defdt
or after satisfying himself by
personal inspection of the truth of
2d Defendants statement. The work
was stopped. The cause of the present
action arose, as neither the 2d nor 3d
defendants would pay Plaintiff
for the work he had executed.

The Vakil of the 3d defendant
pleads that the instructions contained
in (No I) 2d defendants order was not so
Explicit, as he represents them to have
been in (No III) the 3d defendants Diary -
The first order goes to show that 3d defdt
was to act as he thought proper and would
have been held as an instrument against
3d defendant if damage did occur
to the bank. Vakil further pleads that
that it was the bounden duty of 3d
defendant to obey whatever orders
he received from 2d defendant. Apart
from the 3d defendant knowing the
real intention of 2d defendant when
he sent order No I, the work done to the
bank may be of some benefit to the bank
at some future period. Further
does

does not appear from the 2nd Defts
Evidence that the 3d defendants
could have derived any benefit in
carrying out the work nor does it
appear that 3d defendants action
was opposed to rule, and it therefore
appears an act of injustice to re-
quire the 3d defendant to make
the same good from his private purse.
It further seems that the 2d defendant
was not on terms with the 3d about
the period in question and as he would
in any case be held responsible for
the safety of the Irrigation works under
his charge as the rainy months are
August and September, it was for
him (3d Defendant) to look into them
matters himself and adopt such remedial measures he considered necessary.
It was further pleaded by 3d defts
Vakil that when the Supdg. Engineer
ordered the cost to be recovered from the
3d defendant that his silence on the
occasion and his signing the Supdg.
Engineers remark in his Diary without
then protesting was due more to fear
to offend his Superior Officer, than in
token of approval of the order. Taking
all these circumstances into consideration
and the pleas put forward, it does
not appear that in law the 3d defendant
is liable, even if he gave his consent
as set forth.

(A literal translation).

Bellary
July 1873

W. Mobbs
Supdg. Engineer 3d Div.

Saint Pol 18

1871.72

From
The Secy to Govt.
P.W. Dept.

P.W. 3684/71
22d Augt./71 ... 278

Translation of
Summary & Judg-
ment of District
Moonsiff of Purghee

[illegible] 55

[illegible]

[illegible]

[illegible] —

[illegible] 3 [illegible]
[illegible]
[illegible] 22 [illegible]
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3

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[illegible]

/Signed/ P. Jeroomul Row
District Moonsiff

[illegible]
/[illegible]/ P.J.

1871 [illegible]

2 [illegible] 3 [illegible]
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[illegible] 2 [illegible]
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1.4.71

/[illegible]/ P. Jeroomul Row
District Moonsiff

1871 [illegible] 9

1.3.4. [illegible] 2 [illegible]
[illegible] 3 [illegible]
[illegible] 23 [illegible]

9.6.71

/[illegible]/ P.J.

[illegible] 2 [illegible]
[illegible]

23.6.71
/[illegible]/ P.J.
Dt. Moonsiff

[illegible] 2

1871 [illegible] — 55

A

[illegible]

28 [illegible] 71

/Sd./ P. Jeroomul Row
District Moonsiff

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[illegible] 1 [illegible] 44 [illegible]

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[illegible] 26 [illegible] 1869

[illegible] —

[illegible] —

5

1871 నెంబరు — 55

B

తారీఖు 28 జనవరి-71

/సం/ P Veerannah
District-Moonsiff

2 తారీఖున్న తమ ఉత్తరానికి జవాబు —

నెంబరు
431

తమరు మాకు వ్రాసిన ఉత్తరంలో ఫిర్యాదు కోసం మా తరపు నుంచి ఎవరినో పంపమని వ్రాసి ఉన్నారు. ఆ ఫిర్యాదు మా దగ్గర పని చేస్తున్న ఒక సిబ్బంది మీద ఉన్నట్టు తమరు వ్రాసి ఉన్నారు. ఆ ఫిర్యాదు ఏమిటో మాకు తెలియజేస్తే మేము ఎవరినైనా పంపడానికి వీలుగా ఉంటుంది. ఇట్లు —

తమ విశ్వాసపాత్రులైన సేవకులు

/సం/ J. Watkins
Supervisor

తారీఖు 29 ఆగస్టు 1870 సంవత్సరం

తారీఖు
6

1871 నెంబరు — 55

C

తారీఖు 28 జనవరి 71

/సం/ P Veerannah
District Moonsiff

2 తారీఖున్న తమ ఉత్తరానికి జవాబు —

నెంబరు 583

ఫిర్యాదు ఏమిటో తెలియజేయమని మీరు వ్రాసిన —

ఫైల్-5

Exo
8

21

To

The Court of the District Moonsiff of Purgha

Original Suit No 55 of 1871.

Plaintiff Areef Sahib

Defendant No 2 Fr Watkins Supervisor (on beha

of Government) and others.

The written Statement of No Fr Watkins
Supervisor D. P. W. the 2d defendant in the
above suit humbly sheweth that on behalf of
Government he does not admit his liability to
the claim advanced on the following grounds.

I In as much that Overseer C. Valoydham
Moodr the 3d defendant in this suit exceeded
his authority in having unnecessary work executed
by the Plaintiff.

II That the Plaintiff was not recognized by
him (the 2d Defendant) as a D. P. W Contractor
and that he, the Plaintiff has no written
authority to produce in support of his having
been so acknowledged, but to the contrary Plaintiff's
admission in para 4 of his Arzee dated the 31st
August 1870 to the undersigned, the 2d defendant.
that Overseer C Valoydham Moodr the 3d defendant
promised in the presence of witnesses to pay for

(A literal translation)

27

the work done himself evidences that the work was unauthorized so far as the under-signed the 2d defendant in this suit was concerned.

III That C. Valoydhan Mudr, the 3d defendant acquiesced as to his liability to defray the cost of the work for which this suit has been filed in as much that he had initialled the order of the Superintending Engineer directing him to defray the same.

The work done by Plaintiff is the excavation of 456 C. yds. of gravel the cost of which at the rate of 6 C. yards per Rupee, as claimed for by the Plaintiff is excessive in comparison with the rates previously paid for on the same Tank for this description of excavation where the soil had to be conveyed to an average distance of not less than 300 yards where as in the present instance the soil was not carried to a greater distance than 20 yards. I considered Rs (50-10-8.) fifty annas ten and pies eight a fair valuation of the work performed.

I Talian Watkins, Supervisor in charge of the Pennconda Range, the 2d defendant named above do declare that what I stated above is true to the best of my information and belief

Pongbee, 27th March 1871 } (Signed) T. Watkins, Supervisor Incharge No 2 Pennconda Range

(Signed) P. Ramasamy Rau, Lieutenant & Executive Engineer

(Signed) C. Valoydhan Mudr

١٥٠٨
١٥

وفيه ولد النبي صلى الله عليه وسلم بمكة في شعب بني هاشم

وقيل بالدار التي صارت لمحمد بن يوسف أخي الحجاج

ـ وذلك بعد عام الفيل

وقد روى ابن إسحاق بإسناده عن عثمان بن أبي العاص الثقفي

أن آمنة بنت وهب أم رسول الله صلى الله عليه وسلم

أخبرته أنها لم تجد له مشقة في حملها

ولا وجع ولادة كما تجد النساء

وأنها رأت حين حملت به أنه خرج منها نور

أضاءت له قصور بصرى من أرض الشام

وأنه خرج يوما وهو غلام يافع

إلى أصل شجرة قريبا من منزله

فجعل يتناول أغصانها حتى تدلت عليه

فقام فانتفض فزعا فرجع إلى أمه

فأخبرها بما رأى

فقالت له إنك سيسود قومك

فلما بلغ أربعين سنة بعثه الله رسولا

وأنزل عليه الكتاب

وأرسله إلى الناس كافة

وجعل له من أمته أنصارا وأعوانا

يقاتلون معه أعداءه

فهم وزراؤه على دينه

وقد ذكر ابن إسحاق وغيره

أن أبا طالب خرج إلى الشام

وقد اجتمع به بحيرا الراهب

وأنه رأى من علامات النبوة ما دله على أنه النبي المبشر به

وأنه أمر بالرجوع به إلى بلده

وأن أبا بكر الصديق رضي الله عنه

كان معه في هذه السفرة

وأن بحيرا أوصى بالنبي صلى الله عليه وسلم

وأخبر أنه سيكون له شأن عظيم

وأن أبا طالب لما قدم به مكة

بعثه مع أبي بكر الصديق

وبلال الحبشي

إلى سوق عكاظ.

