

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.**Government of Madras.***Public Works* **DEPARTMENT.**

G.O. No. 633	Press
86-87	~~Mis.~~
Dated 4-3-	1871.

Not to be folded or roughly handled

17

*Proceedings of the Madras Government, Public Works Department,
4th March 1871.*

No 86 Read the following letter from the Acting Superintending Engineer, 7th Division, to the Secretary to Government, Public Works Department, dated Camp at Cochin, 24th February 1871, No 240 —

I HAVE the honour to submit the following report on a law suit brought against me as Superintending Engineer of the 7th Division, and Mr. R. D. P. Roberts, Executive Engineer, as Range Officer of Combatore, and solicit the orders of Government thereon

2. I enclose a copy of the plant with its English translation, and a copy of the document on which the plaintiffs rely. These show that the plaintiffs entered into a contract on the 3rd February 1863 with Lieutenant D. H. Trail, R. E., then Range Officer, for the supply of 150,000 bricks at Rupees 3-8-0 per 1,000, and 2,000 parahs of chunam at Annas 7 per parah, for the construction of Chinnanowkerrah bridge in the Combatore District, to be paid for on delivery of the materials, and on being duly inspected and accepted by the Range Officer. That the plaintiffs supplied only 78,000 bricks and 1,054 parahs of chunam on the 26th of May 1863, on which date the receipt relied on by the plaintiffs is said to have been given, and the claim is made up as follows, namely —

	RS	A	P.
78,000 Bricks, at Rupees 3-8-0 per 1,000	273	0	0
1,054 Parahs of chunam, at 7 Annas	461	2	0
	734	2	0
	100	0	0
Deduct amount received			
Balance	634	2	0

claimed in the plant.

3 From the records of the Superintending Engineer's and Range Offices, it appears that the estimate to which this contract refers is that sanctioned in G. O. No 2501, of 21st October 1862, for a masonry bridge of one arch over the Chinnanowkerrah river amounting to Rupees 4,310. That the contract alluded to was executed on the 3rd February 1863, for delivery of the bricks and chunam on the 19th March 1863, on which date the contractor failed to deliver the materials. Lieutenant Trail, therefore, addressed the Contractor (Vyapoory Gounden's name alone mentioned) on the 24th March 1863, urging on him to expedite the supply, and again on the 30th March 1863 threatening to sue him and enforce the penalty mentioned in the agreement if the bricks and chunam were not ready on the site by the 1st April 1863. That Officer also addressed the Principal Sudder Ameen, under date the 26th March 1863, asking his advice as to what steps should be taken to enforce the fulfilment of the agreement, etc., etc., and Lieutenant Trail noted that, up to the day he wrote, "not a single parah of chunam or a brick had been delivered." The Principal Sudder Ameen referred Lieutenant Trail to the Civil Court and returned the agreement. The Principal Sudder Ameen too notes only the name of Vyapoory Gounden, and not those of two contractors. The work was finally stopped (after the repeated remonstrances with the contractor in vain) in May 1863 for want of bricks and chunam, which the contractor failed to supply. The Range Officer's remarks, in his Progress Report for April 1863, were, — "The work is most seriously delayed owing to the Chunam Contractor delaying his supplies;" and in the Progress Report for May he noted that "the work has been stopped owing to the contractor having failed to supply

Chunam at Rs. 7 per Parah, for the

*Proceedings of the Madras Government, Public Works Department,
4th March 1871.*

his bricks." His remarks under date the 3rd June 1863 in his Inspection Report of that month submitted to the Superintending Engineer in July 1863 are as follow —

"The work at the bridge so far satisfactory, as the abutments have been raised to their full height. The work, however, will not be able to be prosecuted further for some time, as the contractor has failed in his agreement to supply the necessary bricks, and the weather will now prevent any from being moulded for some time. The bridge work stopped owing to want of bricks." The work was finally closed at a net total expenditure of Rupees 2,488-12-2, and an estimate was then prepared for substituting a timber platform for the masonry arch amounting to Rupees 1,950, and was sanctioned in G. O., No. 2,757, of 22nd September 1863. This estimate was further added to by a supplemental sanction of Rupees 324 given in G. O., No. 393, of 11th February 1865, and a timber platform bridge was completed in January 1866, so it was not necessary to enforce the fulfilment of the agreement.

