

(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.	3341	Press
~~B.P.~~ No.		Mis. _____
Dated	22 - 11	6875
		195 -

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
22nd November 1875*

No 508 Read the following letter from Lieutenant-Colonel J F FISCHER, R E, District Engineer, Madura, to Major-General G W WALKER, R E, Chief Engineer, Public Works Department, dated Camp at Dindigul, 8th October 1875, No 2,811 —

I HAVE the honor to acknowledge the receipt of G O of the 30th September 1875, No 2,823, and regret very much to find the Government are not satisfied with the reports I have made regarding the Contractor who has instituted a suit against the late Range Officer, Dindigul Range, but, I beg to premise, that officer left the matter on my hands in so incomplete and unsatisfactory a manner, though he had had ample time and opportunity to take all necessary steps for defending the suit, never even intimating to me till he had

- 1 Mr Gill's letter, No 119 ^A/₁, dated 3rd July 1875
- 2 Pencil measurement
- 3 Taluq Overseer's order
- 4 Copy of complaint
- 5 Summons
- 6 Do
- 7 Plaint
- 8 Demi-official letter
- 9 Mr Hawksworth's docket, No 138, dated 31st May 1875
- 10 Answer

left the district that such a proceeding was being adopted, I at once sent up the case to the Government for orders and instructions.

2 On receipt of G O of the 23rd June 1875, No 1,768, I went deliberately over a great portion of the road with the Contractor, who distinctly pointed out the remains of several heaps of gravel and stone for which he claimed payment so far back as 1872-73, on contract with Overseer Mr Jackson, who left the district in November 1873. I inquired then of Overseer Soonder Rao, who had relieved Mr Jackson, he stated that the materials had been collected and he had ordered the stone to be broken, which the Contractor was doing, when he himself was suddenly transferred to another part of the range. I also inquired of Mr Overseer Gill, who succeeded Soonder Rao, who admits the materials were used by a maistry, Ramasawmy Naik, employed on the road in the belief they were the property of the Government, that he and Mr Hawksworth saw the remains of several of the heaps, but the Range Officer refused to pay anything at all as he fancied there was some collusion between the maistry and the contractor, and did nothing further in the matter whatever until the man put him into Court, when he detained all the papers connected with the case until he was leaving the district.

3 There is absolutely nothing further to be ascertained from the Range Office records, the only document I have is that referred to in paragraph 2 of G O of 23rd June 1875, No 1,768, and having made all the inquiries I could as required by this order into the man's claims, I suggested Mr Hawksworth should be directed to return to this district to defend this suit, as the man distinctly showed the remains at least of the materials for which he claimed payment, and I had no means of rebutting his allegations, the Overseers of the district remaining in it admitting all the material points at issue, and I knew Mr Hawksworth never made any proper inspections or check measurements at all even for the most important works of his range.

4 I did not see how I could compromise the matter at all as I had no funds, and reported this in my first letter, in G O of the 23rd July 1875, No 2,095, on receipt of these further orders, I asked Lieutenant Boddy, R E, to dispose of the

*Proceedings of the Madras Government, Public Works Department,
22nd November 1875.*

matter, and he is as satisfied as I am that materials must have been collected, but that the man is now willing to take Rupees 425, the amount of his original bill, as shown

in the document* herewith returned, foregoing interests, &c, &c

* "Marked 7"

5 In conclusion I beg to return the papers connected with the case, having done my best as well as I could judge for the interests of all parties; having had occasion to report Mr Hawksworth repeatedly to the Government for his neglect and dereliction of duty, I could not but feel I had a most invidious duty to perform to report against him again in this matter. The Government only called on me to make inquiries and a further report as to the man's claims, and this I did, not considering I was called upon to detail in full how I had arrived at my conclusions, but proposing Mr Hawksworth should be directed to return and defend his own case. I have been using my best endeavours to see that the works are being carried out in some satisfactory manner, and proper records maintained for the outlay. Mr Hawksworth did his best to create as much confusion and trouble as he could, and I had to visit his range almost monthly to ensure any progress whatever being made, and it is therefore a matter of deep regret to me that my endeavours have not satisfied the Government, but I trust the report now submitted will explain that I had done all that could be done under the circumstances, and only erred in not sending up the details on which I had based my conclusions, but from several orders of Government we have been directed not to trouble them with such original documents. I have only to add that the case has been again postponed for a couple of months from the 30th September 1875, and considering the length of time the Contractor has already been kept out of payment for materials which he must have collected and paid for himself, and the interest on this outlay he has been losing all this time, I beg to solicit the Government will be pleased to sanction payment being made to him at once from Repairs, Communications, Local.