وقد ذكر ابن إسحاق وغيره

أن أبا طالب خرج إلى الشام

وقد اجتمع به بحيرا الراهب

وأنه رأى من علامات النبوة ما دله على أنه النبي المبشر به

وأنه أمر بالرجوع به إلى بلده

وأن أبا بكر الصديق رضي الله عنه

كان معه في هذه السفرة

وأن بحيرا أوصى بالنبي صلى الله عليه وسلم

وأخبر أنه سيكون له شأن عظيم

وأن أبا طالب لما قدم به مكة

بعثه مع أبي بكر الصديق

وبلال الحبشي

إلى سوق عكاظ.

No 438.

To

The Taluq Overseer
Inadaccaseerah

Penncondah
Dated 13th August 1869.

As it is probable that the Errabommanahully Tank is full and is or about to discharge; directs that Muistry Hammantha Row be deputed to proceed and wait there for a few days if there happen to be any rain so as to see that all measures of safety are adopted for the security of the Tank. Should the water in the Tank raised to any great extent owing to the Calingula not discharging rapidly the vent of the Sluice under the Calingulah should be opened out as also Vents of the remaining sluice if practicable and in addition to this the natural Surplues at the Karasumkarahully end of the bund should be deepened and enlarged; in fact any measures should

Fail — be

be adopted that without detriment to the Tank would at the same time conduce to its safety. If Valoydham Swoodr happens to be in the vicinity, when the Tank is discharging he should consider it his duty to be present for a reasonable time till he considers that the Tank is no danger whatever

/Signed/ F Watkins
Supervisor in charge of 6th Range

(True Copy)

/Signed/ C Valoydham Swoodr
Valay Overseer M. W. Works

9. 6. 71.

/Signed/ P Veeramuthu
District Munsiff

The 2nd Defendant admits this to be a true Copy.

/Signed/ F Watkins

II

[illegible] II [illegible]

[illegible] 144

[illegible]

[illegible]

[illegible]

23	18	$\frac{5}{16}$	$129\frac{6}{16}$	[illegible]
$4\frac{1}{2}$	20	$\frac{6}{16}$	$33\frac{3}{4}$	
9	19	$\frac{6}{16}$	$64\frac{1}{8}$	
31	16	$\frac{1}{4}$	124	
19	16	5/8	195	
8	19	1/2	76	
12	17	$\frac{11}{16}$	204	
8	17	$\frac{11}{16}$	$93\frac{1}{2}$	[illegible]
22	15	$\frac{3}{4}$	$247\frac{1}{2}$	
30	10	$1\frac{1}{16}$	$318\frac{12}{16}$	
30	$9\frac{1}{2}$	1	285	
18	$9\frac{1}{2}$	$1\frac{1}{8}$	$182\frac{1}{4}$	
34	9	$\frac{13}{16}$	$243\frac{5}{8}$	[illegible]
37	9	$\frac{3}{8}$	$131\frac{5}{8}$	

[illegible]

[illegible] — 24

25 [illegible] 1869 [illegible] — } (Sd/) C Valordum Moodr
[illegible] — . . . } Overseer . .

9/6/71
(Sd/) P. Jeroomulkow
District Moonsiff

[illegible] 15

Cal° 21

Extract from the Diary of Velayudham Mudr. Overseer of Medakkeera for the month of August 1871.

Date	Places visited	Particulars of Progress &c &c	Remarks by Range Officer
20th	Yeravommanahully Tank	The Tank is full and the rear part of the bund in places are very Swampy by the spring of the Tank This portions of the bund are in need of improvement ———	I never ordered any such thing to be done unless it was found that owing to any extraordinary rain fall as that which occured at Pannandal on the 11th of the month the supply to the tank was becoming so excessive as to cause doubts to be entertained of the present sufficiency of the escapes Viz. a Caligula 52 Yards
21st	do ——— do ——— do	Engaged to take levels for deepening the natural surplus at the Kanavankara hully western end of bund, necessary steps has been made to place the work people for deepning the above with reference to the instruction of the Range Officer ———	
91 C 3	his evening did Cer of C 3 re III 1871 of the Queens 58 2 Kengeram of Kem 23/8/71.		
21.	Signed P Veerasamy Mudr Overseer		
22d	Sunday. ———	———	
23d	Yeravommanahully Tank	Engaged to frame estimate for all necessary improvements required to the Tank	

in length at the east and in addition to which when the Tankwork was in progress I got the high ground or natural surplus at the west and for a width of 10 yards — lowered so as to answer in times of danger as an additional escap, this is 3/4 of a yard higher than the Calingulah creek, and the bund from the Calingulah to a short distance off from its west end is uniform to 9 feet above the Calingulah crest and from this it slopes off to the west end where it is 6 feet in height.

Valaydham Moodr has probably mis-understood the purport of my instructions to him as conveyed in docket No. 438 dated 13th August 1869.

(Signed) J. W.

Head Asst of the docket
[illegible] dtd.
[illegible] Assistant that
and no canal should be opened
[illegible] passed
dtd.
Asst
[illegible] dtd.
[illegible] D.V.

Ex 2-17

[illegible]
22

[illegible]

[illegible] — . . . .

[illegible]

1871 [illegible] — 55

[illegible] — . .

[illegible] 1386 [illegible] 2 [illegible] 2 [illegible] 50-10-8 [illegible] — . . . . .

[illegible] —
[illegible]

23/6/71

/Sd/ P. Teroomul Row
District Moonsiff

[illegible]-18

Exd.
23

Jurghue Distrct Munsiffs Court
The 23rd day of June 1871.
Regular Original Suit No. 55 of 1871.
Aroj Saib ——— Plaintiff

v.

1 Venkatasami Naidoo ———
2 Mr. F Watkins ———
3 Valaydham Moodr. ——— } Defendants
4 Haumantrao ———

The deposition of the 2d Defendant.

The 2d Defendant reads the following, holding in his hand, the Book of Holy Bible, Enquired in Tape with insignia of Cross,

I Fabian Watkins, do hereby swear in the presence of Almighty God, that what I shall state shall be the truth, the whole truth and nothing but the truth. So Help me God,

Signed F. Watkins

The deposition of Fabian Watkins; son of C. Watkins; aged 28 years; occupying the position Supervisor in the D P W's professing Roman Cathalic Christianity, residing at Penacondah -

Examined by 3d Defendants Vakeel.