4 The vouchers and cash books of the work have been thoroughly examined, and they only show that a payment of Rupees 100 was made to Contractor Vyapoory Gounden on the 26th March 1863, and entered in the Range Officer's cash book as follows, namely —

"Expended by Vyapoory Gounden 28,571 bricks, at Rupees 3-8-0 per 1,000, Rupees 100," and this was on the same day that the Range Officer wrote to the Principal Sudder Ameen that "not a single parahi of chunam nor a brick" was delivered up to the day he wrote. The payment therefore must have been in the nature of an advance for which the materials were subsequently recovered.

5. I find further that Mr Overseer McDonough, then in charge of the works, wrote to the Range Officer a letter, No. 6, of 29th May 1863, forwarding the account of expenditure on the Chinnanowkerrah bridge up to the 26th May 1863 inclusive. In this letter Mr McDonough mentions that he enclosed a memorandum of coolies employed in bringing bricks from the contractor's kiln, whose pay he recommends should be debited against the contractor's accounts. He further states that he picked out a clump of 13,000 arch bricks, which is all he could find. Supposing that the 28,571 bricks covering the contractor's advance of Rupees 100 were received, the only record of any further receipt of bricks from the contractor is that noted in the extract of Mr McDonough's letter above quoted, namely, 13,000 arch bricks. In a letter, No. 86, of 24th November 1863, from Lieutenant Trail to the Superintending Engineer, that Officer acknowledges having to pay for a quantity of bricks and chunam (number and value not known) provided for the Chinnanowkerrah bridge, and that the cause of the non-payment of the same was the delay of the contractor in supplying the materials, and that this debt remained unsettled at the end of 1862-63 then April 1863. Unless Lieutenant Trail's letter has reference to the 13,000 bricks just above alluded to, I am at a loss to reconcile the statement made that the work was stopped for want of materials to be supplied by the contractor, noticed in paragraph 3 of my letter, for want of which materials this work was stopped entirely in May 1863, and the change of the design of the bridge is attributed to the difficulty of getting good bricks—*Vide* paragraph 5 of Colonel Walker's letter, printed with G. O., No. 2,757, of 22nd September 1863. The proposals of Lieutenant Trail's letter, No. 86, of 24th November 1863, were approved by Colonel Walker in his memorandum, No. 73, of 1st December 1863,

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4th March 1871.*

and the value of the timber was duly recovered to the Chinnanowkerrah bridge in June 1864, but it does not appear that anything was paid on account of the debt brought to notice in Lieutenant Trail's letter, No. 86, of 24th November 1863. I would beg to point out that this letter, while it acknowledges a debt, does not mention the name of the party to whom it is due, and further it states that the debt remained unsettled on the 30th April 1863, while the plaintiffs claim value of materials delivered on the 26th of May 1863.

6 No record of any kind of the receipt of chunam from the Contractor Vyapoory Gounden can be found anywhere in the records; and on the very day that the contractor alleges he delivered 1,054 parahs of chunam, namely, 26th of May 1863, Mr McDonough's accounts show that he purchased, evidently in the market, 57 salagays of chunam for Rupees 32-1-0, which Mr McDonough would, it is presumed, not have bought had he received from the contractors the quantity they name.

7. Again, supposing Lieutenant Trail's letter, No. 86, of 24th November 1863, had reference solely to Contractor Vyapoory Gounden's debt, he was, *vide* the same letter, in the hope of settling the debt by sale of portion of the timber obtained for the centring, which realized Rupees 298-14-6, or less than half the amount claimed by the contractors in the plaint.

8. Supposing the contractor had not supplied the bricks and chunam specified in the receipt, the work done might be accounted for by bricks which must have been available from the ruins of an old bridge which existed on the site—*Vide* paragraph 2 of Colonel Ouchterlony's letter, printed with G. O., No. 2,504, of 21st October 1862, besides a number of bricks prepared for the bridge with an advance of Rupees 178-12-0 cleared in G. O., No. 96, of 12th January 1866, and the 28,571 for which Vyapoory Gounden was paid Rupees 100, and also bricks which were prepared by departmental labour as shown in the accounts of the work. Chunam too appears to have been burnt departmentally and purchased in the market.

9 I beg to forward all the correspondence on the subject noted in this letter.

10 Under all the circumstances of the case, I can come to no other conclusion than that the receipt relied on by the contractor (or contractors as they appear to be) is either false, or that the contractors owing to the Overseer Mr. McDonough's intemperate habits succeeded in obtaining from him a receipt for materials which had never been delivered.

