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## MADRAS RECORD OFFICE

Government of Madras

*Public Works*

DEPARTMENT

|          |      |       |
|----------|------|-------|
| G.O. No. | 1296 | Press |
| B.P. No. |      | Mis.  |
| Dated    | 7-5  | 195   |

Not to be folded or roughly handled

No. 153. Read the following letter from Major J. O. HASTED, R.E., Superintending Engineer, 1st Division, Kistna, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Camp at Bezorah, 13th April 1875, No. 5:—

I HAVE the honor to request the sanction of Government to the Officer in charge

|                               |    |                                                                                                                     |
|-------------------------------|----|---------------------------------------------------------------------------------------------------------------------|
| Range Officer's letter ... .. | 1  | No. 1 Range prosecuting certain individuals                                                                         |
| A to Q. ... ..                | 17 | named M. Ramanujarow, P. Hanumantarow, P. Wommamaheswerrow, and P. Tirumulrow, for breach of contract in failing to |
| A. I. ... ..                  | 1  | pay the sums offered by them for the right                                                                          |
| Telugu puttahs ... ..         | 2  | of grazing cattle on certain lunkas in the                                                                          |
|                               | 21 | delta, although they enjoyed that right undisturbed for the period agreed upon.                                     |

2. The facts of the case are as follow:— The officer in charge of No. 1 Range, Mr. W. R. Norris, Assistant Engineer, put up to auction, according to the custom then existing, the right of grazing cattle on the channel lunkas in the range from July 1872 to end of June 1873, which fell to M. Ramanujarow for Rupees 2,089-4-9 and P. Hanumantarow for Rupees 2,167-3-0, and from July 1873 to end of June 1874 to P. Wommamaheswerrow for Rupees 2,140, and P. Tirumulrow for Rupees 2,120. Puttahs were granted to them by the Range Officer, and the Tahsildar was called upon

as usual to collect the sums due. M. Ramanujarow paid up Rupees 300, P. Hanumantarow Rupees 1,400-13-11, and P. Wommamaheswerrow Rupees 800; having then apparently learnt that the money could not legally be collected from them by the Tahsildar, they stopped payments, making various excuses, the chief of which was that they had sustained losses by floods, &c., and that some remission should be granted them and that the payments should be made by instalments.

3. The matter was delayed by these means till last August (Mr. Norris having been on leave part of the time), and being then brought to my notice I called for all papers connected with the subject that I might see what case there was against the defaulters, and on receipt of them I consulted the Collector, who informed me that he thought the only alternative left was to have recourse to a civil action against the renters.

4. The petitions submitted at various times by the Contractors seem to me clearly to admit their contracts, and Mr. Norris informs me he is able to bring forward witnesses to prove the terms of the contracts, and also to prove that the Contractors sublet the lunkas; their claims to remission were met and decided by Mr. Norris; in one case a certain addition to the lunkas put up at the auction was made in consideration of damage sustained, the other was refused as inadmissible.

5. The amount still outstanding for the year as due from Contractors for grazing is Rupees 6,015-9-10; those Contractors mentioned above are the principal defaulters, and unless we can recover from them through the Civil Court there is no hope of receiving any part of it. The system of renting out lunkas has been altered under directions given by the Chief Engineer for Irrigation, so that a similar case cannot occur now.

|                                        |       |    |    |                                            |
|----------------------------------------|-------|----|----|--------------------------------------------|
|                                        | RS.   | A. | P. |                                            |
| M. Ramanujarow for 1872-73 ... ..      | 1,789 | 4  | 9  | Total still to be recovered ... 6,015 9 10 |
| P. Hanumantarow for do. ... ..         | 766   | 5  | 1  |                                            |
| P. Wommamaheswerrow for 1873-74 ... .. | 1,340 | 0  | 0  |                                            |
| P. Tirumulrow for 1873-74 ... ..       | 2,120 | 0  | 0  |                                            |

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7th May 1875.*

6. Lest there should be any necessity for the documents relating to the case being examined, I enclose copy of letter from the officer in charge No. 1 Range together with enclosures, which I have the honor to request may be returned to me.