No 509

ORDER THEREON, 22nd November 1875, No 3,341

ESTABLISHMENT, No 32

THERE has been great negligence on the part of the Range Officer throughout this case, and also on the part of the

District Engineer, if it be true, as alleged in paragraph 5 of the plaint, that the plaintiff petitioned the District Engineer on the subject and was referred by him on the 27th February to a civil action, without apparently any effort having been made by Colonel Fischer to get at the facts of the case. He has made no allusion in any of his letters to this allegation of the plaint, but neither has he, from first to last, made any attempt to lay before Government a connected statement of the case. He has done little else but send up imperfect documents without attempting to account for or explain their imperfections. Mr Hawksworth no doubt has behaved with culpable negligence throughout, as already stated, but the District Engineer does not appear to have taken any steps whatever to remedy the effects of such negligence.

2 After the lamentable delays that have occurred in this case, and in view of the punishment already imposed on Mr Hawksworth for his neglect and disregard of

*Proceedings of the Madras Government, Public Works Department,
22nd November 1875*

orders, the Governor in Council resolves to instruct the District Engineer to carry into effect the compromise which it is stated will be accepted by the plaintiff

(True Extract)

Major-General, R E,
Secretary to Government

To the District Engineer, Madura
" Controller of Public Works Accounts

Exd S T Austin
Spare Copies

Dindigul
 Dates 21st May 1875
 Des^d 3rd June
 Received 4th Do.
 3rd 1st in fam^{ly}
 Jt.

J. M. Hawthorth Esq:
Assistant Engineer
D. D. Dr.

The District Engineer
Madras

dis,

I have the honor to forward
herewith Moonceff's Court summons No 189
dated 16th April 1875 issued at the
instance of one Pengasawmy Nair together
with my answer with 7 other enclosures
and to request you will be so good as to
make arrangements regarding the engagement
of a pleader to conduct the case.
I have already advanced Pleadet

8

2. I have already advanced Plaintiff
Mr. A. S. Hickey \$5 to enable
him to obtain a copy of plaint ^{from}
which I request may be refunded to
me.

I have 2nd
signed J. M. Hawksworth
Supt. Engineer D. P. M.
Send copy!

Wittich ^{mitte} ^{Colt} ^{Al}
District Engineer, Madison

necessary. It would be well if you
look this up. What has been done
with the material which was secured
by Mr. Gill? Is there any official
correspondence on the subject? If
there is, that I should like to have
down right in the matter. I have
kept a portion in the draft book
which is by you. If the material
secured by Mr. Gill has been secured
by the office for the Treasury, it should be
sent for Mr. DeLoach's signature
and spent on reducing the amount of the
proper dimensions, etc. If the material was
sent to his possession, the latter
has been a great deal of time of course
the PLO can have no claim to
payment. I am, Sir,
Very truly yours,
R. H. Hill

P.S. We had better also cite the
Principal Person as a Wit. Please
send me the PLO to make the Explanatory
attendant on Acting Mr. Jackson
G.M., Sunday Row, & Mr. Guyson. Mr. G.
will not be the contractor who was named
in the place of the PLO. Know something
about the facts; as also the Principal
employed on the work. If not, it would
be well to cite them also as Witnesses
Document & before returned herewith.

R.H.

22 Thursday 75
and 3 of 508

Mr. 6429/25



District Meuseffe's Court, at Duvidigub

Original List No. 189 of 1875

Pengasawmy Naik Lord of Subarayaalor.
 Naik residing at Chellumayakam
 Putty Dindigul Taluk } Plaintiff

Mr. J. M. Hawksworth and } Defendants
 cargo officer Reading at Reading }
 & }
 Defendants

Whereas the abovesaid plaintiff has instituted a suit in this Court, against you of which the particulars are ~~herein~~ ^{hereunder} specified you are hereby summoned to appear in this Court on the 2^d of August 1875. at ten o'clock in the forenoon in person, or by a pleader of the Court duly instructed, and able to answer all material questions relating to the suit or who shall be accompanied by some other person, able to answer all such questions to and for the said plaintiff, and as the day fixed for the trial is appointed for the final disposal of the matter.