219

I am the 2nd Defendant in this case. I know the Plaintiff and the 1st 3rd and 4th Defendants I heard that Plaintiff executed some work on the Errabommanahully tank. It is true that I wrote to the 3rd Defendant directing him to do the work alluded to, but not at the time nor in the manner in which it was done. On my letter being received by the 3rd Defendant, I did not expect him to do any work of the description alluded to, until the tank was really in danger of breaching by the water rising up to a great height above the Caliguiah crest. The months of August and September form a portion of the rainy season in this District. I am unable to tell what was the object of the 3rd Defendant to execute the work alluded to without the sanction being first obtained. I cannot swear nor can I tell that the 3rd Defendant executed the work alluded to, either for the safety of the tank or with the object of any dishonest gaining. I can ~~swear~~ shew precedents that officers of the D. P. W. were directed to pay from their own money for work executed by them for Government. I have seen the work alluded to, it is useless for the present;

For 2d

but it will be useful if more work is done to it. The Executive Officers, even the Overseers of the D. P. W, have a discretionary power of executing any work on emergency reporting at once the steps they had adopted to their immediate Superiors. I received no special intimation of the work having been undertaken. On perusal of the progress report received on the 2d September 1869. from the 3d Defendant I casually observed that he had undertaken the work and I at once wrote to him to stop it as he had no authority. I cannot say on what date the work was commenced. The discretionary power above alluded to lies in the officer on the spot, and not in the Superior officer who is not on the spot. The 3d Defendant may have animosity towards me, but I have no personal animosity towards the 3d Defendant. I believe the 3d Defendant had animosity previous to the mouth

of August 1869. I can swear that I when reporting on the work in question to Higher authorities, it was with no ill intent to compel the 3rd Defendant to pay for it himself. I originally kept the salary and Battata of the 3rd Defendant because he had not claimed for it; but when he claimed for it after the filing of the present suit, I retained it pending the orders of my Superiors to my letter reporting the institution of the suit. That sum is amounts to Rs 184-2-1. I have not encouraged the Plaintiff to bring this suit. The 3rd Defendant was not solely dismissed because he preferred certain complaints against me. I hear that permission was accorded for his Re-employment.

Explanations offered by the deponent.

I made no recommendation at the time that the 3rd Defendant should pay the value of the work himself; but the Superintending Engineer on reading the report of the case ordered of his

own accord that the 3d Defendant should be made to pay the value of the unnecessary work.

Even when the tank was in danger, I would not have expected the 3d Defts to do the work at issue in the manner in which it has now been done.

By my saying, that the work may be useful, I do not mean to admit that the same advantage could not be obtained at less cost.

Shortly after I wrote to the Superintending Engineer about the 3d Defendant's Salary I received orders to retain it until the settlement of the suit.

Ex. By Court. The Superintending Engineer inspected the work after he ordered that the value thereof should be paid by the 3d Defendant. And when the Superintending Engineer saw the work in the presence of the 3d Defendant he, the Superintending Engineer, did not alter his former order.

I heard the above, it is correctly recorded. — (Signed) F. Watkins. 2d Defendant.

Read

Given on oath before me in open Court
this the 23rd day of June 1891

/Signed/ P Jerrom and Rees
District Inspector

5224

నెం
24

౧౮౭౧ సంవత్సరం ఒరిజినల్ నెంబరు ౭౭

- తీర్పు -

... జిల్లా ... కోర్టులో
1871 సంవత్సరం జూన్ 23 తేది గురువారం -

... 1871 సంవత్సరం ఒరిజినల్ నెంబరు 55

వాది -
...
... -

ప్రతివాదులు -
1 ... -
- 2 ... -
3 ...
4 ... -.
1. 3. 4 ప్రతివాదులు - ...
... -

1.3.4
వాదిగారి ... ప్రతివాదులు ... 2 ప్రతివాది ... -
... ,
1. 3. 4 ప్రతివాదులు ... -.
2 ప్రతివాది ... -. .
వాది ... 50 - 10 - 8 ... ,
3 ప్రతివాది ... 2 ప్రతివాది ...
... - . . . . .
...
... - . . . . .
... -
... - . .

23. 6. 71

/Sd./ P. Teroomul Row
District Moonsiff

పేజి 25

B

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[illegible]
[illegible]

[illegible]

౧ [illegible]

౨ [illegible]

3 [illegible]

౪ [illegible]

[illegible]	[illegible]	
[illegible]		[illegible]
	3౧	[illegible]
[illegible]	3	[illegible]
	౧౨	[illegible]
[illegible]	౨౨	[illegible]
[illegible]	౧	[illegible]

[illegible]-26

[illegible]
[illegible]
[illegible] 456 [illegible]
[illegible] 50-10-8 [illegible] — . .

5. 3 [illegible]
[illegible]
[illegible]
[illegible]
[illegible] 2 [illegible]
[illegible]
[illegible]
[illegible] 2 [illegible] (సం I) [illegible]
[illegible]
[illegible]
[illegible] — . . . .

6 [illegible] 3 [illegible] (సం II) [illegible]
[illegible]
[illegible] — . . . .

7. [illegible]
[illegible]
[illegible] 2 [illegible] 50-10-8 [illegible] — [illegible]
[illegible] —

8 [illegible]
[illegible]
[illegible]
3 [illegible] 2 [illegible]

HB

నం I. 1869 సంవత్సరం ఆగస్టు 13 తారీఖున 2 తారీఖు తీర్పు

ప్రతివాదికి కాగితం నం 138 తారీఖున్న ప్రతిపక్ష ప్రతిపక్ష

3 తారీఖు తీర్పు ప్రకారం తాత్కాలిక ఆదేశం

ఉ ఆ పైన వివాదాంశాలపై తీర్పు తారీఖు

4 నుంచి 2 తారీఖు తీర్పు - . . . .

నం II. 1869 సంవత్సరం ఆగస్టు 2 న తారీఖున

యింది 3 తారీఖు తీర్పు 2 తారీఖు తీర్పు

(నం I) కొత్త తీర్పు వాదిపక్షం 4 నుంచి 2 తారీఖు తీర్పు

- ఆర్డినెన్సు -

10. వాదిపక్ష తీర్పు తారీఖు వివాదాంశాలపై ప్రతిపక్ష

తాత్కాలిక నిషేధాజ్ఞ తీర్పు ఆదేశం ఆర్డినెన్సు

ఆంశాలు (ఆరూ I వరకు వివరించినవి) II చెల్లనివే కొట్టివేయాలి

III కొనసాగుతున్నట్లయితే (అన్నీ) తీర్పు ఆదేశాలు

వచ్చు తాత్కాలికంగా ఉంటుంది - లేకుంటే - వాదిపక్ష

ధరఖాస్తు తీర్పు ఆదేశం ప్రతిపక్ష

ర (లేదా ఇంతకంటే) తర్వాత ఆదేశం 2 తారీఖు తీర్పు

ను ఆధారంగా వచ్చు కంటే ఎక్కువ రాష్ట్రాలకు తీర్పు

సుగాది ఆందరుకు తీర్పు వాదులకల్లా వచ్చు

వరం చదివినప్పుడు - లేదా - ఆదేశం ప్రకారం

యిన్నట్లు 2 తారీఖు తీర్పు ఆదేశం

ఉండేవారికి కాగితాలు కాలుగజేయుటం లేదు - ఉండాలి

లేదు — . . . . . .

* Where orders are given by a ... public officer acting on behalf ...

