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(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public DEPARTMENT.

G.O. No. 2314 Press Mis.

175-76

Dated 11 9 1876.

Not to be folded or roughly handled

Spalamcottah
August 5th, 1871

Sir,

I have much pleasure in handing you the enclosed two copies of the draft agreement entered into yesterday relative to the Sweet Contract which I trust you will find correct. Should you find anything requiring alteration please do so. I shall ratify same. I shall be glad to receive at your early convenience a copy duly signed by yourself for record in the Contractors' Office.

In conclusion I proud thank you both on the part of the Contractor and myself for the kind and patient hearing you have given me at the discussion of the Contractors claims, and which has thus helped on bringing the matter to a close. I should also thank you for the

concessions made on the Contractors
behalf -

I wishing every success
may attend the future progress
of the project and that it
may be brought to a favorable
and speedy close -

I have &c.
(Signed) Jos O'Brien

True Copy
Rica. Roberts Capt. Corps AE
Ag. Superintg. Engineer's Dept

3

Enclosure 2 in a letter from the Offg Supg Engr 8th Sub to the Secretary to Govt N.D.W. dated 12th Augt 1871 No 1669.

(P) N 3551/71

Copy for Colr Prince Agent to Contractor Rajamundry.

The undermentioned subjects, brought forward by the Agent of the late Contractor for the Straitgoondum Anicut works, having been fully discussed by the Acting Superintending Engineer and the Executive Engineers Mr Rundall and Capt: Shephird &c, in presence of Mr Prince, a settlement of the same has been mutually agreed upon as follows.

Mr Prince — Actg Superintg Engineer

1 If the widening at head of South Channel can be shown to be within excess of the revised Estimate, will you allow for it?	yes.
2 If clerical errors can be shown in the revised Estimate, will you allow for them?	yes.
3 A sum of 2,700 rupees paid through Mr Colquhoun should not be deducted from the revised Estimate or damage Estimate.	3 A reference will be made to the cross sections which will finally settle the point.

4 Deduction of 10 per cent on unfinished work to meet cost of completion

5 Tanks- deduction of 20 per cent.

6 Hydraulic chunam.

4 The work is to be carried out to completion according to Estimate and any balance on the deductions made to the Contractors debit will be paid to him.

5 Vide No 4 Reply The whole work is to be finished and the Contractor paid the balance in hand on the whole of the Tanks & Channels in question, & should there be an excess due Prince engage on the part of the Contractor to keep it.

6 The rate of 8 annas per cubic yard being considered an application as requested, more than sufficient by Mayor Appadu and being more by 1 anna and 1 pie than the other new Tanks

for similar material at Murdoor, it can therefore be admitted to be a fair charge and must stand.

7 Nulla Malai Odai Dam- Extra rate for Masonry.

7 As the Contractor was allowed Rupees (6) six per cubic yard or 1 Rupee per cubic yard in excess of similar work on the rest of the project, and as the promise of Rupees 8 1/2 per cubic yard was only conditional on the work being completed by a certain date, and the Government authorizing the increased rate on the recommendation of this Department, the Contractor has, in reality no kind of claim for the additional rate, as the work is not yet completed.

If however on our completing the work, it is found that Rupees six is an insufficient rate, the Contractor will be paid for the work done by him at the rate which the work actually costs and if the works cost less than Rupees 6 any saving so caused in the Estimate will be paid to the Contractor.

8 Baling & excavating foundations. The Contractor asks to be paid for this work at the rate which we find to be the cost of the whole remaining to be done.

8 The conditions are different in the work to be done now and what was formerly carried out. If there is any saving in the estimated cost of baling and excavating foundations on the part of the retaining wall remaining to be done

it will be handed over to the Contractor; moreover should there be any saving in the Masonry work of the Ancient that saving will also be handed over to the Contractor. Should it also appear on the completion of the work under reference that the Contractor has been inadequately paid in the extra sum disbursed to him for the alteration of the lower portion of the foundations in comparison with what the similar works in those foundations has cost us, he shall be reimbursed for that extra outlay in a sum which shall be determined by the Acting Superintending Engineer and should

it also appear that on the whole system of taking for the Ancient itself the contractor has been but slenderly remunerated for the expenses to which he has been subjected in this respect, a recommendation shall be submitted to Government representing that a lump sum may be passed to the contractor in acknowledgement of partial repayment of the expenditure he has thus incurred.

9 Materials at site not fully paid for.

9 If Mr Prince can find out Shepherd's measurements when have been measured & paid for, these will be used for all the agreed rates

it is of course for such materials as are approved of. With regard to the Ancient itself & other works not yet fully measured up the measurements of and payment for the unused materials on the spots in question will be simultaneous with the measuring up and fragments of the executed work that still remains to be so treated.

10 In regard to work executed by the contractor and not yet measured up, Mr Prince states that he is prepared to accept Lieut Shepherd's measurements, subject to correction if necessary and to be paid at the agreed rates

Settled

for the work.

11 Beyond the points abovementioned Mr Spence states that he has nothing further to bring forward and the above settlement is considered full and final by him on the part of the Contractor

12. All the bills submitted to the Contractor up to this date have been accepted by him as correct subject to the alterations therein made this day and to the conditions above made.