10/10/2025

[illegible]

[illegible]

15-4-75 - ആ പേര് അന്നു നാലാം തവണയും കൂടി
 എടുത്തതായി രജിസ്ട്രേഷൻ ചെയ്തു. പ്രൈമറി സ്കൂളിലെ
 ഓഫീസറായും പ്രവർത്തിച്ചു വരികയാണെന്നും

[illegible]

11. 9. 74

[illegible]

1872
198

Signed/

L. W. Jackson (junior)

I am yours w. D. P. W.

1. *Prunella*

8/822/75
Recd 4-6-75



15

Summons

Under Sections 149 and 168 Act VIII of 1859

District Court at D.C.

C.S. No. 189 of 1875

Reynolds Nash Plaintiff

vs. J. M. Hawksworth Defendant

To J. M. Hawksworth Defendant

As plaintiff has cited you
as a witness, you are hereby requested
to appear in person, in this Court on the
2nd day of August 1875 at ten o'clock
in the forenoon to give evidence in the
above suit.

16th April 5
1875 S

[Signature]

District Clerk

Encls. 2 in a letter from
The District Engineer
to the Chief Engineer P.D.D.
No. 2811 dtd 8-10-75

(2)

5/11/75 5/828/75
Recd 28-6-75 Recd 4-6-75

Encls 4 in a letter from
The District Engineer
to the Secretary to Government
P.D.D. No. 2811 dtd
8 June 75

Mr 2811/75

No. 119/A

To

The District Engineer
Madurai District

Sir

In reference to our No. 1271 dated 3rd July/75, they inform you, that on assuming charge from Soonder Row, several individuals, purporting to be extinct Contractors put in their claims. I examined them cautiously, as I had reason to believe some actually made a living by making it appear they were engaged on Government works.

Amongst these, Syalos Kaich, a Telugu speaking man, produced an order purporting to be signed by Mr Jackson, Soonder Row's predecessor, ordering him to supply 50 Cds of screened gravel & 50 Cds of broken stone in each mile between Mampuzh & Mublayoonda. From enquiries then instituted by myself in company with Mr Mahawade, it transpired, that materials of an unsatisfactory description, but not to the amount ordered, had been collected, in consequence of which no payment was made in 72/73. Early in 73/74, during Soonder Row's tenure of office, the Naichy Ramaswamy Kaich, used up all material on road sides, fancying as he said it was Govt property, paid for.

Mr Hawthorth was of opinion
that it was a deep game between
Dyaloo haich & Ramasammy haich,
for what was supposed to be a mighty
reason that they belonged to the same
caste, Dyaloo haich of course swearing that
he had no other connection with Ramasammy,
other than that of unfortunately belonging
to the same caste.

On examining road we found
evidence of what Dyaloo haich professed
to be his unpaid for, unbroken stone &
unscreened gravel. The quantity here lies
out in what was thought to be a very
shuffling & unsatisfactory manner, so much
so that the conclusion arrived at was
that Dyaloo's claims were untenable.
No satisfactory statement of the amount
supplied was forthcoming, whilst it was
acknowledged that the full amount had
not been supplied and there was no
means of satisfying ourselves from
actual measurements, as it was all used
up, before my coming on, & out of
Mr Hawthorth's memory;
2 No satisfactory reason could be assigned
for him supplying unbroken stone &
unscreened gravel, for such the natives

clearly shewed them to be; &
3 No satisfactory reason could be given, for two
overseers, Messrs Jackson & Shouderon, refusing
to bill for the same, notwithstanding the
fact that balancers had labored on the
road, in the years referred to.

To the best of my memory
the above is a summary up of the
facts in connection with Dyaloo's claims
on Rutlogonda Road.

They remain
Yrs
Your most obedt Servt

3rd July 1753
Pulney

A. Th.
S. P. S.

9/5/75
The District Messrs of Dindigul.