"of a public body or of a known
"department of the State, and
"in discharge of his duty as
"such, it is to be presumed that
"personal credit is not given
"to him and he is not liable.
"A person acting in the capacity
"of an agent, may undoubtedly
"contract in such a manner as
"to make himself personally
"liable; the meaning and inten-
"tion of the parties at the
"time of entering into an alleged
"contract, must be considered
"with a view to determining the
"liability upon it, and the true
"question will be, whether, from
"any thing that passed between
"the parties at the time, it was
"understood by them that the
"Plaintiff was to rely upon the
"personal security of the defendant
"for, it will not be sufficie that
"credit was given to the defendant
"unless he has pledged his credit
"either expressly or by implication
Macbeath. v. Haldimand I

I.R 172.181 Broom's Commentaries 3rd Edition page 532. Roscoe Nisi Prius XI Edition page 327 .....

(A literal translation).

Bellary
July 15th 13

W. Ubbard Lieut. Colonel
Surveyor. Engineer &c &c

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
13 [illegible] 3 [illegible]
[illegible] 2 [illegible] 3 [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] 2. 3 [illegible]
[illegible] 1869 [illegible]
[illegible] 13 [illegible] 3 [illegible]
[illegible] 39 [illegible] (నం I) [illegible]
[illegible]
[illegible] (4 [illegible]) [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] (3 [illegible]) [illegible]

ساده‌ای به کار می‌رود که در آن سیم‌ها به شکل مارپیچ پیچیده شده‌اند. یکی از این نوع
سیم‌ها که در ساختمان بسیاری از دستگاه‌های الکتریکی به کار می‌رود، سیم مسی
روکش‌دار است. این سیم از یک هسته مسی و یک روکش عایق تشکیل شده است.
هسته مسی وظیفه هدایت جریان الکتریکی را بر عهده دارد و روکش عایق از
عبور جریان از هسته به بدنه یا سایر قطعات جلوگیری می‌کند. ضخامت روکش
عایق معمولاً بین ۰٫۱ تا ۰٫۳ میلی‌متر است. برای اتصال این سیم‌ها به
یکدیگر، ابتدا روکش عایق در محل اتصال با استفاده از سیم‌لخت‌کن یا
چاقوی تیز برداشته می‌شود. سپس دو سر سیم مسی لخت را به هم می‌پیچانند
و با لحیم‌کاری محکم می‌کنند. در نهایت، محل اتصال را با نوار چسب عایق
یا روکش حرارتی می‌پوشانند تا از تماس با سایر قطعات جلوگیری شود.
در مدارهای الکترونیکی، سیم‌ها نقش مهمی در انتقال سیگنال‌های
الکتریکی دارند. برای جلوگیری از تداخل سیگنال‌ها، از سیم‌های
شیلددار استفاده می‌شود. در این نوع سیم‌ها، یک لایه فلزی اضافی
دور هسته‌ها پیچیده شده است که به زمین متصل می‌شود. این لایه
مانع از ورود نویز الکترومغناطیسی به سیگنال‌های اصلی می‌شود.
سیم‌های شیلددار معمولاً در تجهیزات صوتی، دوربین‌های مداربسته
و سیستم‌های کنترل صنعتی به کار می‌روند.

ఆతరువాత భరణంమొదలగువానిని పొందుటకుగాను- ఆంతటితాత్కాలికమగు ఉత్తర్వు
ఆదివగైరాలకంటె భిన్నమైనదిగనుండి 3 తాఖీదుతరువాత ఎంతకాలమైనను
తుదితీర్పుకొఱకు ఆతిసంగ్రహమగు ప్రక్రియవర్తించుటకు 2 తాఖీ
తులకంటె 3 తాఖీదులకు ఆతిసంగ్రహమగు ప్రక్రియవర్తించుటకు 3 తాఖీ
దులకంటె ఎక్కువ ఆతిసంగ్రహమగు ప్రక్రియవర్తించుటకు 4 తాఖీదులు
భాగం III క్రిందలా 2 తాఖీదులకంటె ఎక్కువ సంఖ్యలో ఇవ్వబడినవి- 3 తాఖీదులకంటె
ఎక్కువ తాఖీదులు ఇవ్వబడినవి- ఆ తాఖీదులు ఇవ్వబడిన తేదీలు
వివరములు భాగం I కిరుత్తరువులలో ఆయాసందర్భములలో ఇవ్వబడినవి
ఆకిరుత్తరువు అనుబంధము (I-ఎ) 3 తాఖీదులకంటె ఎక్కువ ఇవ్వబడినచో ఆ తేదీలు
ఎందుచేత ఇవ్వబడినవో ఆ కారణములు ఆ తేదీలకు ఎదురుగా వ్రాయబడవలెను
ఆకిరుత్తరువు అనుబంధము (I-ఎ) 3 తాఖీదులకంటె ఎక్కువ ఇవ్వబడినచో ఆ తేదీలు
ఎందుచేత ఇవ్వబడినవో ఆ కారణములు ఆ తేదీలకు ఎదురుగా వ్రాయబడవలెను
ఆదేశం I కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి
తాఖీదులవివరములు భాగం III కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి
ఆదేశం I కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి
ఆదేశం I కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి
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ఆదేశం I కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి
ఆదేశం I కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి
ఆదేశం I కిరుత్తరువులో ఆయాసందర్భములలో ఇవ్వబడినవి

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

/Signed/ P. Jeroomul Rowi
District Moonsiff

[illegible] to Mr Maistry Hanoo=

No 1

Copy of Docket No 4380 of 13th August 1869 from the Superintendent in charge of Peninsula Range to the Queen our in charge of Madadadena Valley -

(5)

It is probable that the Jarabo-
-manbully Tank will full and is at about to
discharge she ents that Mr Hanson authori-
-Rowe be deputed to proceed and wait there for
a few days if there happen to be any Rain
So as to see that all Measures of Safety are
adopted for the Security of the Tank: Should
the water in the Tank rise to any great
extent owing to the Caliguela not discharging
rapidly the Vent of the Sluice under the
Caliguela should be opened and as also the
Vent of the Remaining Sluice if practicable,
and in addition to this the natural Surplus
at the Kurradumbully end of the Bund
should be deepened and enlarged in fact
any measures should be adopted that with
-out detriment to the Tank would at the
same time Conduce to its safety. If Validum
Moodr happens to be in the Vicinity when
the Tank is discharging he should Consi-
-der it his duty to be present for a rea-
-sonable time till he Considers that
the Tank is in no danger whatever -

(Sign'd) F. Watkins Superinten-
in charge of Peninsula Range

Copy of Docket No 1444
of 25th August 1869 from
the Queen in charge
of Madadadena Valley
to the Mandry Hanso-
-manthoo Rowe

(General Translation)

Bellary
July 1873

W. Mobbs
Sanitary Engineer
Saint Paul's

The Range officer having in his docket No. 438 of the 13 Instant given order to take necessary steps towards securing the safety of the Gerrabonanhully Tank by means of keeping the Sluices open and by lowering the western natural Caliyula for the discharge of water during the Rains keeping at the same time the account of discharge over Caliyulas you are requested to be present at the spot and Carry out the above instructions—

The western Caliyula of the Tank should be lowered as per measurements given below, the earth there of being removed to the sides as was ordered personally—

23 × 18 × 3/16 = 129 3/8
4½ × 20 × 3/8 = 33 3/4
9 × 19 × 3/8 = 64 1/8
31 × 16 × 3/4 = 124
19 × 16 × 3/8 = 195
8 × 19 × 1/2 = 76
12 × 17 × 7/16 = 204
8 × 17 × 11/16 = 93 1/2
22 × 15 × 3/4 = 247/2
30 × 10 × 1 1/16 = 318 3/4
30 × 9½ × 1 = 285
18 × 9½ × 1 1/8 = 182 1/4
34 × 9 × 13/16 = 248 3/8
39 × 9 × 3/8 = 131 3/8

Rdgt C. Valaidum
Overseer of Madatavara Tahg

Extract from the diary of C. Valaidum Mood. late Overseer of Madatavara Tahg under date the 20 August 1869.

