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MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No.	514	Press Mis.
373,374,		
Dated	17.2.	1873.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
17th February 1873.*

No. 373. Read the following letter from the District Engineer, Nellore, to the Secretary to Government, Public Works Department, dated Camp at Sarvapally, 9th January 1873, No. 3:—

ADVERTING to the petition addressed to the Governor in Council by Contractor Vellore Rungaswamy Moodelliar, I have the honour to submit the following particulars for the information of Government.

2. The bond and specification referred to in paragraph 1 of the petitioner's memorial accompany this communication, and fully explain the terms agreed to by the contractor and Major Clay, the then Executive Officer. The Bond, it will be observed, is also signed by Colonel Moberly, the Superintending Engineer of the Division, at the time it was executed.

3. All appears to have gone on satisfactorily until January 1870, when, in consequence of financial difficulties, the building of the Kalinganuddy Bridge was suddenly stopped, and that work had to remain in abeyance for about two years. In January 1872 funds were available and the petitioner was invited to resume active operations at the Kalinganuddy Bridge, but this he declined to do except under conditions which the Range Officer could not agree to, and other arrangements had necessarily to be made for the re-commencement of that work.

4. The petitioner is undoubtedly entitled to a fair amount of compensation, but the exact sum to be paid to him is rather difficult to determine, as a large proportion of the materials have been lost partly through neglect on his part.

5. Taking into consideration the somewhat doubtful meaning of paragraph 15 of the specification, I think the petitioner should, under the circumstances, be paid for the materials found and measured by Mr. Assistant Engineer Lyon, although they are not forthcoming now, and, in addition to the value of these, I consider Rupees 1,000 should be paid to him as compensation for advances made to workmen, which could not be worked out or recovered, owing to the sudden stoppage of work in January 1870.

6. According to the Range Officer's Bill* (copy enclosed,) the value of the materials is stated to be Rupees 1,733, or Rupees 400-8-5 less than the amount given in Mr. Lyon's letter,† which is herewith submitted for perusal and consideration.

* Dated 7th June 1871.

† No. A, dated 2nd January 1873.

7. Major Clay has omitted the items marginally noted from the bill prepared in the Range Office, but, in my opinion, the petitioner should be allowed the value of the first item, and, if Government concur in this view, the total sum to be paid to the late contractor on

account of the Kalinganuddy Bridge would be Rupees 2,844-11-9, as annexed.

	RS.	A.	P.
Value of limestone	111	14	9
Value of materials supplied by the department	268	9	8
General compensation	1,000	0	0
Cost of temporary bunds	265	0	0
For 30,000 bricks	165	0	0

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17th February 1873.*

	RS.	A.	P.
For 300 loads of firewood ...	600	0	0
.. 19 candies of charcoal...	133	0	0
.. 56 trees ...	70	0	0
.. Limestone ...	111	14	9
.. Timber, buckets, etc. ...	500	0	0

2,814 14 9

8. From paragraphs 12 and 13 of Mr. Lyon's letter,* it will be seen the petitioner's claims, as set forth in paragraph 5 of his memorial, are incorrect; if he is entitled to compensation for the materials supplied for the Sooloorpet and Vencatagherry Cutcheries, the amount to be paid is Rupees 78 only.
9. The return of the following documents is solicited when no longer required by Government:—
Contract Bond.
Specification referred to in Contract Bond.
Mr. Assistant Engineer Lyon's letters, Nos. A and B, dated 2nd January 1873.
10. The petitioner's memorial is herewith returned.

No. 374. ORDER THEREON, 17th February 1873, No. 514.

ESTABLISHMENT, No. 29.

As it appears that a claim for Rupees 3,970 (corrected to Rupees 4,015) for the value of the materials collected for the construction of the Kalinganuddy Bridge in the Nellore District, the works of which were suspended in January 1870, was addressed by the Contractor in February 1871 to the Executive Officer under whom he had worked, and to the Superintending Engineer early in the following month.

That in April 1871, the said Executive Officer met the Contractor at the work to examine into his claim, and reported to the Range Officer in May 1871 that the value of the materials collected was Rupees 1,733, and that compensation for advances to the amount of Rupees 1,000 should be paid in addition.

That in July 1871, the Contractor again preferred his claim to the Superintending Engineer through the Range Officer, adding to it Rupees 2,500 as compensation for advances actually made; repeating such applications in October and November 1871.

That subsequent correspondence relating to resumption of work by the Contractor at the bridge, ended in March 1872 in repudiation of all his claim but Rupees 245, payment of which in April was offered.

That no notice was taken of an application for redress made to the Superintending Engineer in April 1872, but that in July and October he was informed that it was that officer's intention to address the Government on the subject of his claims.

That no such representation was ever made to Government till elicited by their reference on this petition.

