

(1) Number of pages _____

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MADRAS RECORD OFFICE

Government of Madras

Public Works

DEPARTMENT

G.O. No.	842	(W)	Press
B.P. No.			Mis.
Dated	20-3-	1875	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
25th March 1875.*

No. 629. — Read the following letter from W. S. HARRINGTON, Esq., District Engineer, Malabar, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Calicut, 2nd March 1875, No. 222:—

ADVERTING to G. O., No. 3,234, dated 20th November last, I have the honor to forward copies of documents, as per

- 1 Letter from Mr. Supervisor Lalor, No. 501-A, dated 9th February 1875.
 - 1 Decree in Small Cause Suit, No 970, of 1874.
 - 2 Evidences
 - 1 Extract from Calendar Case No 16 of 1873, on the file of the Deputy Magistrate of Malabar.
- margin, and to state that in his Plaint, Contractor Nelambalatha Kaloo Kooty Nair sued the Supervisor in charge of the Calicut Range for the recovery of Rupees 341-2-5, consisting of the following items:—

	RS	A	P
Balance on 9th September	40	0	0
Value of broken stones	156	4	0
Do. of gravel	80	7	9
	276	11	9

Interest on 40 Rupees from 10th September 1873, and for the rest from 1st November 1873 at 12 per cent. per month

64 2 8

The correct total is Rs 340 14 5, but in the original suit it is given as Rs 341 2-5

Total ... 341 2 5

The Subordinate Judge at Calicut has decided that the Supervisor in charge of the Calicut Range should pay the Contractor Rupees 349-7-9, viz. —

	RS	A	P
Amount decreed	200	4	9
Interest thereon at 12 per cent. per annum up to January 21st, 1875	40	3	0
Cost payable by Defendant to Plaintiff	40	0	0
Total	340	7	9

2 The chief ground on which the Sub-Judge has based his decree appears to be an imaginary enmity between the Contractor Kaloo Kooty Nair (Plaintiff) and the Supervisor in charge of the Calicut Range (Defendant); regarding this I should notice that this Contractor, who was the 6th witness for the prosecution in the case brought by Mr. Lalor against the Calicut Executive Range Accountant, Mahadevayen, for cheating, retracted on that occasion what he had stated before Mr. Lalor, and this was noticed by the Deputy Magistrate in his judgment, vide enclosure A; also that in his judgment the Sub-Judge prefers to take the statements made by the Contractor and his witnesses, who were common coolies, to those of the Supervisor and Overseer, Iyanarcooty Pillay and Rarichen; this strikes me as somewhat extraordinary.

3 The second ground is that Mr. Lalor did not pay for 32 cubic yards of broken stone; this is fully explained in paragraph 6 of Mr. Lalor's letter to the effect that he had refused payment owing to the badness of the material, but that it was subsequently used by Maistry Vengatashyen, probably in collusion with the Contractor, and without the knowledge of Mr. Lalor. I can believe this, chiefly

Proceedings of the Madras Government, Public Works Department,
25th March 1875.

from Mr Lalor's statement and in a minor degree from the fact that the Maistry reported sick when he was summoned as a witness.

4. As regards exhibit No. I (cadian leaf letter from Plaintiff to Sub-Overseer) stating that the Contractor did work on the 19th and 20th miles, and asking the Overseer to measure it in the presence of his (Contractor's) Maistry, it has been clearly refuted on oath by Overseers Ranielan and Iyanarcooty Pillay that when the former actually measured the work on the 18th October at the 21st mile in the presence of the latter, he found no work at all done by the Contractor on the 19th and 20th miles, yet the Sub Judge states that he cannot credit this evidence.

5. Taking these points into consideration, I am decidedly of opinion that the decree is untenable, and that Mr. Lalor is in no way to blame in the transaction. Under the circumstances that the suit was tried on the file of the Small Cause Court from which there is no appeal, I have in anticipation of your sanction authorized the Supervisor in charge of the Calicut Range to disburse Rupees 583-9-5 as per margin, plus the amount of interest that will have to be paid from January 21st, 1875, to the present date, as in the event of any further delay interest would still be running on.