Plaintiff Defendant.
Rengaswamy Naidu and Mr J. M. Hawkesworth,
about 50 years, son of 2nd Range Officer,
Sobersahy also Naidu, a residing in the town of
Contractor to the Government of Dindigul in the said
residing in the village of Talangy -
Chetty Naidun Nuthu, in the
Dindigul Talangy.

Petition presented under Sec. 26 of the Civil
Procedure Code by Phadur T.R. Sashier on behalf of
the Plaintiff.

Relief sought.

The Plaintiff prays the Court to pass a
decree granting him the following relief.

- I To Compel the Defendant to pay the Plaintiff
Rs 425-0-0, the amount of damages caused to the
Plaintiff by the negligence of the Defendant, on a
contract entered into by the Plaintiff in writing -
- II To Compel the Defendant to pay the Plaintiff
Rs 84-7-4, the interest which has accrued thereon
from the date of the cause of action to the date of plaint
together with subsequent interest from date of plaint.
- III And for any other relief which the circumstances
of the case may admit of -

Subject of the claim.

The Plaintiff accepted ~~a~~ a Contract from
the Dindigul Talangy Officer, a subordinate of the Defendant,
on the 9th December 1872, to construct a road for the maintenance
of the Battagundor Road from the 9th to the end of the 21st
mile, within the Defendant's range -
2 From that date forward the Plaintiff & his people have
carried on the contract work, & have, from time to time
as portions of the work were completed received payment

Each: 1. is a letter from
to the District Range Officer
to the District Range Officer
No. 2011 of 8-1-75

None will
satisfactory
18/6/29

from the Defendant for the same with the exception of the amount due for the work done on the 4 miles specified below.

3. On the 2nd August 1873 the Plaintiff submitted a report to the Defendant bringing to his notice that the work on the below mentioned 4 miles was completed, and requesting that he be paid the value thereof.

4. The Defendant has taken no notice of that and subsequent reports on the subject, has neither measured the Plaintiff's work nor paid him for the same, but is making trivial excuses, & has incessantly delayed payment.

5. On the Plaintiff having, as a last resource, petitioned the District Engineer on the subject, he referred the Plaintiff on the 27th February of the current year to a civil action to recover the amount due to him.

6. The cause of action in this case is the report which the Plaintiff sent to the Defendant bringing to his notice that the contract work was completed, and requesting payment of the amount due thereon, which commenced on the 20th August 1873.

Particulars of damages due to the Plaintiff Rengasamy Naick for the maintenance work executed by him on the 16th, 19th, 20th, & 21st miles on the Battalagundu Road, Road No 36, in the Dindigul Taluk, for the year 1872-73.

The No. of the Milestone at which material was deposited.	The distance from the road to the place from which the material was brought.	Description of the material.	Number of loads.	Measurement of the loads in yards.			Total number of cubic yards.	Rate per cubic yard.	Total Rupees.			Grand Total Rupees.		
				Length.	Breadth.	Height.			R.	A.	P.	R.	A.	P.
16	1 mile	Sprinkled gravel	25	4	1	1/2	50	-	14	-	43	12	-	-
Do	Do	Broken stone	25	4	1	1/2	50	1	4	-	62	8	-	-
19	1 1/2 miles	Sprinkled gravel	25	4	1	1/2	50	1	2	6	57	13	-	-
Do	Do	Broken stone	25	4	1	1/2	50	1	8	6	76	9	-	-
20	1/2 mile	Sprinkled gravel	25	4	1	1/2	50	-	9	6	29	11	-	-
Do	Do	Broken stone	25	4	1	1/2	50	-	15	6	48	7	-	-
21	1 mile	Sprinkled gravel	25	4	1	1/2	50	-	14	-	43	12	-	-
Do	Do	Broken stone	25	4	1	1/2	50	1	4	-	62	8	-	-
Total amount of damages Rs.										425	-	-	-	-
Interest on the said damages Rs 425 from 20 th August 73										to date being 19 months & 25 days @ 1 per cent per mensem				
										84	4	7	-	-
15-4-75										Grand Total said for Rs.				
										509	4	7	-	-