11 The defence therefore would be —

I.—That the action is barred by the Statute of Limitation, more than three years having elapsed since the date of the alleged receipt, 26th May 1863.

II.—That the records of the range, or the accounts of the work, nowhere show that the materials specified in the receipt, dated 26th May 1863, were received on the works on the day in question.

III.—That therefore the sum of money claimed by the plaintiffs cannot be paid to them.

IV.—That the agreement alluded to by the plaintiffs appears to have been mislaid while in charge of Mr. McDonough, and is nowhere to be found.

V.—And further from the records of the range it appears that the contractors failed in their agreement to deliver the materials on the 19th March 1863, and that therefore penalty was due by them.

12. I beg further to note, for the information of Government, in case these points are necessary to be considered with reference to the plea of limitation advanced in paragraph 1 of the proposed defence that, on receipt of a registered

Chinnanowkerrah Bridge

*Proceedings of the Madras Government, Public Works Department,
4th March 1871*

petition from the contractor, endorsed by the Range Officer that he could get no information on the subject, Colonel Walker endorsed the following reply — "Refer the petition to the Court to which he threatens to complain," dated 26th October 1868. A notice dated 5th June 1867 was published in the *Coimbatore District Gazette* calling on all claimants for work done or materials supplied in the Coimbatore Range before 1st January 1867 and not disposed of before 1st April 1867, to submit their claims within the month of June 1867, failing which they would not be attended to To which the plaintiffs paid no attention.

13. The Government will observe that the notice in this case was issued to me under date the 25th October 1870, and the delay between that date and the date of this report is due to the difficulty experienced in tracing in the records of the Range Office and my own all papers that could throw any light on the matter; and it was not till late in December that the papers that could be found were received from the Range Officer, which he submitted with letter, No. —, of 21st December 1870, herewith forwarded. I had again to call for further information from my head quarter office which reached me about the latter end of January when I was on my tour of inspection in the Coondapoor Range. The hearing of the case has at my request been postponed to the 20th of March 1871, and I beg, therefore, to solicit the early orders of Government

List of Enclosures

- 1 Notice dated 25th October 1870
- 2 Range letter, No 165, of 8th December 1870.
- 3 Copies of plaint and receipt, with translation
- 4 Range letter, No —, of 21st December 1870
- 5 Copies of memorandum, No 610, of 24th March 1863, to Vypoory Gounden, letter, No 651, of 26th March 1863, to Principal Sulder Ameen, memorandum, No 653, of 30th March 1863, to Vypoory Gounden, extracts of Inspection and Progress Reports, copy of Vypoory Gounden's registered letter, dated 22nd October 1868, Coimbatore Range Officer's endorsement, No 105, of 24th October 1868, Superintending Engineer's endorsement, No 103, of 26th October 1868, copy of Colonel Walker's memorandum, dated 3rd February 1870, and No 137, of 10th January 1870, of copy of an entry in despatch book, and copy of notice in *Gazette*, dated 15th June 1867, and copy of Principal Sudder Ameen's reply, No 16, of 11th April 1863
- 6 Coimbatore Range letter, No 86, of 24th November 1863, and Superintending Engineer's reply, No 73, of 1st December 1863
- 7 Mr McDonough's letter, No 6, of 20th May 1863, and two vouchers
- 8 Extract of cash book from 1st January 1863 to February 1863

(Signed) W T F FAREWELL, Lieut-Colonel,
Acting Suptg Engineer, 7th Division

No. 87.

ORDER THEREON, 4th March 1871, No. 633.

ESTABLISHMENT, No 9.

As there appear to be good grounds for believing that the claim to payment of Rupees 634-2-0 for bricks and chunam alleged to have been supplied in 1863 by the plaintiffs in the suit referred to in this letter is untenable, even if it be not barred by the Statute of Limitation, the Government authorize the defence of that suit at the public expense.

(True Extract)

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

To the Superintending Engineer, 7th Division, with Enclosures
" Controller of Public Works Accounts.
Exd E C. Shunker.