6. I should state that should Government be pleased to authorize the step being taken, Mr. Lalor is both willing and anxious that the case should be re opened and tried afresh before the High Court at Madras.

No 630.

ORDER THEREON, 25th March 1875, No. 813.

ESTABLISHMENT, No. 45.

His Excellency the Governor in Council is satisfied that the Range Officer's conduct in this matter was not the result of malice, as imputed to him by the Subordinate Judge, against the plaintiff. To strengthen his case he should however have paid for the 40 cubic yards of stone objected to by him, but surreptitiously used by Maistry Vengatashyeu, whose services it is presumed have been dispensed with for the future.

2. There is no appeal, and the costs of defending the suit are passed.

(True Extract.)

(Signed) G. W. WALKER, Colonel, R.E.,

Secretary to Government.

To the District Engineer, Malabar.

.. Controller of Public Works Accounts

Exl S. T. Austin.

Spare Copies

Small Cause Suit No. 970 of 1874
In the Court of the Subordinate Judge of South Malabar at Calicut
President: J. H. Ramiah Subordinate Judge.

Dated 21st January 1876

Silambalath Kulu Kuttu Nayar Plaintiff
J. Lalor, Range Officer Defendant

The Court do allow the sum of Rupees 583-9-5 and decrees and orders that Defendant do pay Plaintiff the balance amount with interest thereon at 12 per cent per annum from this date up to the final execution of the Decree and Plaintiff's costs in proportion to the amount decreed, and that Plaintiff do pay Defendant the costs on the amount disallowed.

Amount decreed 583-9-5
Interest thereon at 12 per cent per annum up to this date 40-2-0
Costs payable by Defendant to Plaintiff 40-2-0
Costs payable by Plaintiff to Defendant 319-4-9

Reasons: The Plaintiff's statement is contradicted by the statements of the Defendant's witnesses. The Plaintiff's statement is not supported by any evidence, and the Defendant's statement is supported by the evidence. The Court is of opinion that the Plaintiff's statement is not true, and the Defendant's statement is true. The Court do allow the sum of Rupees 583-9-5 and decrees and orders that Defendant do pay Plaintiff the balance amount with interest thereon at 12 per cent per annum from this date up to the final execution of the Decree and Plaintiff's costs in proportion to the amount decreed, and that Plaintiff do pay Defendant the costs on the amount disallowed.

with each other. Defendant admits that the 32 cubic yards of gravel supplied by Plaintiff were used in repairing the road and that the value thereof was not paid. The non-payment of this amount was a fault on the part of Defendant and serves to establish the intimacy which is said to exist between the parties. Defendant says that he can only swear to the work done by Plaintiff up to 30th August 1873, but not to that done subsequently. The work done up to 30th August 1873 is not here in dispute. Plaintiff merely asks for the value of the work done subsequently. It is proved by Exhibit A that Defendant's that stones were broken and collected at three different places since the said date. The Plaintiff's account of £6 which shows that stones were collected at one place only being therefore opposed to the above evidence, I am unable to accept it as trustworthy. The explanation given by the Defendant for not paying the value of the 32 cubic yards of gravel which was used, is unsatisfactory. For the foregoing reasons and with the strength of the evidence adduced by Plaintiff I give a decree in his favor.

Signed/

Signed/ J. H. Ramon Fair
Subordinate Judge.

True Copy/
on 2 Bolls

Signed/ P. John
Sheristedar

Compared/
Signed/ J. A. Welgans
Clerk.

Copies applied for _____ 23rd January/75
Copy ready _____ 2nd February/75

Signed/ P. John
Sheristedar.

True Copy/

W. Ramon (W)

Engineer Malabar

Court of the Deputy Magistrate of Malabar
 Extract from Calendar Case No. 16 of 1873.

Rajina

Versus

Vijaloro Gramam Mahadava Sany
 Judgment.

The only discrepancy in the evidence for
 the prosecution is contained 6th witness deposition.

