M.R.O. 1—10,006—23-2-50.

(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. 2800	Press
~~B.P. No.~~ 265 & 266	~~Mis.~~
Dated 9-11-1873	~~195~~ .

Not to be folded or roughly handled

No. 265. Read the following letter from J. W. RUNDALL, Esq., District Engineer, Tinnevelly, to Lieutenant-Colonel J. MULLINS, R.E., Chief Engineer for Irrigation and Joint Secretary to Government, Public Works Department, dated Camp at Tuticorin, 30th September 1873, No. 88:—

WITH reference to the 4th paragraph of G. O., No. 2,259, of the 13th September 1873, regarding late Contractor Ragavacharry's claims for the Striviguntum Anicut Works, I have the honour to state that the Agreement of the 5th August 1871 was printed with G. O., of the 11th September 1871, No. 2,312.

2. The item of Rupees 891-0-7 is not specifically mentioned in the Agreement, but is one of the corrections made in the bills, *vide* paragraph 12, and also one of those "small claims" referred to in paragraph 5 of Colonel Roberts' letter of the 12th August, printed with the above Government Order. I do not think that Colonel Roberts' intention was, or that Mr. Prince, the Contractor's Agent, understood that these amounts were to be open to subsequent correction. Colonel Roberts' idea was, I believe, (*vide* his paragraph 5) to compromise the small disputed sums. I therefore think that this sum should be added to the amount due to the Contractor, bringing up the total to Rupees 15,883-7-8.

3. With regard to the first part of paragraph 4 of the Government Order under reply, I would beg to observe that I have endeavoured in every case to make all reports on the matter of Ragavacharry's claims as clear as possible. Owing to the complicated nature of the subject, and to the fact that two officers besides myself (Colonel Roberts and Lieutenant Shepherd) have made reports on it which, in some cases, are slightly inaccurate, it has happened that I have not been able to make the subject as clear to the Government as I should wish.

4. I have heard nothing from Ragavacharry with regard to the settlement of these claims; he is in the district engaged in settling with or suing his sub-contractors. He has applied in writing for payment for the emergent works, and I directed him to proceed to my office, sign the bills which are there awaiting his signature, and on his presenting a receipt in full of all demands on this account I will pay him.

No. 266. ORDER THEREON, 19th November 1873, No. 2,800.

IRRIGATION, No. 11.

Proceedings, Madras Government, 11th September 1871, No. 2,312.

THE Government observe that paragraphs 10 and 12 of the Agreement, dated 5th August 1871, refer to works on which the allowance, then made to the Contractor of the Striviguntum Anicut Project for work done, was to be subject to modification if, on the requisite measurements being taken, it was found that this allowance, or approximate value, was incorrect. It would be perfectly equitable therefore to deduct the amounts allowed in excess on the south channel and on the Keelavoycal, which together make up the sum of Rupees 891-0-7, but as it is possible that the differences may be covered by the arrangements noticed in paragraph 5 of the Superintending Engineer's letter, printed in

Paragraph 6 of District Engineer's letter, G. O., 13th September 1873, No. 2,259.

Proceedings of the Madras Government, Public Works Department, 19th November 1873.

Government Order, 11th September 1871, No. 2,312, the District Engineer, Tinnevelly, is authorized to add the above sum to the amount, Rupees 14,992-7-1, previously reported as representing the late Contractor's admitted claims, and the total will then be Rupees 15,883-7-8.

G. O., 1,525A, 9th June 1873.

2. It must be remarked that the records with the District Engineer should show what are the particular works referred to in paragraphs 10 and 12 of the Agreement of the 5th August 1871, as also those which have been disposed of by the arrangements made by Colonel Roberts with Mr. Prince on behalf of the late Contractor, as reported in paragraph 5 of the Superintending Engineer's letter above mentioned; if Mr. Rundall cannot himself trace the items he should lose no time in communicating with Colonel Roberts on the subject.

No. 88. District Engr's Office, Tinnevelly.
Camp Tuticorin. 30th September 1873.

From, J. W. Rundall Esquire
District Engineer
Tinnevelly

To, Lieut: Colonel J. Mullins. R. E.
Chief Engineer for Irrigation and
Joint Secretary to Government P. W. D.