From W. R. NORRIS, Esq., C.E., Assistant Engineer, Kistna District, to Major J. O. HASTED, R.E., Superintending Engineer, 1st Division, Kistna, dated Duggeralah, 16th December 1874, No. 136.

With reference to your No. 873, of 25th August, and in continuation of my No. 78, of 14th

|        |     |     |     |     |    |
|--------|-----|-----|-----|-----|----|
| A to Q | ... | ... | ... | ... | 17 |
| AL     | ... | ... | ... | ... | 18 |

August 1874, I have the honor to submit, for your perusal, certain petitions received from the grass renters and others concerned, together with correspondence from my office, by which I

would establish a claim on behalf of Government for Rupees 1,340, 2,120, and 1,789-4-9 against P. Wommamaheswerrow, P. Tirumulrow, and M. Ramanujarow, respectively. Regarding

\* Mentioned in my letter of 14th August.

claims for smaller sums against other renters, should a precedent be established in my favor in

the above cases the other amounts will easily be recovered.

2. The correspondence throughout has been translated into English, and is lettered from A to O for easy reference.

3. No. A is an Urzee from the Guntoor Tahsildar, informing me that M. Ramanujarow, against whom a claim for Rupees 2,089-4-9 was made, had paid Rupees 300. The remainder he refuses to pay till certain claims for remissions are admitted by me. I declined to admit his claims as being unreasonable and invalid, and thus the remainder due Rupees 1,789-4-9 is to be paid. No. AI is a petition from Ramanujarow praying for deductions according to certain measurements then forwarded. In lieu of any deductions which would entail fresh measurements I permitted him to the enjoyment of the two side channel lunkas as also those of the high level canal taking off at about the 7th mile of the main canal. No. B is my letter to the Tahsildar informing him of the above reasons as stated in last paragraph, and requesting him to press the demand heretofore sent to him. It will thus be seen that Ramanujarow has no strength whatever to support his claim for remission.

4. No. C, dated 10th November 1873, is from me to Wommamaheswerrow, renter of Western Bank Channel grazing, informing him that if he did not pay his instalments as he agreed to do at the time of auction, the lunkas would be resold and the cost recovered from him. I can bring forward several witnesses as to the terms on which this man took the grazing of Western Bank Channel, so if he raises any arguments as to terms I am ready to meet him on any one of them.

5. No. D is a copy of the above to P. Tirumulrow, the renter of Nizampatam Canal grazing, for a requisition of Rs. 2,120. I would here remark that both parties mentioned in paragraphs 4 and 5 agreed, without any reserve and any special terms as to remission, to take the respective grazings of Western Bank Channel and Nizampatam Canal for Rupees 2,140 and 2,120.

6. No. E is from Tirumulrow to Mr. Carlier, just after the latter took charge of this range from me in November last. In this he admits that he owes the amount, but begs to be allowed to pay the instalments in January, February, March and April, as is done in the Revenue Department. He then states his expenditure on conservancy of the said grazing, and puts forth false claims for remission. I can prove from the ryots themselves that Tirumulrow recovered large sums from them, and charged heavily per acre for the lunkas let out. This also I can prove in the cases of Ramanujarow, Wommamaheswerrow, and Hanumantarow.

7. No. F from Mr. Carlier to Guntoor Tahsildar reminding him of my letter, No. 25, of the 3rd October 1873, and asking whether any of the amount had been collected from Ramanujarow, and if not that it should be done without delay.

8. Nos. G and H to Wommamaheswerrow and Tirumulrow, respectively, just after my return from privilege leave, when I found neither had paid up even one instalment, reminding them of

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7th May 1875.*

the terms of the action, and sending a peon to collect the money, which if not paid I threatened them with the law as being my only resource.

9. Nos. I and J to the above parties again, dated April 17th, 1874, directing them to attend in person on 30th April, when any objections they had to make would be heard and their dues finally settled; neither of them paid the slightest attention to any of the above orders.