His Excellency the Governor in Council resolves to order payment to the petitioner, through the Presidency District Engineer, of the sum at which his claim

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17th February 1873.*

for materials and compensation were assessed by the Executive Officer in May 1871, together with the sum of Rupees 111-14-9 now added to it by the District Engineer of Nellore, and Rupees 78 for materials supplied to Cutcheries. To which will be added simple interest at 10 per cent. for eighteen months, making a total of Rupees 3,361-5-9. A receipt in full of all demands, as against Government, will be taken from the Contractor on payment of the above sum, provision of which will be made in the Financial Department. But the Contractor will be at liberty to prosecute any further claims that he may consider tenable against the individual officers with whom he had to deal, and whom the Government will not relieve of any further pecuniary responsibility.

2. The above Proceedings will be circulated to all District Engineers and Range Officers for information, with the intimation that the Government will hold them personally liable in future for such demands, on account of contracts, as they may be shown to have failed to meet by fair investigation and full and speedy report to Government, with a view to their equitable and early settlement.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineers, Nellore and Presidency.
To all other District Engineers.
To the Controller of Public Works Accounts.
.. Financial Department.

Exd. S. T. Austin.

No. 3

District Engineers Office,
Camp. Sarnully,
9th January 1873.

From,

The District Engineer,
Mere.

To,

Colonel G. W. Walker R.E.
Secretary to Government,
P. W. D.

Sir,

Adverting to the Petition addressed to the Governor in Council by Contractor Vellore Rangaswamy Mudaliar, I have the honor to submit the following particulars for the information of Government.

2. The Bond and Specification referred to, in Paragraph 1 of the Petitioner's Memorial, accompany this communication and fully explain the terms agreed to by the Contractor and Major Clay, the then Executive Officer. The Bond, it will be observed, is also signed by Colonel Moberly, the Superintending Engineer, of the Division, at the time it was executed.

3. It appears to have given satisfaction until January 1870, when, in consequence of financial difficulties, the building of the Kalingamuddy Bridge, was suddenly stopped, and that work had to remain in abeyance for about 2 years. In January 1872 funds were available and the Petitioner was invited to resume active operations at the Kalingamuddy Bridge, but this he declined to do, except under conditions which the Range Officer could not agree to, and other arrangements had, necessarily, to be made for the recommencement of that work.

4. The Petitioner is undoubtedly entitled to a fair amount of compensation, but the exact sum to be paid to him is rather difficult to determine, as a large proportion of the materials have been lost partly through neglect on his part.

5. Taking into consideration the somewhat doubtful meaning of Paragraph 18 of the Specification, I think the Petitioner should, under the circumstances, be paid for

Dated 7th June 1871.
 And dated 2nd January 1873.

Rs. a. p.
 111 - 14 - 9
 Value of Limestone
 Value of Materials
 Supplied by the Department. 288-9-8

the materials found and measured by Mr. Assistant Engineer Lyon, although they are not forthcoming now and in addition to the value of these, I consider, Rs. 1000 should be paid to him as compensation for advances made to workmen, which could not be worked out or recovered, owing to the sudden stoppage of work in January 1870.

6. According to the Range Officer's Bill (copy enclosed) the value of the materials is stated to be Rs. 1733, 08 ^{Rs. 400-8-5} less than the amount given in Lyon's letter, which is herewith submitted for perusal and consideration.

7. Major Clay has omitted the items marginally noted, from the Bill prepared in the Range Office, but in my opinion, the Petitioner should be allowed the value of the first item, and if Government concur in this view, the total sum to be paid to the late Contractor, on account of the Kalingamuddy Bridge, would be Rs. 2844-11-9 as annexed.

General Compensation	Rs. 1000-0-0
Cost of Temporary Bonds	265-0-0
For 30000 bricks	165-0-0
For 300 loads of Firewood	600-0-0
For 19 Caudies of Charcoal	153-0-0
For 56 Trees	70-0-0
For Limestone	111-14-9
For Timber, Buckets, etc.	502-0-0
	<u>2844-14-9</u>

8. From paragraphs 12 and 13 of Mr. Lyons' letter, it will be seen the Petitioner's claims, as set forth in paragraph 5 of his Memorial, are incorrect. If he is entitled to compensation for the materials supplied for the Lookloopt and Tuckatogherry Raches, the amount to be paid is Rs. 78 only.

9. The return of the following documents is solicited when no longer required by Government.

Order, dated 2 January 1873.

Contract Bond.
Specification referred to in Contract Bond.
Mr. Assistant Engineer Lyons' Letter No. 1 dated 2 January 1873.

10. The Petitioner's Memorial is herewith returned.

I have the honor to be,
Sir,

Your most obedient servant.

G. M. T.
District Engineer.

This is a true and correct copy of the Petitioner's claim distributed in letter of 21 March 1873.

Mr. Lyons' list of materials submitted on 7th June 1873.

General Compensation	Rs. 1000-0-0
Cost of Temporary Bonds	265-0-0
For 30000 bricks	165-0-0
For 300 loads of Firewood	600-0-0
For 19 Caudies of Charcoal	153-0-0
For 56 Trees	70-0-0
For Limestone	111-14-9
For Timber, Buckets, etc.	502-0-0
	<u>2844-14-9</u>

8. From paragraphs 12 and 13 of Mr. Lyons' letter, it will be seen the Petitioner's claims, as set forth in paragraph 5 of his Memorial, are incorrect. If he is entitled to compensation for the materials supplied for the Lookloopt and Tuckatogherry Raches, the amount to be paid is Rs. 78 only.