*No. 240 Supr Engineer's Office,
7th Division,
Camp Cochin 24th Feb/71-
From, Lieut Colonel W. Farewell S.C.
By Supr Engineer, 7th Div
To, The Secretary to Government,
Dept Pub Works
Madras
Sir,
I have the honor to submit
the following report on a lawsuit
brought against me as Supr Engineer
of the 7th Division, and Mr K. D. P. Roberts
Executive Engineer as Range Officer
of Coimbatore, and solicit the
orders of Government thereon.
2. I enclose a copy of the plaint
with its English translation and
a copy of the document on which
the plaintiffs rely. These show that
the plaintiffs entered into a contract
on the 3rd February 1863 with Lieut
D. H. Trail R.E., then Range Officer,
for the supply of 1,50,000 Bricks
at 3 1/2 Rs per 1000 and 2000 Parahs
of chunam at Rs 7 per Parah, for
the*

the Construction of Chinnanowkerrah
Bridge in the Coimbatore District,
to be paid for on delivery of the
Materials, and on being duly inspec-
ted and accepted by the Range
Officer - That the Plaintiffs sup-
plied only 78000 Bricks & 1054 Parabs
of Chumam on the 26th of May 1863
on which date the receipt relied
on by the Plaintiffs is said to have
been given - And the claim is made
up as follows, viz:-

78000 Bricks @ Rs 3 1/2 per 1000	Rs 273.0.0
1054 Parabs of Chumam @ Rs 7	461.2.0
	<u>734.2.0</u>

Deduct amount received — 100.0.0
Balance Rs 634.2.0

Claimed in the Plaint —

From the records of the Supg.
Engineers and Range Offices it ap-
pears that the Estimate to which
this Contract refers is that sanctioned
in G.O. No 2504 of 21st October 1862
for a Masonry Bridge of one
Arch over the Chinnanowkerrah
River.

River, amounting to Rs 4340-
That the Contract alluded to
was executed on the 3rd February
1863, for delivery of the Bricks &
Chumam on the 19th March 1863;
on which date the Contractor
failed to deliver the Materials.
Lieut. Trail therefore addressed
the Contractor (Vyapooray Gowunderi
name alone mentioned) on the
24th March 1863 urging on him
to expedite the supply, and again
on the 30th March 1863 threatening
to sue him and enforcement
of the penalty mentioned in the
agreement if the Bricks & Chumam
were not ready on the site by the
1st April 1863. That Officer also
addressed the Principal Sudder
Amern under date the 26th March
1863 asking his advice as to what
steps should be taken to enforce
the fulfilment of the agreement of the
Contractor and

And Lieut Trail noted that up to the day he wrote, "not a single" "parrah of Phumam nor a Brick" "had been delivered". The Principal Sadr Lansen referred Lieut Trail to the Civil Court and returned the Agreement; the Principal Sadr Lansen too notes only the name of Vypooray Gowader and not those of 2 Contractors. The work was finally stopped (after the repeated remonstrances with the Contractor in vain) in May 1863 for want of Bricks & Phumam which the Contractor failed to supply. The Range Officer remarks in his Progress Report for April 1863 were "The work is most seriously delayed owing to the Phumam Contractor delaying his supplies". And in the Progress Report for May, he noted that "the work has been stopped owing to the Contractor having failed to supply his Bricks".

91
His remarks under date the 30 June 1863 in his Inspection Report of that month submitted to the Supt Engineer in July 1863 are as follows:-
"The work at the Bridge so far satisfactory as the abutments have been raised to their full height. The work however will not be able to be prosecuted further for some time as the Contractor has failed in his agreement to supply the necessary bricks and the weather will now prevent any from being moulded for some time. The Bridge work stopped owing to want of Bricks". The work was finally closed at a cost total expenditure of Rs 2488.12.2 and an estimate was then prepared for substituting a Timber Platform for the Masonry Arch amounting to Rs 1950 and was sanctioned in GO No 2757 of 20th Sep 1863. This estimate was further added to by a supplemental sanction of Rs 324 given in GO No 398 of 11th Feb 1864.

February 1865, and a Timber Platform Bridge was completed in January 1866. So it was not necessary to enforce the fulfilment of the agreement.

4 The Vouchers and Cash Books of the work have been thoroughly examined, and they only show that a payment of Rs 100 was made to Contractor Vypooray Gowden on the 26th March 1863 & entered in the Range Officers Cash Book as follows, viz:-

Expenditure by Vypooray Gowden 28,571 Bricks at Rs $3\frac{1}{2}$ per 1000 Rs 100 And this was on the same day that the Range Officer wrote to the Principal Sadr Ameen that "not a single parakh of fhumam nor a Brick" was delivered up to the day he wrote. The payment therefore must have been in the nature of an advance for which the materials were subsequently recovered.

