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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	<i>115</i>	Press
		Mr.
Dated	<i>2-5-18</i>	18

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
8th May 1872.*

No. 156. Read the following letter from the Officiating Superintending Engineer, 6th Division, to the Secretary to Government, Public Works Department, dated Upper Anicut, 9th April 1872, No. 14 :—

With reference to paragraph 2 of G. O., No. 592, dated 4th March, I notice that the letter from the Collector of Trichinopoly, which accompanied that order, has apparently led to some misapprehension of the circumstances under which a suit in the District Munsif's Court at Trichinopoly was decided against a subordinate of this department and which have led to some loss to Government, and as from statements in the Collector's letter it would appear that the Superintending Engineer, while accusing the Tahsildar of having neglected the interests of Government, was himself solely to blame, I deem it necessary to offer the following explanation which will, I trust, prove that the blame which the Collector imputes to officers of this department is undeserved.

2. The Superintending Engineer's letter, No. 527, dated 13th September 1871, printed with G. O., No. 2,653, dated 19th October 1871, fully explains the circumstances under which the suit was instituted, and as it appeared to Government from that letter that the Tahsildar had neglected the interests of Government in the matter, the Collector was called upon to submit a full explanation from the Tahsildar. It is his letter submitting this explanation that I refer to in the preceding paragraph.

3. The real facts of the case are these :—The Superintending Engineer learning that a suit had been instituted in the Trichinopoly District Munsif's Court by Rungasawmy Iyengar against Overseer Poonosawmy Pillay, wrote to the Collector on the 15th January 1870 requesting him to endeavour to make, through the Tahsildar, an amicable arrangement of the matter. The Tahsildar then took up the subject and wrote to the Overseer requesting him to apply to the Court to have the case postponed, and accordingly the case was postponed, though no intimation of the postponement was given to this office. The Overseer, then, concluding that the Tahsildar having taken up the matter he should hear nothing further of it took no further steps in the matter. On the 21st March 1870, the Collector wrote to the Superintending Engineer enclosing an arzi from the Tahsildar stating (as shown in paragraph 3 of the Collector's letter) that the plaintiff consented to withdraw the suit on payment of a compensation of Rupees 100. This, the Collector states, concluded the negotiation; but this statement is hardly correct, as the Tahsildar only brought forward the proposal of the plaintiff, which proposal had not received the approval of any member of this department. It is evident that the Superintending Engineer did not consider the negotiation concluded, for in his next letter to the Collector he objected to the terms offered by the plaintiff. The claims of the plaintiff were based on certain measurements of land which did not agree with the measurements given by the Range Officer, and consequently a correspondence then took place with that officer without any knowledge that the case had only been postponed, and with the idea it certainly would not be proceeded with without intimation being given to this office. Before its conclusion Captain Oakes had left the division on leave, and on return from leave was employed on special duty; during this

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time the matter was left in abeyance, and no communication on the subject was received from the Collector. On Captain Oakes' return to the division he wrote to the Collector proposing to pay the sum asked by the plaintiff on certain conditions, and then learned that the case had originally been only postponed for three months and had since been settled in Court.

4. I cannot see that any responsibility for the loss which has occurred rests with the officers of this department. The matter was handed over to the Collector for settlement, and the Tahsildar submitted a proposal on behalf of the plaintiff. This proposal could not be agreed to, and the negotiation therefore remained incomplete. While it remained incomplete it was, I consider, the duty of the Tahsildar, who arranged the first postponement of the suit, to see that it was not taken up without at least notice being given to this department. Had any intimation been received that the case was about to be heard a further postponement would have been applied for at once.

No. 157.

ORDER THEREON, 8th May 1872, No. 1,181.

ESTABLISHMENT, No. 17.

THE Government see no occasion for modifying their Order of 4th March 1872, No. 592. The Acting Superin-

tending Engineer's letter does not in any way alter what was understood to be the facts of the case, namely, that the Tahsildar concluded his part in the negotiation by inducing the plaintiff to consent to withdraw the suit on payment of a compensation of Rupees 100. This offer was communicated by the Collector to the Superintending Engineer on 21st March 1870 and no notice having been taken of it, and no application having been made on behalf of the department for a further postponement of the case, the case was disposed of in Court and judgment given for the plaintiff, who, as might be expected, then declined to abide by the settlement made by the Tahsildar.

(True Extract.)

Colonel, R.E.,

Officiating Secretary to Government.

To the Officiating Superintending Engineer, 6th Division.

Ed. S. T. Augustin.

*Public Works Department
No. 1181.
Proceedings of the Madras Government
Read the following*

*The offg Super Eng^r H.E. No. 1181 of 9th April 1872
6th Div.*

*The Government
see no occasion for mo-
difying their order of 4th
March 1872, No. 592.
The Acting Superintending
Engineer's letter does not in any
way alter what was
understood to be the
facts of the case, namely
that the Tahsildar
concluded his negotiation
by inducing the plaintiff
to consent to withdraw
the suit on payment of
a compensation of Rs 100*

This offer was communi-
-cated by the Collector
to the Super Engineer
on 21st March 1870 and
no notice having been
taken of it, and no
application having been
made on behalf of the
Department for a further
postponement of the case,
the case was disposed
of in Court and judgment
given for the plaintiff,
who, as might be expected,
then declined to abide
by the settlement made
by the Sahibdar.

April 15th

Super Engineer to Secy

10th May 1872

C/o 1879

Code of 1872 Madras

PUBLIC WORKS.

The Offg. Superintending
Engr & Co. (Division)

Dated

Recd.

Encl.

8th May 1879. No. 11817

No. 1568/187

Sub. Copying orders on letter
from the Inspector of Madras
furnishing explanation re-
garding the suit instituted
by Kunyasastry Iyer as
against Overseer Ponnas-
Sawmy Pillay