Sir,

With reference to the 11th para of G. O. No. 2259 of the 13th September 1873 regarding late Contractor Ragavachary's claims for the Stone Irrigation and Anicut Works, I have the honor to state that the agreement of the 5th August 1871, was printed with G. O. of the 11th September 1871 No. 2,312.

2. The item of Rs. 891.0.7 is not specifically mentioned in the agreement, but is one of the corrections made in the bills vide para 12, and also one of those "small claims" referred to in para 5 of Coll. Roberts letter of the 12th August printed with the above G. O. I do not think that Coll. Roberts intention was, or that Mr. Prince, the Contractor's Agent understood, that these amounts were to be open to subsequent corrections. Coll Roberts' idea was I believe, (vide his para 5) to compromise the small disputed sums. I therefore think that this sum should be added to the amount due to the Contractor, bringing up the total to Rs. 15,883.7.8.

3. With regard to the first part of para 4 of the G. O. under reply, I would beg to observe that I have endeavoured in every case to make all reports on the matter of

Ragavachary's claims as clear as possible. Owing to the complicated nature of the subject, and to the fact that two Officers besides myself (Coll. Roberts and Lieut: Shepherd) have made reports on it which, in some cases, are slightly inaccurate, it has happened that I have not been able to make the subject as clear to the Government as I should wish.

4. I have heard nothing from Ragavachary with regard to the settlement of these claims; he is in the District, engaged in settling with or suing his Sub Contractors. He has applied in writing for payment for the emergent works and I directed him to proceed to my Office, sign the Bills which are there awaiting his signature, and on his presenting a receipt in full of all demands on this account, I will pay him.

I have the honor to be
Sir
Your most Obd. Servt.

[signature]
District Engineer

No 2800 Rd.

Prov: of the Madras Govt.

Read the following:-

from the Collr., Tinnevelly (Rt. No. 88 of 30 Sept/73)

The Government observe that paras 10 and 12 of the agreement, dated 5th August 1871, refer to works on which the allowance, then made to the Contractor of the Srivaigun-tum Anicut project for work done, was to be subject to modification if, on the requisite measurements being taken, it was found that this allowance, or approximate value, was incorrect - It would be perfectly equitable therefore to deduct the amounts allowed in excess on the South channel and on the Keelavoycal, which together make up the sum of Rupees 891-0-7, but, as it is possible that the differences may be covered by the arrangements noticed

G.O. No. 4. 11th September 1871. No. 2312.

para 6 of Collr. Tinnevelly's letter to G.O. 13th September 1873 No. 2259.

The Collr. Tinnevelly

The Chief Engineer for Irrigation & Joint Secy. to Govt. P.W.D.

Dated 30 Sept. 1873

Rec'd 6th Oct. 1873

Reed. 30 Oct. 1873

Reports further on Late Contractor Rajah Charry's claims on Srivaigunthum Anicut Works.

No 265

Dd 13-11-73

Sent to Govt 31st Oct/73

No. 2800 - 19 Nov

G.O. 1525A - 9th June 1873.

noticed in para 5 of the Superintending Engineer's letter, granted in Government Order 11th September 1871, No. 2312, the District Engineer Tinnevelly is authorized to add the above sum to the amount, Rupees 14992-7-1, previously reported as representing the late Contractor's admitted claims, and the total will then be Rupees 15,883-7-8.

2. It must be remarked that the records with the District Engineer should show what are the particular works referred to in paras 10 and 12 of the agreement of the 5th August 1871, as also those which have been disposed of by the arrangements made by Colonel Roberts with Mr. Prince on behalf of the late Contractor as reported in para 5 of the Superintending Engineer's letter above mentioned. If Mr. Rundall cannot himself trace the items, he should lose no time in communicating with Colonel Roberts on the subject.

Mad. 17/10/73

Dist. Engr. Tinnevelly
— " — Madura
Chief Engr. for Irrigation
Carnatic

Desps with S.C.
25/10/73

No 5907

Govt. of {1873} Madras.

PUBLIC WORKS.

To The District Engr
Tinnevelly

Dated

Recd. Encl.

G O. 19 Nov. No. 2800.

Nos. 265 & 266

Srivaigintam Anicut

Project. Papers & orders
on letter from the Dist Engr
Tinnevelly reporting further
on the claim of the
Contractor Nagara-
charry in connection
with work ~~carried~~
~~on~~ carried out to
the Project