× Engaged to take level for deepening the natural surplus at the Kurra = kundenhully western end of Pond necessary steps has been made to plow the work people for deepening the above with reference to the instruction of the Range officer

× × ×

Rdgt C. Valaidum
Overseer of Madatavara Tahg

Remarks by Range officer

I never ordered any such things to be done inasmuch it was found that owing to any extraordinary Rain fall as that which occurred at Permalandah on the 11 of the month the supply of the Tank was becoming so excessive as to cause doubts to be entertained of the present sufficiency of the escapes viz a Caliyulah 52 yards in length at the east end in addition to which when the Tank work was in progress I got the high ground on the natural surplus at the west end for a width of 10 yards levered so as to answer in times of danger as an additional escape, this is ¾ of a yard higher than the Caliyulah Crest. the bund from the Caliyulah to a short distance off from its west end is uniformly 9 feet above the Caliyula Crest and from this it slopes off to the west end where it is 6 feet in height. Valaidum

has probably misunderstood the purport of my instructions to him as conveyed in docket No. 438 dated the 13 August 1869.

Copy of docket No. 491 of 2nd September 69 from the Supervisor in charge of Pennalenda Range to the Overseer in charge of Madapalaya Range.

Alluding to the Remarks of Progress on the Gerrabawanhully Tank for the past Month observes that the deepening of the surplus Channel is said to be in progress, this has not been authorized and should at once be stopped. Refers to this office No. 438 dated the 13th Ultimo in which it is clearly stated when any work should be undertaken on emergency.

(Sgd) P. Walkeus Supervisor
In charge of Pennalenda Range.

Extract from the Diary of Valaichenai Road Cutter Overseer of Madapalaya under date the 18th October 1869.

Proceeded to Gerrabawanhully inspecting the Daughur Road from 48th to 44th Mile. The Tank has again filled on the 11th October 1869 and the Calinjula was Continued to discharge from 9 to 3 inches till this morning the rear

Remarks by Range Officer. On my inspection on the 30th Ultimo I observed the foot of the rear slope of the breach to be very moist in places but there is no actual perculation or escape of water hence I see no reason to apprehend any danger from this Cause the water at the time was discharging

Sur. & Engineer 3rd Div.

slope of the main breach lately restored as very swampy for a length of 16 gar 8 lo a height of one gar. These swamp pyres was not prevailed before the Tank is filled by the surplus water of the Pethertarah Tank and by the drainage of the locality and as many large Tanks as in above such as Medegadewa Badegedderan & Kavoomunta-pooreem are about to be filled at the time of the Commencement of the Gerrabawanhully & Pala Calinjula works. The above Calculated total drainage of the Tank is extends to about (52 gar 88) Calinjulah being inadequate for the surplus water and also the swamp pyres being prevailed along the old bund particularly at the high bund near the breach lately restored I under took the excavation as would be impossible to perform the large quantity of hard gravel work when danger approached for the safety more of the half an inch above the Calinjula Creek. The Natural surplus might in Cases of emergency be deepened and let in to the fields adjacent which are of a low level instead of being led along the slope of the valley at a high level as it is at present which would necessitate a large amount of Excavation owing to its great length. The total drainage area of this Tank including that of all the Tanks above I Calculate at 60 Square Miles.

Canal abanes were filled
owing to the partial
Rain. The Karrisa-
-mara drum large Canal
has two Calingulahs
each 60 yards in length
for the discharge of the
drainage of 124 Square
Miles.

× × ×

Sigd. E. Valaidum aureen
of Madakaurah Tahy.

No 1

To W. Walkden
Superintendent in charge
of Pumakanda Range.

Sir

I drift Sail Con-
-tractor of Gerrahamara-
-hully South western
Calingulah beg to state
that on being ordered by
the overseer to proceed
with the work after
obtaining a tender from
me on the 20th August
last. I proceeded to
the spot on the 26 instant
and got the work executed
to the extent of Rupees
78-2-- 78-2-- after Collecting
and making advances
to the work people that
having in the mean
time been told by Mais-
-try Hanoomanthoo
Row not to go on

with the work as its
execution has not been
sanctioned by the Range
Officer I have accordingly
stopt the work and asked
him to get me paid for
the work that has
already been executed.
who Consenting to my
request, measured the
work and went away
on my laying the same
before the overseer
demanding of him the
money that is due to
me he said that it
Cannot be paid until
the work is personally
inspected by him who
he afterwards did in
the Course of 8 or 10 days
but when asked again
for the money he said
that he will give it
immediately after re-
-ceiving orders from
the Range Officer
whom he has already
addressed on the sub-
-ject. Although a pe-
-riod of more than
two or three months
has since elapsed no
payment has yet been
made and as I have
paid the work people

with borrowed money
I am now undergoing
the loss of paying in-
terest thereon I beg
therefore your honor
will be pleased to issue
orders for the payment
of the same after taking
my Circumstances into
Consideration.

8th December 1869. [Sig'd] Arif Saib
Contractor

No 200

Endorsement thereon
No 200 of 13th December 1869.
The petitioner is
requested to state under
what written authority
the work has been exe-
cuted to the Caling'a
of the tank in ques-
tion also the descrip-
tion and extent of
the work so exe-
cuted.

[Sig'd] F. Watkins Superviser
13 December 1869. in Chge No 6 or Pennacondah Range.

Petition No 2 dated
5th May 1870 from Contrac-
tor Arif Saib praying
for orders on his pre-
vious Urzee dated 8
December 1869 Claiming
certain money for the
work he had done

July 1873 Surveying Engineer 3d Div.

No 3
to the western Caling'a
Law of Gerrahaman
Tully Tank.

5th May 1870 [Sig'd] Arif Saib
Contractor

No 1431

Endorsement
thereon No 1431 of
9th August 1870.

As you have not
yet replied to this
office Endorsement No
200 of the 12 December
last, Calling upon you
with reference to your
No 1 of the 8th Idem, to
Explain under what
written authority you
had undertaken the
12 to 200 Brass work, its description
and the value of that
said to be executed you
are informed that
no orders will be pas-
sed on your petition
of 5th May 1870 pending
the receipt of the
above information.

[Sig'd] F. Watkins Superviser
9 August 1870. in Chge of Pennacondah Range

No 3

No 3

To H. Walkinshaw Esqr
Superintendent in
charge of Ramandroog
Range

Sir

I beg to acknowledge the
receipt of your Endorse=
=ment No 431 dated
9th August 1870 declining
to pass orders on my
petition No 1 of the
8th December last on
the score of my not
having replied to your
Endorsement No 200
of the 12th December last
calling upon me to
explain under what
authority I had
undertaken the
work its description
and the extent to which
executed &c I beg to
state as follows

1- The work was
undertaken by
Maistry Rama=
=nathoo Row
and executed
by me under the

1869 వ సంవత్సరం ఆగస్టు 9 వ తేదీ 431 వ నంబరు ఎండార్సుమెంటు ద్వారా నా పిటిషన్ నంబరు 1 మీద ఆర్డర్లు పాస్ చేయడానికి నిరాకరించిన విషయం తెలియజేస్తూ

సర్

గత డిసెంబరు 8 వ తేదీన నా పిటిషన్ నంబరు 1 మీద మీరు ఇచ్చిన ఎండార్సుమెంటు నంబరు 200 డిసెంబరు 12 వ తేదీన నేను ఏ అధికారం మీద పనులు చేపట్టానో వివరించమని మీరు నన్ను కోరారు. పనుల స్వరూపం, ఎంత మేరకు పనులు చేపట్టానో వివరిస్తూ నేను ఈ క్రింది విధంగా తెలియజేస్తున్నాను.

