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

G.O. No.	Press Mis.
Dated	18 7 19

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
4th March 1872.*

No. 68. Read the following Proceedings of the Board of Revenue, dated 6th February 1872, Miscellaneous No. 908 :—

Read the following letter from the Acting Collector of Trichinopoly, to the Secretary to the Board of Revenue, dated Trichinopoly, 18th January 1872, No. 9.

As directed in paragraph 6 of the Order of Government, No. 2,653, dated the 19th October, communicated with the Proceedings of the Board, Miscellaneous No. 3,851, dated the 1st November 1871, I have the honour to transmit the accompanying explanation furnished by the Tahsildar of the Trichinopoly Taluq.

2. I observe from the correspondence on the subject that Captain Oakes, in paragraph 5 of his letter, No. 1,189, dated the 15th January 1870, addressed my predecessor Mr. Banbury to this effect :—“ Will you be good enough to request “ the Tahsildar to endeavour to make an amicable arrangement relative to this “ matter with Rangasamaiengar, and to induce him to withdraw the suit against “ the Overseer.”

3. The Tahsildar, as directed, undertook to negotiate the desired amicable settlement, and suggested to the Overseer the expediency of his applying to the Court for the adjournment of the hearing of the suit. The hearing was accordingly adjourned for three months, commencing from the 23th of January 1870 and ending on the 28th of April of the same year. The Tahsildar concluded the negotiation by inducing the plaintiff to consent to withdraw the suit on payment of a compensation of Rupees 100 in full satisfaction of his claims, and reported the result to my predecessor, Mr. Cadell, on the 10th March 1870.

4. The above result was communicated to Captain Oakes in a letter from this office, dated the 21st March 1870, and a copy of the Tahsildar's arzi was also sent to him. Nearly eleven months after this Captain Oakes replied* to this effect :—“ As

* 7th February 1871.

“ some allowance should be made to the
“ plaintiff on account of the costs of
“ the suit, I have no objection to paying him the sum as settled by the Tahsildar,
“ and to make over to him the old course of the Naut Voikal as soon as a Moochilka
“ has been obtained from him, binding him to the conditions referred to in my
“ letter of the 15th January 1870, No. 1,189. I request therefore that you will be
“ good enough to call upon the Tahsildar to obtain the Moochilka above referred
“ to from the plaintiff, and to let me know when it has been obtained.” The Court
having in the meanwhile delivered its judgment in the case in favour of the
plaintiff, he (plaintiff) declined to abide by the settlement made by the Tahsildar.

5. I do not understand how the Tahsildar is to blame in the matter. He concluded the desired negotiation and reported the result thirty-eight days before the expiration of the three months for which the hearing of the suit was adjourned, and Captain Oakes was clearly in error in stating, in paragraph 1 of his letter embodied in the Government Order under reference, that the negotiation was not concluded within the three months. The result of the negotiation reached Captain Oakes one month before the termination of that period, and if that officer had given prompt

*Proceedings of the Madras Government, Public Works Department,
4th March 1872.*

attention to the subject and remitted the sum, or required anything further to be done, his requisition would have been complied with ; if in so doing any delay was then likely to occur, the Overseer would have been advised to apply for a further postponement of the hearing of the suit. Captain Oakes, however, did nothing of the kind. Nine months after the expiration of the three months' adjournment above adverted to decision was passed, and ten months after that adjournment Captain Oakes expressed his willingness to send the sum, provided the plaintiff executed a certain document.

6. I do not see what prevented Captain Oakes for eleven months from making the proposals set forth in his letter of the 7th February 1871, nor can I understand how the Overseer, who was the defendant in the suit, allowed himself to be altogether unmindful of the progress of the suit brought solely against him. The Tahsildar did in time all that was required by him, the blame therefore rests, in my opinion, wholly with the members of the Department of Public Works.

SUBMITTED to Government with reference to their order quoted by the Collector.
(True Copy and Extract.)

(Signed) J. B. PENNINGTON,
Sub-Secretary.

No. 69. ORDER THEREON, 4th March 1872, No. 592.

ACCOUNT, No. 5.

IN paragraph 6 of their Proceedings, No. 2,653 of the 19th October last, the Government before disposing of the Pillay in satisfaction of the decree passed in connection with the Mailoor Naut Voikal sluice should be refunded by the State, requested the Collector to obtain from the Tahsildar of Trichinopoly a full explanation of his apparent neglect of the public interest in having allowed the case to be disposed of *ex parte* when he was aware of the whole of the circumstances, and had been actually charged with the duty of effecting an amicable settlement of the matter.