Kootosa states that he gave Rs. 4 out of the
 Rs. 558 to 6th witness at Prisoner's request, but
 6th witness denies this. This discrepancy is
 unimportant as it does not effect the case
 of the Rs. 100. The 6th witness says he gave
 a statement of what happened to Mr. Lalor
 and declared that he gave this unwillingly
 and that it was extorted from him by
 Mr. Lalor's threats. Mr. Lalor was bound
 to make a Departmental inquiry when
 he found as he did on measuring the
 stones supplied by Kootosa, that an
 over payment had been made in the
 course of the inquiry. Mr. Lalor examined
 6th witness who now declares that his
 statement (exhibit 5) was extorted from him
 by threats and even slight personal ill-treatment.
 Mr. Lalor has shown a commendable zeal
 in the matter and I have no doubt he urged

In a letter from
 the District

Magistrate of

the District

to the Secretary

Government

29th November 1873

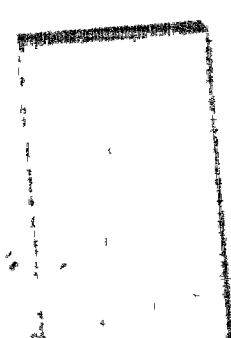
No. 222 dated

29th November 1873

G.O. No. 842. 15-8-75

Decree in small
 Cause suit No. 970
 of 1874.

1874/1481/25



the the witness to tell the truth but I
have no hesitation in declaring that 6th
witness has grossly exaggerated the pressure
brought to bear upon him for it is obvious
that if Mr. Galor had forced the witness
to make a statement at variance with
the truth he would have forced him
to say something criminating the prisoner,
which there is nothing whatever against
the Prisoner in J.

[True Extract]

Signed J. Galor, Supervisor
of the District Prison

Sole 6th Witness in the above case
was the Plaintiff, May for Court Trial
in U. S. Court No 970 of 1874.

Attest J. R.

James R. Pope

W. H. Harrison

Attest James R. Pope

Shawley

Subordinate Court: C. Malabar

C. O. S. 313 970 of 1874

dated 14th January 1875

Deposition given by the Defendant over the

Exhibit 8-6 for the out amount to be

paid to the Plaintiff. I have rejected

the value of 32 C. yards of broken stones.

The price of which is Rs. 40. the rest has

already been paid. I have got receipts for

the money paid, the reasons for rejecting

the 32 C. yards of broken stones, is that

inferior in quality according to the agree-

ment. The agreement was made on

the month of June 1873. Defendant

supplied only 247 C. yards of broken

stone and 3/4 yard of gravel. This was

according to the measurement of the

Overseer Marichem daily actual measure-

ment made on 31st August 1873. gave

239 1/2 C. yards of broken stone and 396

yards of gravel. The total value of these

stones is Rs. 487. Because the Plaintiff

has not returned the Government took

the amount of Rs. 487-6 has not

been paid. 6 Tools worth Rs. 10

are still with the Plaintiff the rejected

stones were on the road which the

Plaintiff

In a letter from

the District Engineer

Malabar to the

Secretary C. S. Govt.

8197 Cochin

22nd March 1875

22 March 1875

C. O. S. 313 970 of 1874

Subordinate Court

Malabar in case

No. 16 of 1873 on the

file of the Agency

Malabar

11/11/81

4/7/75

Maistry took and utilized the Plaintiff was
ordered to remove them off the road but
failed to do so because he the Plaintiff
did not take them away they were used
the measurement was made by Pursur
Rarichen in October 1878. The measure-
ment of which is produced before the
Court.

Signed / s/ R. Rarichen Maistry
Sub. Judge

My evidence although given in
English has been recorded in Marajalam.
(initialled) / s/ L.

Subordinate Clerk
Sunder Laladhar.