1. The Defendant denies that the Director of Public Works had any authority to grant any contract to the Plaintiff & that he is bound by any contract granted without authority.
2. The Defendant denies that if any such contract was granted to the Plaintiff and ~~contracts~~ if it be held that he is responsible on account thereof, any payments were ever made to the Plaintiff on account thereof.
3. The Defendant denies that stone and gravel were ever delivered by the Plaintiff as stated in the schedule attached to the Plaintiff.
4. The Defendant further objects that if any such contract as is alleged was ever entered into with such authority as to bind himself, it was not with the Plaintiff only but with the Plaintiff & another person & that therefore the Plaintiff alone cannot sue upon it.
5. The Defendant further objects that if any such contract was ever entered into with such authority as to bind himself, it is null & void on account of the Plaintiff & his partner having failed to observe the stipulations thereof in failing to deliver the stone & gravel contracted for within the specified period of 2 months from the 9th day of December,

and

6/11/75 4/828/75
 Dec 28-6-75 Dec 4-6-75

Recd from a letter from
 the District Engineer, Durban
 to the ~~Secretary to Government~~
 11/10 11/10 11/10 11/10
 8/10/75 8/10/75

(7)

90 22/11/75

11/10/75

11/10/75

and in failing to break the stone down
to the size required, and to heap the
stone & gravel delivered in such a way
that it could be properly measured.

6. The Defendant further submits that
neither the Plaintiff nor his partner ever
sent him in an account (or bill) of the
measurement of the stone & gravel alleged
to be supplied as contractors are bound
to do when they claim payment.

7. The Defendant therefore prays
that the suit may be dismissed with
costs.

3d. The Defendant denies that any
such report as is referred to in para
3 of the Plaint was ever received by
him.

William Smith
Supt Engineer

Witness
31/5/75

a great portion of the road with a

11176/75- 11828/75
 10 Dec 4-6-75
 Encls 8 in a letter from
 the District Engineer
 to the Government PWD
 Madras dated 8 June 75

Range officer's account
 to Contractor regarding
 Raik's plaint.
 Gp-22 Kumbh 75
 sub 14-508

Mr. 2802/8/75
 Mr. 6429/10/75

No. 2811.
 From,
 District Engineer's office
 (Camp) Dindigul 8 October 1975.
 To,
 Civil: Coll J. H. Fisher P.E.
 District Engineer of Madras.
 Major General G. W. Walker P.E.
 Chief Engineer P.W.D.
 Madras

Sir,
 I have the honor to acknowledge the receipt of G.O. of the 30 September 1975 No. 2823 and regret very much to find the Government are not satisfied with the reports I have made regarding the Contractor who has instituted a suit against the Range officer, but I beg to premise that officer left the matter on my hands in so incomplete and unsatisfactory a manner though he had had ample time and opportunity to take all necessary steps for defending the suit, never even intimating to me till he had left the District that such a proceeding was being adopted, I at once sent up the case to the Government for orders and instructions.

- Encls 10.
1. Mr. Hill's letter No. 1194
 2. P.W.D. Measurement 5-7-75
 3. Telegram order
 4. copy of Complaint
 5. summons
 6. do do
 7. Plaint
 8. Semi-offl. letter
 9. Mr. Hawthornthwaite's docket No. 138 31-5-75
 10. Answer.

2. On receipt of G.O. of the 23rd June 1975 No. 1768 I went deliberately over a great portion of the road with the

and he is as satisfied as I am that materials
must have been collected, but that the man
is now willing to take Rs 1.25 the amount
of his original bill, as shown in the docu-
ment herewith returned, foregoing interest &c.
* "Worked up"

5 In conclusion I beg to return the
papers connected with the case having
done my best as well as I could judge
for the interests of all parties, having had
occasion to report Mr. Hawksworth repeatedly
to ^{the} Government for his neglect and dereliction
of duty I could not but feel I had a most
invidious duty to perform to report against
him again in this matter. The Government
only called on me to make enquiries and
a further report as to the man's claims,
and this I did, not considering I
was called upon to detail in full how
I had arrived at my conclusions, but
proposing Mr. Hawksworth should be
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manner and proper records maintained for the
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postponed for a couple of months from
the 30th September/75 and considering
the length of time the Contractor has
already been kept out of payment for
materials which he must have collected
and paid for himself and the interest

QD 13² June 75 No 692-497.
 - July - - 567-568.
 - 30 Sept - - 675-677.