1- పనులు మైస్త్రీ రామనాథూ రావు ఆధ్వర్యంలో నా పర్యవేక్షణలో చేపట్టడం జరిగింది.

2. 6483/4 cubic yards of stone and gravel valued at 6 cubic yards per Rupee have been expended in deepening 25 of the 144 Channels plus

3. The Endorsement No 200 of the 12th December last said to have been issued has not yet come to hand

4- When the Superintending Engineer was present here during January last I was about to petition to that officer on the subject but on being told

2. 4683/4 cubic yards of stone and gravel valued at 6 cubic yards per Rupee have been expended in deepening 25 of the 144 Channels plus

3. The Endorsement No 200 of the 12th December last said to have been issued has not yet come to hand

4- When the Superintending Engineer was present here during January last I was about to petition to that officer on the subject but on being told

by Overseer Valai=
dumm Koud? that
he will pay
the Money from
his packet owing
to his having been
ordered to do so &
desisted doing the
same. There are
also witnesses
who hear Valaidum
Koud? making
the above state=
=ment-

Under these
Circumstances I beg
to request you will
be good enough to
order the payment
out of the Salary
due to Valaidum
Koud?=

I am unable to re=
present these Cir=
=cumstances in per=
=son as I have been
laid up with fever
ever since I last

shew you and in Con=
=sequence I am obliged
to submit the same
by means of this peti=
=tion-

31st August 1870. Vide Arif Sail Contractor 61

No 583 —

Endorsement thereon
No 583 of 9 September 1870
The petitioner
is informed that
as the work in ques=
=tion has not been
executed by the late
Overseer either on
anticipation or on
the sanction of any
proper authority
but on his own res=
=ponsibility the
undersigned will
not now interfere
in the matter. The
Contractor has also been
informed that the
Overseer alone is res=
=ponsible for the
payment of the
Money which is admit=
=ted even in the
petition under
reply-
As Regards his state=

Bellary Zilla Purcha
District Moonsiffs Court
Original suit No 55 of
1871.

1871 ನೆಯ ಇಸವಿ ಮೇ ತಿಂಗಳ ೨೯ನೆ ತಾರೀಖು
ನಂ ೫೫.

ಫಿರ್ಯಾದಿ
1 ವೆಂಕಟಲಕ್ಷ್ಮಮ್ಮ
ಗಂಡ ಮಾಡಪ್ಪ
ಸೇರಾ ಪಟ್ಟಾ
ಅವರು ಮಾ=
ಡಹಾಸರ
ನಿವಾಸಿ

Plaintiff-
1 Venkatalaxmamma
Wife of Madappa
Seraa Patta
Owner in
habitant of
Madahasera

ಪ್ರತಿವಾದಿ
2 ಮಿ ವಾಲ್ಟರ್ಸ್
ಸೂಪರಿಂಟೆಂಡೆಂಟ
ಪೆನಕೊಂಡ ರೇಂಜ
ಇವರು ಸರ್ಕಾರ
ಪರವಾಗಿ ಮಾಡ=
ಹಾಸರ ಸೇರಾ
ಮತ್ತು ತಾಲ್ಲೂಕು
ಬಳ್ಳಾರಿ ಜಿಲ್ಲೆ
ಇವರ ಪರವಾಗಿ

2 Mr Walters
Superintendent
Penacunda Range
having charge
Charge of Mada=
=hasera Seraa
& Taluq
of Bellary
District on
behalf of
Government

ಪ್ರತಿವಾದಿ
3 ಓವರ್ಸೀರ್ ವಲಾ=
=ದಿ ಮೂರ್ತಿ
ಲೇಟ್ ಆಫ್ ಮಾಡ=
=ಹಾಸರ ತಾಲ್ಲೂಕು
ಬಳ್ಳಾರಿ ಜಿಲ್ಲೆ
ಇವರು ಮಾಡ=
ಹಾಸರ ಕೆರೆ
ಗಳ ಕೆಲಸದ
ಮೇಲ್ವಿಚಾರಣೆ
ಯಲ್ಲಿ ಮದ್ರಾಸ್
ಪ್ರೆಸಿಡೆನ್ಸಿ=
4 ಕುಸಬಾ ಮಾ=
=ಡಹಾಸರ ಕೋ

3 Overseer Vala=
=dy Moorthi
late of Mada=
=hasera Taluq
of Bellary District
now in charge
of Tanks works
at Madras
in the 4th Division
of the Madras
Presidency=
4 Cusba Ma=
=dahasera Co

statement as to the
non-receipt of this
Office Endorsement
No 200 of 12th December 69
the undersigned is of
opinion that the
Contractor should have
presented himself
before him when he
was on tour in Ma=
=dahasera during
the latter part of
January if it had
really been the Case
but instead of so doing
he apparently having
Compromised with
the Overseer Dept
quite then and now
after the dismissal of the
Overseer from the Depart=
=ment comes to lay
his Complaint which is
quite inadmissable=

9th September 1870- Sd/ T. Walters Superintendent
Incharge No 6 or Penacunda
Range

(True Copies and translations)

T. Walters Superintendent
Incharge No 6 or Penacunda
Range

Maisby Madata-
-sera Pahuy an
inhabitant of
Madatasera

To 2nd Defendant

The plaintiff in
question having filed
a suit against you
in this Court of which
the particulars are
given below you are
required to attend, either
in person or by an
authorized agent who
should be able to
answer all the
questions that may
be put to him re-
-garding the subject
matter in this Court
at 10 A.M. on the 1st
April 1871.

Any other person
who will be able to
answer the question
that may be put
may also accompany
any such Vakeel.

The Court will on
that day enquire
into the matter and
settle the points at
issue. In the event
of your not being
in attendance as above
required the case
will be decided ex parte

63

Any document that the pro-
-duction of which you
may consider re-
-levant to the matter
at issue will have
to be brought with
you or may be sent
by any of your Jos-
-mastahs

31st January 1871. Sd/ J. Broomhead Rae
District Moonsiff

Particulars of the Plaint

Amount of suit & prayed an account of
Sicca Rs 78-2-
Interest thereon 9-12-
Total Rs 87-14-

(True Copy & translation)

J. Braithwaite Superintendent
In charge of Vizagapatam Peramacoonda
Range

No 1196.

Pamalanda Range Office
13th March 1871

64

From

The Superintendent in charge Nº 6 Division
Pamalanda Range

To

The Superintending Engineer
3rd Division

Sir

I beg to enclose the accompanying original Summons with translation from the District Moonsiffs Court at Purgher directing me to appear at that Court on the 1st April next on behalf of Government against whom a Suit for the Recovery of Rupees 87-14 has been filed by one Arief Saib of Madatkasera, a Petty Contractor, who was engaged during the Months of August & September 1869 by late Overseer Valadum Moosa in effecting some unnecessary and unauthorized work to the western Natural Surplus outlet of the Gerrahomanhully Tank.