Small Cause Sub. Judge of 1878
14th January 1878

Deposition of Palasthoru Rarichen Maistry
witness for the Plaintiff

I know the Plaintiff I carried
on work on the Challaipur Road in the
Plaintiff's party. My work consisted in
having stone broken and gravel collected.
The last time they were measured was

in October when the Plaintiff was not present.
It was Pursur Rarichen who measured up
the work I asked him for how much money
there was work. The Pursur said there was
for Rs 200 and odd. I asked him for the
bill. He said he would give it to the
Plaintiff. The Plaintiff said then come to
Calicut as a witness in the case of Mahadara
Jest. The Pursur made the accounts there.
The accounts were written in the book bound
with green paper. They were written in
fukit. When the stones were measured
there were present Yada Krishna Maistry
and a Lien named Chathos. I have
acquainted the Plaintiff with the facts
of the measurements having been made.
When Pursur Rarichen took the accounts
I also did the same. I gave the accounts
to the Plaintiff. The Plaintiff told me that
in calculation there were 230 Rs worth
work done. The road has been repaired
with the stone measured.
Cross examined. This is January
14th. The accounts I had taken I gave
to the Plaintiff. I know Maistry Chathos
Maistry. He had work in another place
Yadasth. On the part of the Plaintiff
it was agreed that the roads were re-
paired with the stones collected by
the

ordered that contractors should not do
the work after the 30th August beyond
the stones and gravel which have been
provided for and to inspect the stones and
gravel which have not been provided for
after they have been measured and the
Bill printed for by the Commission
order was passed on the 30th August
after that date neither the Plaintiff nor
any other Contractors collect the
stones and gravel.

Examination made by Plaintiff's
Witnesses.
The Plaintiff's witness Bill printed
measured on the 30th September and
provided for the 30th September and
remains of the Plaintiff's witness Bill
or twice to the spot. It was either with
or without the Catcher that the witness
with Plaintiff's witness Bill printed
measurement of gravel and stones.
I am present on the 30th September when
the measurement was taken. I have seen the
measurement taken and which
is a copy of the measurement and which
not know the quantity of stones and
gravel. The 30th September the Plaintiff's
witness Bill printed.

person who measured it. Also I do not
know how much stones were broken on
the 30th mile which the Plaintiff's witness
Defendant measured. I am not certain
of the quantity of stones broken on the
19th mile which was also measured by
the Plaintiff and Defendant. All these
have been seen by me. I was present
when measured. If these I am unable
to say how much stones were collected
and kept at each of these spots. The
Bill for these measured on the 19th
October was given at the same time.
It was I that travelled to the spot to
the 19th mile, thenceforward by the Plaintiff's
witness. The R. S. M. did not give contract
to others the spot under dispute. After
spreading I have seen the spot.
The examination - It was on the 30th
August 1893 when the Defendant measured
the stones on the 2nd September. It was
either on the 19th or 18th October which
was measured finally.

Deposition given on oath by the 3rd wit-
ness for Defendant Wadsworth and
Cottrell on the above date.
I have supplied gravel in the
year.

ordered that contractors should not do
the work after the 30th August. I spread
the stones and gravel which have been
spread for and to spread the stones and
gravels which have not been spread for
yet. they have been measured and the
Bill printed for by the Oversee. This
order was passed on the 30th August
after that date neither the Plaintiff nor
any other Contractors collected the
stones and gravel.

Examination made by Plaintiff's
Tadokas on the 1st and 2nd of September
The Plaintiff's Bill for the
measured on the 2nd September and
spread on the 1st day subsequent which
servants of the Plaintiff had come and
at twice to the spot. It was either on the
1st or 2nd of September that they came first
with the Plaintiff's note and Bill to give
measurement of gravel and stones.
I was present on the 1st September when
measurement was taken. I have seen the
note brought to the servant, which I
demanded to be furnished and which
is a paper letter marked etc. I did
not know the quantity of stones broken
on the 2nd mile. The Overseer and
Defendant were present on the 1st of September.

person who measured it. Also I do not
know how much stones were broken on
the 20th mile which the Overseer and
Defendant measured. I am not certain
of the quantity of stones broken on the
19th mile which was also measured by
the Overseer and Defendant. All these
have been seen by me. I was present
when measured. If then I am unable
to say how much stones were collected
and kept at each of these spots. The
Bill for those measured on the 18th
October was given at the same time.
It was I that travelled the road up to
the 10th mile, thenceforward by Teneatash
Luther. The R. S. W. did not give contract
to others the spot under dispute. After
spreading I have seen the spot.
Re-examination - It was on the 30th
August 1890 when the Defendant measured.
The Overseer on the 2nd of September. It was
either on the 17th or 18th October which
was measured finally.