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Order, dated 2 January 1873.

Contract Bond.
Specification referred to in Contract Bond.
Mr. Assistant Engineer Lyons' Letter No. 1 dated 2 January 1873.

10. The Petitioner's Memorial is herewith returned.

I have the honor to be,
Sir,

Your most obedient servant.

G. M. T.
District Engineer.

This is a true and correct copy of the Petitioner's claim distributed in letter of 21 March 1873.

Mr. Lyons' list of materials submitted on 7th June 1873.

P. I. D.
 No 514
 Proceeding of the Madras Govt.
 Resd. the following

From

The S^t Engineer
 Nellore } (H. E. No 3796 Jan 1/73)

Resd. in this

As it appears
 that a claim for Rs 3970
 (corrected to Rs 4015) for
 the value of the materials
 collected for the construc-
 tion of the Kalinga-
 muddy Bridge in the
 Nellore District, the
 works of which were
 suspended in January
 1870

P. I. D. 1873
 From the District Engineer,
 Nellore.

Resd. in this

The Secretary to Govt.,
 Madras.

20th Dec.

Dated, 9th January 1873

Resd. in this

Received 14

20th Dec.

The Secretary to Govt.,
 Madras.

The District Engineer,
 Nellore.

The District Engineer,
 Nellore.

The District Engineer,
 Nellore.

The District Engineer,
 Nellore.

The District Engineer,
 Nellore.

No 373

622/1873 A. 274

1870, was addressed by
the Contractor in February
1871 to the Executive Officer
under whom he had
worked, and to the Super-
intending Engineer
early in the following
month.

That in April
1871, the said Executive
Officer met the Contractor
at the work to examine
into his claim, and re-
ported to the Range Officer
in May 1871 that the
value of the materials
collected was Rupees 1733,
and that compensation
for advances to the amount
of Rupees 1000 should be
paid

paid in addition.

That in July
1871, the Contractor again
preferred his claim
to the Supy Engineer
through the Range Officer
adding to it Rs. 2500
as compensation for
advances actually made,
repeating such applica-
tions in October and
November 1871

That subsequent
correspondence relating
to resumption of work
by the Contractor at
the Bridge, ended in
March 1872 in satisfac-
tion of all his claim
but Rupees 245, payment
of

of which in April was offered.

That no notice was taken of an application for redress made to the Supy Engineer in April 1872, but that in July and October he was informed that it was that Officer's intention to address the Government on the subject of his claims.

That no such representation was ever made to Government till elicited by their reference on this petition.

His Excellency the Governor in Council resolves to order payment to

150.6
to the petitioner through the Presidency District Engineer of the sum at which his claim for materials and Compensation were assessed by the Executive Officer in May 1871, together with the sum of Rs. 11.10.9 now added to it by the District Engineer of Allow, and Rs. 78 for materials supplied to Cutcherry. To which will be added simple interest at 10 per Cent for 18 months, making a total of Rupees 3361. 5-9-4. A receipt in full of all demands.

It will be deposited before him 12 percent. It is however not likely that he will bring a suit in which case he will probably get 10 larger sum. He only wants 8. or 10. or 15.

demands, as against
Government will be taken
from the Contractor in
payment of the above
sum, provision of which
will be made in the
Financial Department.
But the Contractor will
have liberty to prosecute
any further claims that
he may consider tenable,
against the individual
Officers with whom he
had to deal, and whom
the Govt. will not relieve
of any further pecuniary
responsibility.

The above proceed-
ings will be circulated
to all District Engineers
and

and Range Officers for
information, with the
intimation that the
Government will hold
them personally liable
in future for such
demands, on accounts
of Contracts, as they
may be shown to have
failed to meet by fair
investigation and full
and speedy report to
Government, with a
view to their equitable
and early settlement.

G.M.W.

180
28

To The D^r Engrs. Ahmednagar,
All other D^r Engrs.
Controller
Finl. Dept.

Desp. 240/23.

Adm. Secy. to Govt.
Secy. to the Govt. (Genl. Secy. to Govt.)
18/12/23

I have been thinking of
 writing to you for some time
 but have been so busy that I
 could not find time. I am
 now at home and will be
 able to write to you more
 frequently. I am well and
 hope you are the same. I
 am very much interested in
 the progress of the war and
 hope it will soon be over.
 I am very much interested in
 the progress of the war and
 hope it will soon be over.

Care

I am very much interested in
 the progress of the war and
 hope it will soon be over.

I am very much interested in
 the progress of the war and
 hope it will soon be over.

Op. 226

Govt. of 1873 Madras.

PUBLIC WORKS.

To The District Engineer
Bellary District

Dated

Recd.

Encl.

G. O. 17 Feb. 1874.

No. 37312/4

Kalinjanddy Bridge.

Bellary District. Paping

orders on the claim re-
ferred by Contractor

Rangaswamy Rao for
for value of materials

collected for the construction

of the Kalinjanddy
Bridge.

Received 22/2/74

By the District Engineer
Bellary District
G. O. 17 Feb. 1874