5 I find further that Mr. W. McDonough

McDonough then in charge of the works wrote to the Range Officer a letter, No 6 of 29th May 1863, forwarding the account of expenditure on the Chinnanowkurn Bridge up to the 26th May 1863 inclusive. In this letter Mr. McDonough mentions that he enclosed a Memo of Coolies employed in bringing bricks from the Contractor's kiln, whose pay he recommends should be debited against the Contractor's accounts. He further states that he picked out a clump of 13,000 Arch Bricks which is all he could find - Supposing that the 28,571 Bricks covering the Contractor's advance of Rs 100 were received, the only record of any further receipt of Bricks from the Contractor is that noted in the extract of Mr. McDonough's letter above quoted, viz:- 13,000 Arch Bricks. In a letter No 86 of 24th November 1863 from Mr. Frail to the Sadr Ameen, that Officer acknowledges having to pay for a quantity of Bricks & fhumam (No 86) forwarded

(No 4 value not known) provided for the Shimanowkerrah Bridge, and that the cause of the nonpayment of the same was the delay of the Contractor in supplying the materials, and that this debt remained unsettled at the end of 1862/63, then April 1863; unless Lieut. Frail's letter has reference to the 13000 Bricks first above alluded to, I am at a loss to reconcile the statement made that the work was stopped for want of materials to be supplied by the Contractor, noticed in para 3 of my letter; for want of which materials this work was stopped entirely in May 1863, and the change of the design of the Bridge is attributed to the difficulty of getting good Bricks vide para 5 of Colonel Walker's letter printed with G.O. No 2757 of 22^d Sept 1863 - The proposals of Lieut. Frail's letter No 86 of 24th Nov^r 1863 were approved by Colonel Walker in his Memo. No 73 of 1st Dec^r 1863 and the value of the Timber was duly recovered to the Shimanowkerrah Bridge in June 1864; but it does not appear that any thing was paid on account

of the debt brought to notice in Lieut. Frail's letter No 86 of 24th Nov^r 1863. I would beg to point out that ~~this~~ this letter, while it acknowledges a debt, does not mention the name of the party to whom it is due, and further it states that the debt remained unsettled on the 30th April 1863, while the Plaintiff's claim value of materials delivered on the 26th of May 1863. No record of any kind of the receipt of Shiman from the Contractor Vyprovy Gowdru can be found in any where in the records. And on the very day that the Contractor alleges he delivered 1054 parabs of Shiman, viz 26th of May 1863, Mr. McDonough's accounts shew that he purchased, evidently in the market, 57 Salagays of Shiman for Rs 32.1.0, which Mr. McDonough would, it is presumed, not have bought had he received from the Contractor the quantity they name - Again, supposing Lieut. Frail's letter No 86 of 24th November 1863 had

reference solely to Contractor Vypoor,
Gowdru's debt, he was, vide the
same letter, in the hope of settling
the debt by sale of portion of the
timber obtained for the Centring;
which realized Rs. 298-14-6 or less
than half the amount claimed
by the Contractors in the Plaint.
8. Supposing the Contractor had
not supplied the Bricks & Flumam
specified in the Receipt, the work
done might be accounted for by
Bricks which must have been
available from the ruins of an
old Bridge which existed on the
site, vide para 2 of Colonel Cuth-
bertson's letter printed with G.O.
No 2504 of 21st October 1862; besides
a number of Bricks prepared for
the Bridge with an advance of
Rs. 178-12-0 cleared in G.O. No 96 of
12th January 1866, & the 28571 for
which Vypoor Gowdru was paid
Rs. 100; and also bricks which were
prepared by Departmental labor
as shown in the Accounts of the
work. Flumam too appears to have
been burnt Departmentally, and purchased

purchased in the market - 6.5.1
9. I beg to forward all the
Correspondence on the subject
noted in this letter.

10. Under all the circumstances
of the Case, I can come to no other
Conclusion than that the receipt
relied on by the Contractor (or Con-
tractors as they appear to be) is
either false or that the Contractors
or the Overseer Mr. McDonough's intem-
perate habits succeeded in obtaining
from him a receipt for materials
which had never been delivered.

11. The defence therefore would be
I. That the action is barred by the
Statute of Limitation, more than
3 years having elapsed since the
date of the alleged receipt, 26th May 1863.