2. The Proceedings above recorded contain the reply to this reference; and the Government are satisfied that no blame can be imputed to the Tahsildar, who appears to have done all that was required of him, and to have acted with the utmost promptitude. The failure in effecting an amicable settlement with the plaintiff was doubtless owing to the matter having been lost sight of in the Superintending Engineer's Office. For this delay Overseer Ponnusamy Pillay does not appear to be in any way responsible, although it was his duty to have applied for a further postponement of the case when he was aware that no settlement had been made. His omission to adopt this precaution being attributed more to ignorance than to positive neglect, the Government are unwilling to

*Proceedings of the Madras Government, Public Works Department,
4th March 1872.*

inflict upon the Overseer the heavy penalty which the loss of the sum mentioned in paragraph 1 would entail, and they accordingly direct that the amount (Rupees 173-15-5) shall be refunded to him, and be charged to Contingencies.

(True Extract.)

(Signed) J. CARPENDALE, Colonel, R.E.,

Secretary to Government.

To the Superintending Engineer, 6th Division.
.. Controller of Public Works Accounts.
.. Revenue Department.

Exd. S. T. Augustin.

Miscellaneous N^o 900. Revenue Department

Proceedings of the Board of Revenue

Dated 6th February 1872.

Read the following

N^o 9.

From. W. S. Whitside Esq.
Ag. Collector of Trichinopoly
To James Grose Esq.
Secretary to the Board of Revenue
Madras.

Sir,

As directed in para 6 of the Order of Government N^o 2653 dated the 19th October communicated with the Proceedings of the Board Miscellaneous N^o 3851 dated the 1st November 1871. I have the honor to transmit the accompanying explanation furnished by the Tahsildar of the Trichinopoly Taluk.

2. I observe from the correspondence on the subject that Capt. Pakes in para 5 of his letter N^o 1109 dated the 15th January 1872, addressed my predecessor Mr. Bambery to this effect. "Will you be good enough to request the Tahsildar to endeavour to make an amicable arrangement relative to this matter with Rangasamiengar and to induce him to withdraw the suit against the Overseer."

3. The Tahsildar, as directed, undertook to negotiate

negotiate the desired amicable settlement and suggested to the Overseer the expediency of his applying to the Court for the adjournment of the hearing of the suit. The hearing was accordingly adjourned for three months commencing from the 28th of January 1870 and ending on the 28th of April of the same year. The Tahsildar concluded the negotiation by inducing the Plaintiff to consent to withdraw the suit, on payment of a compensation of Rupees 100. in full satisfaction of his claims, and reported the result to my predecessor Mr. Cadell on the 10th March 1870.

4. The above result was communicated to Capt. Pakes on a letter from this office dated the 21st March 1870, and a copy of the Tahsildar's Arzi was also sent to him. Nearly 11 months after this Captain Pakes replied to this effect: "As some allowance should be made to the Plaintiff on account of the costs of the suit, I have no objection to paying him the sum as settled by the Tahsildar, and to make over to him the old course of the Kaut-Vikal as soon as a Muchilka has been obtained from him binding him to the conditions referred to in my letter of the 15th January 1870 N^o 1189. I request therefore that you will be good enough to call upon the Tahsildar to obtain the Muchilka above referred to from the Plaintiff, and to let me know when it has been obtained." The Court having in the meanwhile

27 February 1871.

meanwhile delivered its judgment in the case in favor of the Plaintiff, he (Plaintiff) declined to abide by the settlement made by the Tahsildar.

5. I do not understand how the Tahsildar is to blame in the matter. He concluded the desired negotiation and reported the result 30 days before the expiration of the 3 months for which the hearing of the suit was adjourned and Captain Pakes was clearly in error in stating in para 1 of his letter embodied in the Government Order under reference, that the negotiation was not concluded within the 3 months. The result of the negotiation reached Captain Pakes one month before the termination of that period, and, if that officer had given prompt attention to the subject and remitted the sum, or required anything further to be done, his requisition would have been complied with; if in so doing any delay was then likely to occur the Overseer would have been advised to apply for a further postponement of the hearing of the suit. Captain Pakes however did nothing of the kind. Nine months after the expiration of the 3 months' adjournment above adverted to, decision was passed, and ten months after that adjournment Captain Pakes expressed his willingness to send the

sum provided the Plaintiff executed a certain document.

b. I do not see what prevented Captain Oakes, for 11 months, from making the proposals set forth in his letter of the 7th February 1871, nor can I understand how the Overseer, who was the Defendant in the suit, allowed himself to be altogether unmindful of the progress of the suit brought solely against him. The Tahsildar did, in time, all that was required by him; the blame therefore rests, in my opinion, wholly with the members of the Department of Public Works

Trichinopoly } I have &c.
Police Office } (signed) W. L. Whitehead
18 January 1872 } By Collector.