P. W. 1895 Deph.
 From Mr. 6429
 The District Engineer
 Madras
 To The Chief Engineer
 P.W.D.
 Madras.

Dated 8th October 1875
 Recd. 11th -
 Encls: 10.
 No. 2811.

Makes further
 report on the settlement
 of the claims of the
 Contractor Rempasamy
 Nair.

G.O No 3341. 22.11.75.

in 10-11-75
 Dep to Mr. 11-10-75 P 10-11-75

14508

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Under date the
 read the following
 The District Engineer
 Madras
 Nothing was heard the
 negligence shown by the
 Range Officer throughout
 this case, except that he
 by the District Engineer; if
 it be true, as alleged in
 para 5 of the plaint, that
 the Plaintiff petitioned the
 District Engineer on the subject
 and was referred by him on
 the 27th February to a Civil
 action; without, apparently
 any effort having been made
 by Colonel Fischer to get
 at the facts of the case.

He has made no allusion
in any of his letters to this
allegation of the plaintiff; indicated & if this Mr
but neither has he, from Hawthorne's negligence
first to last, made any attempt to lay before
the materials have
presented a connected statement
of the case. He has done
little else but send up
imperfect documents without
attempting to account for
or explain their imperfections.
And set Mr Hawthorne's
conduct before Government
in the worst possible light.
That Officer no doubt has
behaved with culpable
negligence throughout, as
already stated; but the
District Engineer does not
appear to have taken any
steps whatever to remedy

the effects of such negligence.
He will now lay the whole
subject before the President
of the Local Fund Board,
and obtain his orders how
the Plaintiffs' claims are
to be disposed of.

Equal
at our
He will now, com-
promise the case
without loss of
time; & then
cause why he
should not, &
qually with Mr.
Hawthorne,
be held respon-
sible for the
amount -
Equal
accepted by the P.
P.
it is stated will be

My dear brother
This is what was
written in pencil
I have been very
ill lately
Yours
C. J. W.

No 3341

Public Works Department

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 22nd Nov 1875

Read the following —

From the District Engineer } (H.E. No 2811 dated 8th Oct 1912)
Madura

There has been
great negligence on
the part of the Range
Officer throughout
this case and also
on the part of the
District Engineer; if
it be true, as alleged
in para 5 of the Complaint,
that the Plaintiff pe-
titioned the District
Engineer on the subject
and was referred
by him on the 27th
February to a Civil
Action; without,
apparently,

Apparently any
effort having been
made by Colonel
Fischer to get at the
facts of the case, etc.
has made no allusion
in any of his letters
to this allegation of
the plaintiff; but neither
has he, from first to
last, made any attempt
to lay before Govern-
ment a connected
statement of the case.
He has done little else
but send up imperfect
documents without
attempting to account
for or explain their
imperfections. Mr.
Hawkeworth no
doubt has behaved
with

full diff.

with culpable neg-
ligence throughout.
As already stated,
but the District Engi-
neer does not appear
to have taken any
steps whatever to
remedy the effects of
such negligence.

After the lament-
able delays that have
occurred in this case.
And in view of the
punishment already
imposed on Mr.
Hawkeworth for
his neglect and dis-
respect of orders, the
Governor in Council
resolves to instruct
the District Engineer
to carry into effect
the

the Campromises
which it is stated
will be accepted by
the Plaintiff

[Faint, mostly illegible handwritten text, possibly a list or notes.]

D. J. Madras 11/22/75 5
Cont. O. B. W. 5

Price 17

2508-509

Drop - 2 - 12 - 75

[Handwritten signature or initials.]

Star



Govt. of Madras.

PUBLIC WORKS.

To

G. E. Madras

Dated

Issued

Recd

Encl

G. O. 22 Nov 1875. No. 3341

Nos. 58-529

Order brought by a Contractor
against Mr. Hawksworth

Expressing dissatisfaction
of the manner in which the
— has been dealt with by
— officers of the Madras
District.