2. I beg to Submit Copies of the Correspondence (Accompanied where necessary with translations) that at that period took place regarding the matter now at issue and, whilst soliciting your orders as to how I am to act in the matter, beg to offer the following explanations.

3. The Restoration of the Gerrahomanhully Tank in the Madatkasera Valley was brought to Completion in the Month of July 1869 at an aggregate Cost of Rupees 851-7-4, the principal work being the closing up of the breach, 90 yards in length, about the Centre of the bund through which a large stream

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Pamalanda Range Office
13th March 1871

From

The Superintendent in charge No 6 Division
Pamalanda Range

To

The Superintending Engineer
3rd Division

Sir

I have the honor to enclose for your information a Copy of a Letter from the Government Agent Nuwara Eliya No 3684 dated 6th March 1871 with its enclosures relative to the Petition of Ranasinghe of Pattipola praying for the removal of the Bund of the Gerrahomanhully Tank.

2nd May 1871 No 1278.

used hither to flow, and as no water stood in this Tank for some Centuries and as the Rainfall on that year appeared to be unusually severe judging from the fact that 7.650 Inches of Rain fell in the Space of a few hours at Pennacanda on the 11th August, I was induced to direct a Mastry to be present on the bund with a view of adopting, if found necessary, such measures on emergency as would preserve the Tank from all danger and with this object docket No 1438 of the 13 August 1869, a Copy of which will be found in the Correspondance attached, was despatched to Overseer C. Valaidum Iyanar who, without giving me any further intimation of his proceedings beyond the submission of the accompanying Estimate Amounting to Rupees 1366 under took the works for the payment of which the present List has been filed.

4. Considering that the Restoration of the Tank was substantially brought to a Completion only about 2 Months prior to the submission of the aforesaid estimate and that the works estimated for was really unnecessary, as was also personally noticed by the Superintending Engineer on inspection of the Tank on the 28 January 1870, the proceedings on the part of Overseer C Valaidum Iyanar was to say the least very irregular irrespective of the fact that the rates allowed in his present estimate are for earth work 8 6-3/4 and for gravel 6 6-3/4 per Rupee, even for the deepening of the Surface Channel where the Soil has not to be Carried any distance; whereas the average rate for earth & gravel at which the restoration work was Carried out was actually 10-6-3/4 per Rupee and the proportion of earth to gravel was about as 6-1.

5 The first intimation I Received of his having undertaken some objectionable work was on perusing his remarks on the Progress made on the works under his charge during the month of August 1869, when I at once ordered him to stop further progress Vide my Docket No 1491 of the 2nd September 1869, a Copy of which is also attached; what I intended was that on emergency the Summit of the natural bund should have been deepened and the water allowed to discharge into the low ground adjacent instead of being, as Valaidum Iyanar intended Carried at a high level above the Cultivation: the former work should have been executed by the aid of Village Labour Vide Grants Circular and Standing orders of the D. P. W. page 51 Rules for Village Labour para 5 example 1. whereas the work undertaken by the Overseer would have according to his estimate Cost Rupees 338-10-4, to Execute which it would Certainly Require time & Could not have been done as an emergency which in itself might have Circumvented Overseer Valaidum Iyanar that such was not the work I intended should be done this he alludes to in extenuation of his proceedings in his Diary for October 1869 under date the 18th an extract from which is also attached.

6. On the Circumstance being brought to the notice of the Superintending Engineer in Overseer C. Valaidum Iyanar's diary under date the 20th August 1869 an extract from which is furnished orders were passed after perusal of the Correspondance Connected therewith, that any unnecessary Expenditure should be defrayed

July 1871 Sent to Engineer

by the Overseer. This was Communicated to him and as he himself engaged the Contractor and entered into arrangements for the execution of the work he was left to arrange the matter amicably with the Contractor from whose statement itself in his Urzee of the 31st August 1870 it will be plainly seen that Overseer C. Valaidum Moodr promised in the presence of Witnesses to Reimburse him, at his own Cost for the work alluded to.

The first Claim for payment was made by the Contractor in his Urzee dated the 8th December 1869 a Copy of which is attached accompanied by a translation, and as this Contractor was not by any engaged in the usual manner; viz by having his tender submitted to me for acceptance & the Specification that was to be furnished to him for revision and approval, I called upon him in an Endorsement No 200 of the 13th idem to state under what written authority he had undertaken the work to which no reply whatever was furnished by him, and though he was present on the work at the time of the Superintending Engineers Examination of the same on the 28th January 1870 he made no application to me for a reply to his Urzee of the 8th December, which would in a great measure lead one to discredit his subsequent statements in his Urzees of the 5th May & 31st August 1870 that he had received no reply to the above Urzee, the fact being that he then Compromised with the Taluq Overseer which admission he himself makes in the fourth para of his Urzee of the 31st August 1870 alluded to above, such being the case this I submit in my opinion is the only point that can be urged by me in Court as to why payment should not be made to the Contractor by Government and I am very doubtful whether this plea would materially assist the defence.

in other respects the Contractor can prove in evidence that work being by order of the subordinates of the D. P. W. he legitimately executed on behalf of Government the work on which his claim is based as will be seen from a Copy attached of the Overseers Docket No 1144 of the 25 August 1869 to Mandry Vanoomanthoo Row to which allusion is made in para 1 of the Contractors Urzee of the 31st August 1870.

8. In Conclusion whilst soliciting for orders as to whether the suit ought to be defended or the Case Compromised I beg to state that a sum of Rupees 164-2-1 belonging to Overseer C. Valaedum Moodr being arrears of Salary & Travelling allowance due to him at the time of his quitting the Range, is at present kept in deposit pending his making the necessary arrangements for the execution of his receipt.

I beg to Remain
Your Most obedt Servt
T. Ballard Superintendg
In charge No 6 or Pumpa-
-landa Range

(Initialed) T B

"True copy"

Ballard
29 July
1871.

Lieut Colonel R.E.
Supdg. Engr: 3d Division

Copy of Remarks by Mr. Superviser Watkins against the entry dated 21st. August 1869 in Overseer Valaydens Moodi Diary. with Superintending Engineers order thereon -