Submitted to Government with
reference to their order quoted by the
Collector.

(True Copy & Extract)

J. W. Remington
Sub Secretary

To The Secretary to Government,
Revenue Department.
with 2 Enclosures.

C. W. H. H.
Cop. Draft

Recd 19th Oct/71 No 299-300

P. W. 1872 kept
Proc of Govt of Madras No 589.
Proceedings of the Board of Revenue.

? P. W.

Dated 6 February 1872.

Despatched 7 " "

Recd 9 " "

Submitting explanation
of Tahsildar of Triche
as to why he did
not get hearing of
a suit against P. W. kept
adjourned till an
amicable settlement
was concluded with
the Plaintiff

No 592-4 made 1/72

No 68

621 Feb/72 No 2300

To W. A. Whitehead Esquire
Acting Collector of Trichinopoly

Sir, I beg to acknowledge the receipt of your letter
No 463 forwarding to me a printed copy of the Govern-
ment Proceedings dated 19th October last No 300 and
calling upon me for an explanation as to why I did
not take steps to get the hearing of Rodiyalun (Pungasabai)
Sengar's suit against D. P. M. Overseer Ponnusami Pillai
adjourned till an amicable settlement was concluded
with the Plaintiff in the suit.

In reply I beg to inform you that Mr. Nanting
then the collector directed me by a Sahel No 36 dated
19th January 1870 to negotiate with the Plaintiff Rodiyalun
Pungasabai Sengar in view to having his claims against
the D. P. M. settled amicably. I spoke to Ponnusami
Sengar and he agreed to withdraw the suit provided he
be paid the value of the wild lands put by the D. P. M.
minus the cost of planting and maintaining them, which
was done by the D. P. M. before it was made over to him.
I applied to the Executive Engineer for information respecting
the cost of planting &c. and as he sent in a memo to
the effect that he was unable to furnish the information,
I asked Overseer Ponnusami Pillai to apply for the
provisionment of the hearing of the case some month
and also sent Mr. Sumanth to speak to him personally
to get the time of hearing extended. And he sent word
to me to say that he had already paid the value to

move the Court for the postponement of the case. I reported the matter to the Collector requesting information respecting the estimated cost of planting &c. the wild canes. On the 23rd of February, I received an order in reply from the Collector forwarding to me, a Memo of Cost from the Superintending Engineer. As I then learnt that the case was postponed for 3 months at the instance of Ponnusami Pillai, I spoke to Pungasami Sengas and brought him to terms and made him agree to withdraw the suit on payment of 100 Rs. inclusive of the value of bamboo which he estimated at 50 Rs. and which was omitted altogether in the Superintending Engineer's Memo. I reduced the value of bamboo and wild canes by nearly one fourth of what the Plaintiff had sued for and made him agree to receive 100 Rs. in full satisfaction of all his claims. I then reported the arrangement I made with the Plaintiff in my No. 120 dated 10th March 1870 and requested that the money may be obtained from the Superintending Engineer's Office and sent to me. I received no reply to this and no money was sent to me and I naturally concluded that the terms were not accepted by the Superintending Engineer. In 1871, the Collector sent me an order dated 10th February No. 44. to speak to the Plaintiff to take the 100 Rs. that I settled with him a year ago and withdraw his suit against the S. P. M. and the man refused to take the 100 Rs. and said that he had then a decree in his hand for the full amount sued for, and I at once reported the matter to the Collector. You will thus see that I did what was required of

me 38 days before the 28th of April 1870, the time to which the hearing of the suit was adjourned, and that it was not I that was unmindful of the duty that devolved on me. Now anxious I was to get the matter settled and how much pains I took to bring the man to terms, my previous paper will explain.