Deposition given on oath by the 3rd wit-
ness for Defendant Wadokas and
Cottia then on the above date.
I have supplied gravel in the
year

year 1875 to the 10th Dec. I have been working
up to the 31st August. Defendant
measured on the same date subsequent
to that the Overseer measured a second
time which was within 20 days and
also the Bill was given on the same
date. The Bill was given to the Defendant
and I know the Plaintiff's Defendant
gave orders on the 30th August that
none should work any more. The
Plaintiff was present when the orders
were given by the Defendant. I have
not seen him work since in the Plaintiff
since the above orders. When the
orders were given Charles E. Ecker
Thackerman and Vencathas were
present. I did not work subse-
quent to the orders.

Cross Examination. It was said
supplied stones and gravel from the
1/2 to 2 1/2 miles of the Lawrence Road.
It is not for McAlister and Langley
road the Plaintiff took control. I am
not certain whether Overseer Vencathas
measured any work in October.

Deposition given by Chirawach
Wahler on oath on the above date to wit:
I am for Defendant
I supplied gravel for 1000000 ft. road
in 1875 and last. It was from 9 to 12
miles the gravel was supplied. I worked
also in 1875 and of the current year.
The Overseer measured & gave bill for the
work done by me. It was in the month
of June last that I gave the Bill to
the Defendant and received the money.
20 and odd Rs. were given me. I know the
Plaintiff. It was the Plaintiff who took
contract from 13 to 22 miles gravel and
gravel stone work was carried out. In
June last the gentleman (Deft.) came
to measure this work. Because the time of
agreement was expired the Deft. gave orders
that none of the Contractors should work
any more when the Plaintiff was present.
during last time witness Vencathas &
Thackerman were present. I did no work
since the order was given. The Plaintiff also
did no work since that.

Cross Examination
The works done by all of us were mea-
sured in the month of June. The
Plaintiff had collected & kept gravel and
stones in all places except in the 13 to 22
miles. It was gravel in some places and
stones

stones in others. These were insufficient - afterwards I do not know what was done.

Deposition given by this witness (Plaintiff) of the Defendant on oath on the above date.

I have received money since according to the bill dated 12th July 1873 the sum of Rs 314-1-2 was received by me on the 19th Idw. and according to the bill of 15th Idw. I received Rs. 104 leaving Rs. 40. I collected having received only Rs. 104. It seems that I have received Rs. 12 more in addition to the amount of bill from office - which I have not included in the accounts. According to the bill I received only the sum of Rs. 116-5-6 when it was measured in October 1873. I did not get a bill from the Government nor was I present. The Defendant said that I should stay at Calicut on account of giving evidence in Mahadava Putta's case. and therefore I was at Calicut for giving evidence. with regard to this measurement I did not present Bill in the Range Office. I have asked the Defendant money due for October. For that told me that he would give me the money only after Mahadava Putta's case is over. After the case has been settled I had been to the office & demanded money, when this Defendant came running with a ruler in order to strike me & said that did you not give false evidence in

in the case of Mahadava Putta. In that case a man was sent to call me by this gentleman. I went where the Defendant was seated in the Verandah of the Government Provincial School - he called me & took along to the Dead house and gave a copy which was written in a blue paper & told me to read & see accordingly. I read it the contents of which was that I have seen giving 100 Rs to Mahadava Putta & 2nd that is desired by Mahadava Putta the sum of Rs. 4 was given me to be delivered to him. According to this the Defendant told me to write & give a Receipt when I told him I knew nothing of the case then the Clerk giving 1/2 sheet of paper told me to write & give what I know of the case. then what I wrote & gave was that the man named Kottosa who was concerned in the case, was in the Bank when I went there for money & I saw him cashing the Cheque in the Bank; that I directly went home as soon as receiving money. That I have not seen which way Kottosa went after cashing the Cheque; which the Defendant in order to understand gave to a clerk who read the paper & made him understand. the Overseer communicated him everything in English what I wrote. then the Defendant