II. That the Records of the Range, or
the Accounts of the Work, nowhere
show that the materials specified
in the Receipt dated 26th May 1863
were received on the works on
the day in question -

III. That therefore the sum of money
claimed by the Plaintiffs cannot be
forwarded

be paid to them -

IV That the agreement alluded to by the Plaintiffs appears to have been mislaid while in charge of Mr McDougall and is now where to be found

V And further from the records of the Range it appears that the Contractors failed in their agreement to deliver the Materials on the 19th March 1863, and that therefore a penalty was due by them -

12. I beg further to note for the information of Government, in case these points are necessary to be considered with reference to the plea of limitation advanced in part of the proposed Defence, that on receipt of a registered Petition from the Contractor endorsed by the Range Officer that he could get no information on the subject, Colonel Walker endorsed the following reply, "Refer the petition to the agent to which he threatens to complain" Dated 26th October 1868 -
A notice dated 5th June 1867 was published

published in the Foinbunne District Gazette calling on all claimants for work done or materials supplied in the Foinbunne Range before 1st January 1867 and not disposed of before 1st April 1867, to submit their claims within the month of June 1867, failing which they would not be attended to. To which the Plaintiffs paid no attention -

13 The Government will observe that the notice in this case was issued to me under date the 25th October 1870 and the delay between that date and the date of this report is due to the difficulty experienced in tracing in the records of the Range Office and my own, all papers that could throw any light on the matter; and it was not till late in December that the papers that could be found were received from the Range Office, which he submitted with letter No. of 21st Decr 1870, herewith forwarded

forwarded - I had again to call
for further information from my
Head Quarter Office which reached
me about the latter end of January
when I was on my tour of inspection
in the Coandapoor Range - The hearing
of the case has at my request been
postponed to the 20th of March 1871,
and I beg therefore to solicit the
early orders of Government -

I have the honor to be,
Sir,
Yours most obedt Servt

W. H. H. H. H.

Agd Supdus 7th 72

List of Enclosures

1915

- 1 Notice dated 25th Decr 1870.
- 2 Range letter N^o 65 of 8th Decr 1870 -
- 3 Copies of Plaint & Receipt, with Translation
- 4 Range letter N^o - of 21st Decr 1870 -
- 5 Copies of Memo N^o 640 of 24th March 1863
to Vypoory Gowden, letter N^o 651 of 26th
March 1863 to Principal Sudr Amra
Memo N^o 653 of 30th March 1863 to Vypan
Gowden, Extracts of Inspection & Pro-
gress Reports, Copy of Vypoory Gowden's
registered letter dated 22nd Octr 1868,
Coimbatore Range Officers Endorsement
N^o 105 of 24th October 1868, Supdus's
Endorsement N^o 103 of 26th Octr 1868,
Copy of Colonel Walker's Memo dated
3rd February 1870, & N^o 137 of 10th Jan'y 1870,
Copy of an entry in Despatch Book
& Copy of Notice in Gazette dated
15th June 1867 - & Copy of Principal
Sudr Amra's reply N^o 16 of 11th April 1863.
- 6 Coimbatore Range letter N^o 86 of 24th Novr 63
& Supdus's reply N^o 73 of 1st Decr 63
- 7 Mr McDougall's letter N^o 6 of 29th May 63
& 2 Vouchers
- 8 Extract of Cash Book from 1st January 1863
to February 1865. -

W. H. H. H. H.
Agd Supdus 7th 72

C. M. D.

No 613.

Proceedings of the Madras Government
Read the following

From
The Super Engineer } (H. E. No. 240 of 24 Feb. 1871)

217

As there appears to be good grounds for believing that the claim to payment of Rs. 634.2 -- for bricks and chumam alleged to have been supplied in 1863 by the plaintiffs in the suit referred to in this letter, is untenable, even if ^{it be} not barred by the Statute of Limitation.

The

Recd 21 Dec 71/62 Rs. 814 - 8:15
• 28 Dec 71/63 - 491 - 493
• 11 Feb 71/65 - 225 - 226

1871 Dec 11
From, J. 915.

The Deputy Secy to the Secy to the Govt.

To the Secretary to the Govt.

R. M. M. M.

Recd 28 Dec 71/63

Encl. 15 etc

Reports on

the work of the

the Deputy Secy to the Govt.

Office

62 March 71/63

Government authorize
the degree of that
initial - the public
share -

1. *Empydaea* with
Euchromia
 2. *Dendroica*
 3. *Alcedo* 4-5-6-7
 8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-102

Suit. The defence therein
instituted against the supply
of the 1st & 2nd Districts
Range Officer by a Contractor
for the recovery of money
due & account of the supply
of bricks & chunam in
1863, authorized.