It may not be out of place here to mention that when Captain Baker spoke to me personally about this very affair at Dichinpal he also desired me to try and settle another suit filed by me - Marudanayagai Mudali against the S. P. M. Aruras Manikam Pillai in the Muzen Taluk, and which, he said, the Muzen Sahildar was not able to bring to an amicable settlement. I got it all settled within a week and requested Mr. Baubury to write to Captain Baker about it, semi-officially, and arranged for the postponement of the case through the said Aruras Manikam Pillai; the amount was sent to me early in March 1870 and I paid the man, and had the suit withdrawn at once. Enclosed I send copy of Captain Baker's last Memo to me on the subject.

Dichinpal
9th December 1871

I beg to remain,
Sir

Your most obedient servant
(Signed) D. Pattabhiram
Sahildar

(One copy)

Whitfield
Collector.

Enc.

15

With reference to his letter of the 16th
ultimo, the Subildar of Michiohaz is informed
that Mr. Assistant Engineer Fox of the Muron
Range has been instructed to disburse to him
the sum of Rs. 50 to be paid to Maduranoyam
Mudali.

Mudali. The Superintending Engineer is
greatly obliged to Pottabhiram Pillai for the trouble
he has taken in bringing the matter to an amicable
settlement. Yrs. P. C. Pillai. PS

James R. F. Coker. Captain P.E.
Superintending Engineer. 1st Division.

(True copy)

Signed P. Pattabhiram
 Sahasrab.

(Enc. 2/4)

9/4/1
Whitcomb

Ag Collector

Ad. Lu.

in a letter from the
City. Selection of evidence
- jury dated the 18th Jan.
- Aug 1872 1879.

The Secretary of the
 Board of Directors
 of the
 City of New York
 New York
 1892

Copy of Explanation
furnished by the
Governor of the
Commonwealth

Thomas M. Ward / Feb. 1. 1887

Public Works Department

No 592

Proceedings of the Madras Govt

Read the following

Proceedings of the Board
of Revenue

H.C.C. dated 6th Sept 1872

In para 6 of
their Proceedings No
2653 of the 19th October
last, the Government
before disposing of
the question as to whether
the sum of
Rupees 173. 15. 5, paid
by Overseer Pundarany
Mallay in satisfaction
of the decree passed in

S. D. S.

1872

Letter from the collector
of Bellary dated the
18th January 1872 - 1879 - 1872

July 1872 No 271/72

P.R. 689/72

Sanctioned 11/2 & 18/6

Copy of same from
the Sd. Engineer of
the 6 Division dated
the 3 March 1870 - 1872

in connection with the
Mailbox Naut Vokal
Shiva should be refunded
by the State, requested
the Collector to obtain
from the Tahsildar of
Trichinopoly a full expla-
nation of his apparent
neglect of the public
interest in having al-
lowed the case to be
disposed of Ex parte
when he was aware
of the whole of the cir-
cumstances and had
been actually charged
with the duty of effecting
an

an amicable settlement
of the matter.

The Proceedings
above recorded contain
the reply to this reference
and the Government
are satisfied that no
blame can be imput-
ed to the Tahsildar
who appears to have
done all that was
required of him and
to have acted with the
utmost promptitude.
The failure in effecting
an amicable settlement
with the Plaintiff
was

was doubtless owing to
the matter having been
lost sight of in the
Superintending Engineer's
Office. For this delay
Overseer Ponnasamy Pillay
does not appear to be
in any way responsible
although it was his
duty to have applied
for a further postponement
of the case when he
was aware that no
settlement had been made.

This omission to adopt
this precaution being
attributed more to
ignorance

ignorance than to posi-
tive neglect. The
Government are un-
willing to inflict
upon the Overseer
the heavy penalty which
the loss of the sum
mentioned in para 1,
would entail, and they
accordingly direct that
the amount (Rs. 173.5-5)
shall be refunded to
him and be charged
to Profit and Loss.

46
6 S. Engr 6th Dec ✓
5- Contd. ✓
24 Rev. Secy ✓
Sd. Secy 6/3/12. Despatch 5/3/12

19th Dec

189

Govt. of Madras.
PUBLIC WORKS.

To The Superintending Engineer
6th Division

Date

Recd.

Vol. 2

104th March 1892 No. 592.

No. 68869

Ref. & Lf. The sum of
Rs. 173-15-5 paid by Anceer
Bannanay Pillay, Tri.
Chinopoly, in satisfaction of
the decree passed in connection
with the similar land with
the order of the written
order of Ref. & Lf.