Defendant took the paper book tore it
into 5 or 8 pieces & threw one away
and pushed me by neck saying that
I am a great robbery & am telling great
lies - and moreover told that he would
make me also guilty - because it was I
that received the sum of Rs. 10. there we
got Depositions from other 2 persons
also - Afterwards the Contractor & his
& Counsel A. Bello both having come to
and I said that the gentleman is very
much provoked at me - and according
to his wordings I should write a Deposition
otherwise that I will not
be able to receive the money and that the
gentleman says that unless I give Deposition
according to his consent I shall not get the
money while they talk why should I be
also made guilty of - for nothing I gave
Deposition according to the Defendant's
receipt - Subsequently the Def. cited
me as a witness in that case - when it
was examined by the Magistrate I said
that it was not with my intention that
I gave the deposition that this fear
being threatened by the Def. and on the
understanding that the money would be
lost if I don't yield to his wordings I
gave such deposition - that I told I
know nothing of the sort as stated in
that

that Deposition - Afterwards the Def.
refused giving money although I demanded
I sent a registered letter to the Def. on
the 12th December 1873 - for which I received
an answer stating that only Rs. 17 1/2 is
remaining to be given to me - which I
have presented at the Court - what I have
stated now was also told by me before
the Deputy Magistrate Court Def. has
no other reason to take vengeance of except
the evidence given - No orders were given me
to stop the work by the Def. on the 30th Aug.
1873 - It was not by the recommendation of
the Madras Agent that the Contract was
given me by the Def. - It is the practice
to ask for the money only after receiving
the Bill from Overseer & giving it in the
Range Office Overseer Parichew did not give
me the Bill and told that he would
send it by Post - according to my account
I should return 3 Tools the Defendant de-
mands 6 the cost of those tools may be
Rs 6 and have not given the rest.

Deposition given by the Defendant as
witness on oath on the above date.

I have brought the accounts of work
done by the Plaintiff according to the agree-
ment which is an exact account of the
work done up to 30th August - on the very
date I have ordered to stop work I have
neither

Def
into
and
San
his
ma.
the
get.
also
V. C.
and
me
to
a.
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neither compelled the Plaintiff nor have
troubled him to give evidence in the
Pettit case. And the Plaintiff demanded
money - the value of Tools which are in
Plaintiff's possession is Rs. 100. I am
swear for the work done up to the 1st Aug.
what the Plaintiff who is the owner of
work done after that, for which I am not
responsible. I was only asked to swear for
work measured up to 30 August

Deposition given by the Defendant's
witness Symonically Pelling Munnar Munnar
Sahy on oath on the 20th day.

What I hold is called measurement
book - which I took charge of from
Parichin Munnar. It took charge on 20th
October 1873. From that time I began
taking over charge on the 11th October 1873
- when measured the Plaintiff's work
(on the 18th Idem). I was also present. The
value of work measured on that date is
Rs. 175. It was on the 21st & 22nd miles
that the measurement was made subsequent
to that no work of Plaintiff was done.

Subordinate Court S. Calabar
at C. S. 12/70 of 1874.
Dated 1st January 1875.
Deposition given by the Defendant on oath
Rs. 17-5-6 is the only amount to be paid

241 D
to the Plaintiff I have rejected the value of
32 Cuds of broken stones. The price of which
is Rs. 40 the rest has already been paid. I
swear not to receive for the money paid, the
reasons for rejecting the 32 Cuds of broken
stones - it was inferior in quality according to
the agreement. The agreement was made on
the month of June 1873. Deft supplied only
248 Cuds of broken stone & 3 3/4 yards of gravel.
This was according to the measurement of the
witness Parichin - my check measurement
made on 30th August 1873. gave 209 1/2 Cuds of
broken stone & 3 3/4 yards of gravel. The
total value of these stones is Rs. 488. Because
the Plaintiff has not retained the 30th Cuds
the amount of Rs. 488 is not then paid.
6 Cuds of the broken stone are still with
the Plaintiff. The rejected stones were on the
road which the Plaintiff took & utilized
the Plaintiff was ordered to remove them off
the road but failed to do so. Because he
the Plaintiff did not take them away. They
were used the measurement was made by
witness Parichin in October 1873. The mea-
surement of which is produced before the Court.
By S. R. Ramen Nair
Sub Judge

Note -
My evidence although given
in

in English has been recorded in Malabar.