10. No. K to Tirumulrow, when I found no notice was taken by him, dated April 23rd, 1874, telling him legal steps would be taken, and advising him not to make any further delay but to pay up forthwith.

11. Nos. L and M. The latter from Tirumulrow, reply to No. K from me, saying that as he had met with several reverses he would beg for a longer time to pay up, viz., till 8th May, when he would settle all claims, and attend in person. No. L is an answer to this from me saying no further time can be allowed him, and legal steps will be taken at once if he does not pay up forthwith.

12. No. N from Tirumulrow, dated 9th May, in which he seems troubled both in mind and body and begs for humane consideration on my part to save him from the "precipice" from which he is about to fall unable to support his "simple dignity." This petition speaks for itself, and I will say no more of it.

13. No. O from Hanumantarow complaining of a demand having been served on him, and requests for remissions as promised by Mr. Carlier. This man was directed to come to the Range Officer and represent his grievances, and he would settle such remissions to him as he deemed just, after which if he was not satisfied he could sue for recovery of such sums as he wished in a Civil Court.

14. With regard to this petition No. O, Mr. Carlier was instructed by me to have such places measured in detail as could fairly be deducted from the Contractor's lease. This he had done, and from his endorsement, No. P, it would appear that 41 acres 9 cents., being of a value of Rupees 100-13-11, were agreed upon to be deducted. Hanumantarow says no more, and Mr. Carlier in No. Q writes to him to pay up forthwith. No notice is taken till I serve a demand for the amount, and then the Contractor threatens me with the Civil Court.

15. To sum up, I think that all the Contractors named in this letter are guilty of gross dishonesty, with intent to defraud Government, especially M. Ramanujarow, who is accustomed to hear defences right or wrong, being as he is a writer or subordinate in the Guntoor Civil Court, and P. Hanumantarow, who as the son of a Tahsildar possesses his money and professes his knowledge of law. The last man, Tirumulrow, is inoffensive, and not having threatened to do wrong as the others have done may be more leniently dealt with.

No. 154. ORDER THEREON, 7th May 1875, No. 1,296.

ESTABLISHMENT, No. 16-A.

The Government sanction the institution of suits for the recovery of the rents due for cattle grazing on the canals

of the Kistna Delta, care being taken that the sums claimed are such as can be clearly shown to be due.

(True Extract.)

Lieut.-Colonel, R.E.,

Officiating Secretary to Government.

To the Superintending Engineer, Kistna.

.. Controller of Public Works Accounts.

Exd. S. T. Austin.

Spare Copies

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*Proceedings of the Madras Government, Public Works Department,  
21st May 1875.*

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tioned for entry in the Budget of 1876-77 under Agricultural, Ordinary, Navigation,  
Kistna, Western Delta.

(True Extract.)

Major, R.E.,  
*Offg. Joint Secretary to Government.*

To the Superintending Engineer, Kistna.

„ Chief Engineer for Irrigation.

„ Revenue Department.

„ Controller of Public Works Accounts.

Exd. S. T. Austin.

Spare Copies

P. B. Lepp  
Secy. of the Madras Government

Read the following:

From the Suptg. Engineer Kistna (H.L. No. 5 of 13 April 75)

G.O. No. 1296 of 7th May 75

The Government  
sanction the institution  
of suits for the recovery  
of the rents due for cattle  
grazing on the Canals  
of the Kistna Delta,  
care being taken that  
the sums claimed are  
such as can be clearly  
shown to be due.

27/4/75

Suptg. Engineer Kistna with 133 memo  
And Mr. Wolfe  
Chiefly for Suptg. Engrs.  
S. C. Decd 20-5-75  
26-5-75

M.W.

2584/4

2584

2584 ✓  
Govt. of Madras.  
PUBLIC WORKS.

To *Madrasgo.*

Dated *Rishta*

Recd. *Encl.*

G. O. *May* 875. No. 1296

Nos. 153-154

*Rents due for cattle grazing  
on the Canals of the Rishta  
Delta - Sanctioning the  
institution of suits for the  
recovery of the —, with  
instructions.*