Settled.

Settled.

Dated at Palamcottah this 1st day of August 1871

I do hereby ratify the above terms of settlement and conditions entered into by

this day on the part of the Contractor with Acting Superintending Engineer of the Division.

13

/Signed/ J A Spence
Agent for procuration for
P Rajavacharry Contractor
Sheevgoontum Anicut project

Accepted.

/Signed/ R A Roberts Lieut.
Ag. Superg. Engineer S. Dn.

/True Copy/
Rich. A. Roberts Lieut. Col. RE
Ag. Superintg. Engineer S. Dn.

Spd:
Theodore Cowper Drew
Ct

No 1662 Inclosing Engineers Office 8th Dy
Madras 12th August 1871

Sir

I have
the honor to forward herewith
for the information of
His Excellency the Governor in Council
a Report from the Superintending Engineer
Kistna Circle, on the Condition of the
Buckingham Canal, and the Works
under his charge, during the year 1870-71.

2 I have also the honor to forward
herewith a Report from the Executive
Engineer in charge of the Canal Division
and a Statement of the Expenditure
thereon during the year 1870-71.

3 I have to request that the Report
may be submitted to the Secretary of State
for India in Council.

I have &c
(Signed) A. J. Arbuthnot
Lieut. Col. R. E.
Offg. Secretary to Govt.

To
The Chief Secretary to Government
Public Works Department
Fort St. George

Enclosed
1 Report &c.
2 Statement &c.

Public Works Department
Fort St. George, the 19th August 1871

Read the following Report from the Superintending Engineer, Kistna Circle, on the Condition of the Buckingham Canal during the year 1870-71.

Ordered, that the Report be submitted to the Secretary of State for India in Council, and that a copy be forwarded to the Superintending Engineer, Kistna Circle, for information.

Ordered also, that the Statement of Expenditure on the Buckingham Canal during the year 1870-71 be submitted to the Secretary of State for India in Council, and that a copy be forwarded to the Executive Engineer in charge of the Canal Division, for information.

Enclosed is a letter from the Offg. Secretary Engineers &c. to the Secretary to Govt. P.W.D. dated 12th August 1871 No 1662.

P. W. 3857/71

Statement showing the Settlement of Claims of Rayavaram Harry Contract of the Stream Conduit Anicut Works.

outstanding questions. I replied that it was useless my going into any discussion of the kind, unless he was prepared to include the whole of the outstanding claims for arrangement at one and the same time.

3. Hearing nothing further from Mr. Spince on the subject, I took the occasion of my recent visit to Palamcottah, to arrange, with the kind assistance of the Collector of Tinnevelly, an interview on the 3d instant with the Contractor's Agent, in company with Mr. Arundale and Lieut. Shepherd RE. The whole of the Contractor's outlying claims were then carefully discussed, and an outline of settlement drawn out, which was again considered on the following day. The result being the statement, a correct copy of which I have the honor to enclose. This statement is, for the

most part, sufficiently explanatory in itself. The deductions of 10 & 20 per cent, mentioned in items 4 & 5 respectively, refer to deductions to that extent made by Lieut. Shepherd from the Contractor's Bills for account of works commenced by him, but not properly completed.

5 In addition to the items included in the list, a number of small claims were finally disposed of at the meeting aforementioned. I should state that Mr. Spince, at the outset assured me of his bonâ fide anxiety to arrange matters finally on the part of the Contractor, and I was only too happy therefore to meet him in the same spirit. And whenever, in the case of any of these small disputed claims, there appeared sufficient grounds to warrant my doing so, I closed at once with him and compromised the matter by allowing

them one half of such claims. I allude here to trifling amounts viz: deductions made in the Contractor's Bills for works not properly completed and for the completion of which the cost could only be approximately estimated.—

6. As regards the large items they are all entered in the enclosed statement, and I can only trust that the manner in which they have been disposed of will meet with the approval of Government. I may say that to me personally it was almost a surprise to be able to be rid of them on such moderate terms, and it was not without satisfaction that I received the accompanying letter from Mr Spence, dated 5th instant forwarding the fair copies of the Agreement for my signature.

7 I can only hope and trust that this will be the last occasion of my having to address Government on the subject of the late Contractors claims, and that the works now freed from this incubus, with which it has been so long oppressed, will start with renewed vigour and that nothing further will interfere with bringing this noble work to a satisfactory completion.

I have the honor to be
Sir
Your most Obt. Servant
Robt. Roberts Capt. Bo. E.
Asst. Superintg Engineer &c &c

No 175

Letter 30 August 1871

departmental agency.

The Governor in Council considers it right to tender the thanks of Govt to Major Genl Roberts for the ability and decision which he has manifested in the conclusion of this arrangement

Aug: 19th

Ref 1/c 5857

Cost of 1871 Madras.

PUBLIC WORKS.

To Lt. Spearman Engr
for Division

No 1751171

Specification Ancient
Project - in respect
of Construction of the Bund
& Basin and of Contractors
Engagements & Claims
in connection with the
Regulating Sluice
Piers & Coverings &c
Trunks Plans &c. &c.
Roberts for the manner
in which he has executed
the Work &c &c