(True copies)

W. Huntington

District Engineer, Malabar.

Copies of Depositions

17th/1881
3/75.

G.O. No. 542. 25-5-75.

In a letter from
the District
Engineer of
Malabar to
the Secretary
to Government
10th November
1874 dated
22 March 1875.

Enclosures

Copies of

1 Deed in S. C. Court. No. 970 of 1874.
9 Sheets of Evidence with translation.
1 Extract from Calendar Case. No. 16 of 1874.

561.A.

Calicut Range Office
Calicut 4 February 1875.

From

The Supervisor in Charge
Calicut Range

To

The District Engineer
Malabar.

Sir,

In continuation of my letter
No. 345 dated 9 November 1874 and with
reference to G.O. No. 3289 dated 20 Nov 74
I beg to forward True Copy of Deed in
Small Cause Suit No. 970 of 1874 filed
in the Sub Court of Malabar.

2. The suit has been decided against
and as Range Officer and in my opinion
unjustly so - as I will endeavour to show
in what follows -

3. For his reasons the Sub Judge
states that "It is evident from the state-
ments of Defendants 5th witness that the
Plaintiff & Defendants are at great en-
mity." The 5th witness for Defendant
was the Plaintiff and I put him in
the witness box to show that he never
measured his own work and that conse-
quently he could not say whether there
was work done for which he claimed
payment; he took this opportunity to

in to slander me in a most disgraceful manner, all which the Court apparently noticed and took the trouble to record - Now this man was 6th witness for the Prosecution in the case brought against the late Head Accountant, Maradavan for "cheating" of which he the Head Accountant was convicted and I beg to enclose an extract from the Deputy Magistrate's judgment with reference to this man's (6th witness's) character in which it is stated - "But I have no hesitation in declaring that 6th witness has grossly exaggerated the pressure brought to bear upon him, for it is obvious that if Mr. Lator had forced the witness to make an statement at variance with the truth he would have forced him to say something criminalizing the prisoner, whilst there is nothing whatever against the Prisoner in T."

4 This I think plainly shows
what this man can do in Court & with
what caution his statements should
be taken.

6. I have already reported inspectors of

1874. 2. 25. dated 9th November 1874 that
it rejected the stone after personal inspection,
and ordered the Plaintiff to remove it from
the side of the road on account of its inferior
quality. That the Plaintiff failed to do, the
Defendant some time after, used it on the
road without any knowledge & directly
before in collusion with the Plaintiff, for
the Defendant when summoned to give
evidence in the case went off to Plymouth
and reported back.

7 The next reason is "Defendant says that
"we can only swear to the work done by
"Plaintiff up to 30 August 1873 but not to
"that done subsequently." The work done
"up to 30 August 1873 is not here in dispute."
"Plaintiff merely asks for the value of the
"work done subsequently." I declared on oath
that I actually measured all the work done
by Plaintiff up to 30 August 1873 & that
I ordered him to cease work on that date.
There is nothing to show that he did any
work after that date, on the contrary there
is the evidence of Assistant Thomas Brown &
two other witnesses who declared on oath that
the Plaintiff did no work after the 30 August 1873
and the Plaintiff's 2nd Witness Christman
has distinctly stated that orders were given
by the Defendant to stop work on the 30th
therefore the measurement was made in October.
The measurement was made in October.

3 The next reason is. It is proved by exhibit
that produced by Defendant that stones
were broken & collected at three different
places since the said date (30th August 1873)
This exhibit is a copy as lettered.