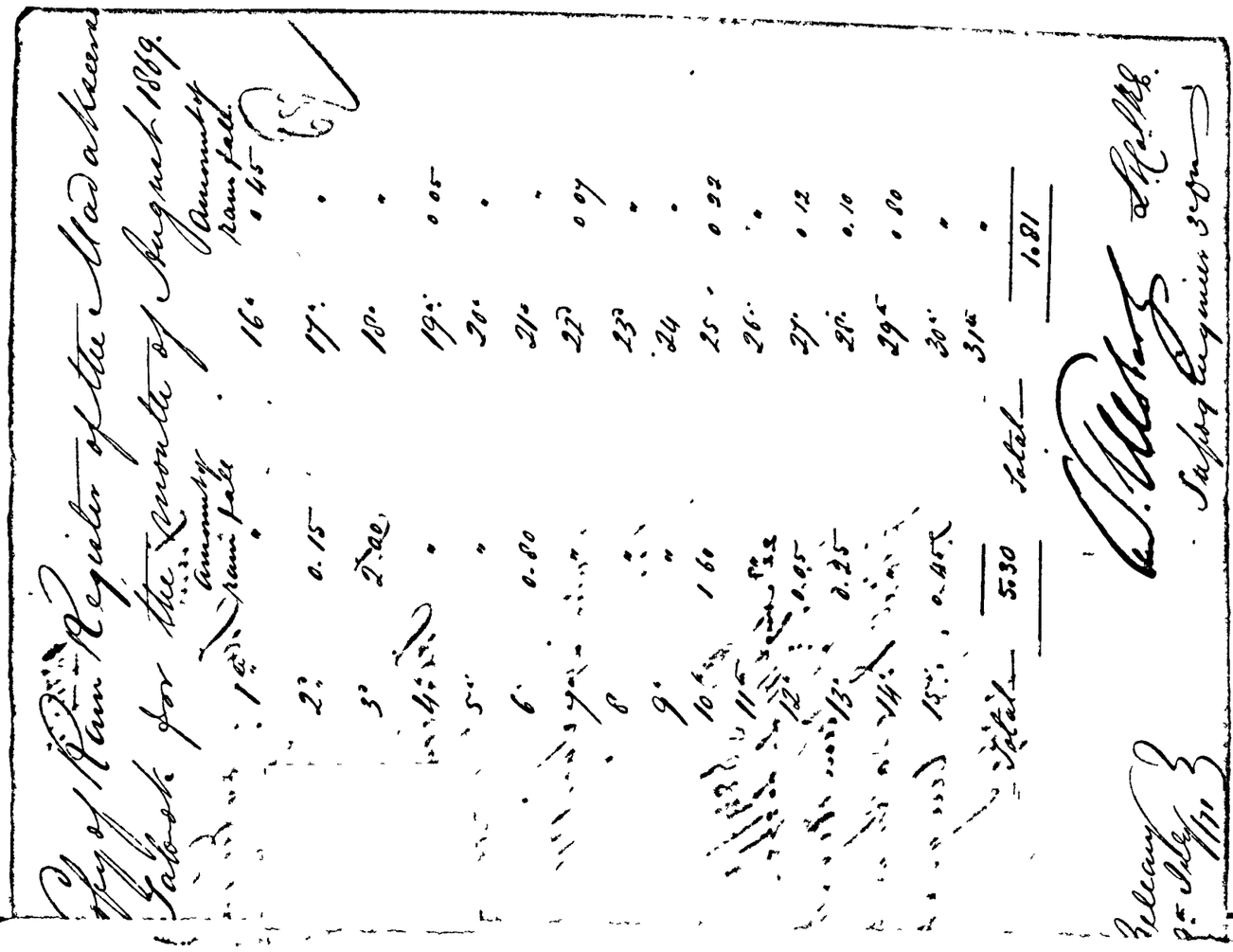
I never ordered any such thing to be done unless it was found that owing to any extra-ordinary Rain-fall as that which occurred at Penmacodah on the 11th. of the month, the supply of the tank was becoming so excessive as to cause doubts to be entertained of the present sufficiency of the escapes; viz. a Calingalah 52 yards in length at the east end in addition to which when the tank work was in progress I got the high ground or natural surplus at the west end for a width of 10 yards lowered so as to answer in times of danger as an additional escape this is 3/4 of a yard higher than the Calingalah Crest and the ground from the Calingallah to a short distance off from its west end is uniformly 9 feet above the Calingalah Crest and from thence it slopes off to the west and where it is 6 feet in height Velaydum has probably misunderstood the purport of my instructions to him as conveyed in Docket No. 438 dated 13th. August 1869.

(Initialed) J. W.

"True copy"

Lieut. Colonel R.E.
Supdg. Eng: 3d. Division

Belaary
29th July
1871.



Pay of Rain Register of the Madras Presidency
Salaries for the Month of August 1869.

	Name	Amount Rain fall.
1st		0.45
2		0.15
3		2.20
4		
5		
6		0.80
7		
8		
9		
10		1.60
11		
12		0.05
13		0.25
14		
15		0.45
16		
17		
18		
19		0.05
20		
21		
22		0.07
23		
24		
25		0.22
26		
27		0.12
28		0.10
29		0.90
30		
31		
Total		5.30

Total 1.81

Veloary
P. M. Asst

C. Watkins Asst Collr.
Salary Enquiries &c.

1871.72

To The Secy to Govt.
Rev. Dept.

P. R. 3684/71

Copy of remarks
by Mr. Watkins
in Overseers Diary
for August 1871.

1871.72.

From

The Supdg. Engineer
3rd Division

To

The Secy to Govt
Pw. Dept

Dated 29th July 1871.

Recd.

P. W. 3684/71
22nd Augt 71 L. 2 1/8

Copy of Rain Register
of the Madathcerah
Taluk for August
1869.

820

Pw. Department

No. 2154.

Proceedings of the Madras Government
Under date the 22nd August 1871.

Read the following

36814

From The Superintending Engineer
Nos.

Ltr. No. 828 dated 29th July 1871

Do G. O. No. 864 dated
23rd March 1871, the Govt.
authorized the defence at the
public expense of a suit
instituted in the District
Munsiff's Court at Purchee
for the recovery of Rs 87-14-
on account of work per-
formed to the Gerrabomau-
-hully tank in the Pen-
-naconda Range of the
3rd Division, and deferred
the consideration of the
question as to the manner
in which the expenses
should

should be defrayed till the judgement and decree of the Court were laid before Government.

With the letter above recorded the Superintending Engineer, with other documents, submits the judgement of the District Provoiff, from which it appears that the Plaintiff subsequently reduced his claim to Rs 50-10-8, which the Court have decided in favor of the Plaintiff together with costs amounting to Rs 10-13-11, making a total of Rs 61-8-7, for the payment of which Colonel A. S. Inoberly considers ~~the late~~ Overseer Velayadum Inodelly is liable.

Colonel Inoberly bases this opinion on the fact that, although the Overseer had received a general authority from the Range Officer to adopt such protective measures in connection with the tanks as the circumstances of the case seemed to demand, yet the work actually performed on this authorization was on personal inspection, found both by himself and the Range Officer to have been unnecessary, there being nothing to show, either from the Overseers Diary or the appearance of the tank, that damage might be apprehended.

After a careful consideration of the case and the actual condition of the tank as described in these papers the Govt are of opinion that the orders issued to the Overseer were of such a nature that had damage occurred through an omission on his part to carry out the suggestions made, he would have been held liable for the results, and under these circumstances it seems scarcely equitable to mulct the Overseer with the cost of work carried out under an impression of its necessity, and in the performance of which there is nothing to

culpability would have attached to him.

to show he had a personal interest. His Excellency the Governor in Council is accordingly not disposed to accede to the recommendation of the Supt Engineer to recover the amount from the arrears of salary due to Velayadum Moodelly and now held in deposit in the Pennacondas Range.

Asked

It further appears to the Government that this case ought not to have been allowed to go into Court at all. Whether the work was necessary or not could in no way affect the

25
3

To
The Supt Engr 3rd Div
Controller P. W. Accts

plaintiff's claim to
payment which
should have been made
as the work was carried
out under the authority
of a subordinate in
the Department. The
question of the Crown's
conduct in entailing
excessive cost on work
that the superior con
tracted unnecessary
was one that should
have been referred to
the decision
of Government

Aug 10th

Up-3184

Govt of [1871] Madras.

PUBLIC WORKS.

To The Superintending Engr
3rd Division

Dated

Read 6

G 0. 22 Augt. No. 2154.

Nos. 278-279

Gerrabomanhully Tank,
Bellary Dt. Raising
Orders on letter from the
Superintg Engr 3rd Dn. submitting
decision of the Dy Magistrate
Surgher in the suit against
Govt. in connection with the
work performed to the
Gerrabomandully Tank