I enclose copy of letter from the
Plaintiff to Sub Overseer Parichew dated
September 1873 stating that he was sick
to measure his work done in 17th 20th and
21st miles in presence of his friends &
that he would be satisfied. This was
put in by Defendant to show that the Plaintiff
was not present when the measurements
were made and that consequently he could
know nothing about them. The Sub Overseer
took another view of it altogether & attempted
to lay great stress on the fact that work
was measured only in the 21st mile although
Plaintiff mentioned 17th & 20th miles in the copy
letter. I pointed out to the Court that the
Overseer's measurements showed that he measured
between 21st mile & gravel in 17th
mile, and for the Overseer to go from 21st
to 15th mile; he should pass the 17th & 20th
miles. Sub Overseer & Parichew declared
that he inspected these miles on the 18th
October 1873 and that no work remained
to be measured in those miles. The work
that he did measure on that date being
a portion which was left unmeasured
because

because it was not properly stacked when
measuring on the 2nd September 1873 (or
a days after my each measurement) that
it was a common thing for Contractors in
writing to Overseers about work done to
invariably state that they had done more
work than actually is the case, this I
believe is the experience of nearly every Officer
in the Department.

9. The Plaintiff produced three books written
who swore to the fact that the Sub Overseer
Parichew measured the Plaintiff's work in
October 1873 and that a paper which was
produced in Court was a copy of the
measurements made by the Overseer & which
the Overseer read out to them & was copied
at the time. The Sub Overseer when put
on his oath denied having ever read out the
statement of measurements & produced his
measurement book showing that he made a
final measurement on the 18th October 1873
of the Plaintiff's work in which there was
17-8 a due to the Plaintiff for 13 cyds
between stone supplied to 21st mile & 17th mile
gravel in 18th mile - Overseer Aganarooty
Pillai also swore that he was present on
the 18th October (taking overcharge of the
Tulug from the Sub Overseer) on his return
from sick leave, when Parichew made
the final measurement of Plaintiff's work
and

and that there was nothing more than
No 178 - due to the Plaintiff.

10. The Plaintiff when put in the
witness box said that the measurement
list which he produced before the Court
was taken by his tracing (he is no more
than a common copy himself) i.e. the
Sub. Officer's measurement - when asked
if the measurement he produced was the
paper given him by his tracing he said
it was a copy, and when asked who
copied it, he said a Hindu but could
not tell his name. This paper written
by a nameless Hindu has been accepted
by the Sub. Judge & a decree passed for
a large amount upon its veracity.

I respectfully trust that I have
shown to satisfaction that the case
has not fallen through from any short
comings on my part, & I enclose copies of the
evidence supplied from the Court which I
am sure will fully bear me out in my
opinion.

The submission of this report has been
delayed for want of copies of evidence from the
Sub Court.

Very Res.
[True Copy] W. J. Kilar, Supervisor
Secy. District Commr.

W. J. Kilar
St. Engineer, Bangalore.

Letter from the
 Inspector of
 Malabar dated
 24 March 1875
 No 222 dated
 24 March 1875

In a letter from
 the District
 Engineer Malabar
 to the Secretary
 to Government
 No 222 dated
 24 March 1875

No 222
 District Engineer
 Malabar
 To
 The Secretary to Government
 Public Works Department
 Madras

Adverting to G.O. No
 3289 dated 20th November last
 I have the honor to
 forward copies of
 documents as per
 margin and to state
 that in his Plaint
 Contractor Melappa
 Babatha alias Kalyan
 sued the Supervisor in charge
 of the local Range for the
 recovery of Rupees 34-2-5
 consisting of the following
 items.
 Balance

- 1 Letter from W. Superintendent
 Malor No 5612 dated 9th
 February 1875
- 1 Decree in small cause
 Suit No 970 of 1874
- 9. Evidence
- 1 Extract from Calendar
 in case No 16 of 1873 giving
 the file of the Deputy
 Magistrate Malabar

Balance on 9th September - Rs 40-0-0
 Value of Broken Stones 156-4-0
 do of gravel 80-7-9

Interest on 40 Rupees
 from 10th September 1873
 and for the rest from 1st
 November 1873 at 12 per
 cent per month 276-11-9

Total Rs 341-2-5 The correct
 total is Rs 340-14-5
 but in the original
 and it is given as
 Rs 341-2-5-

The Subordinate Judge at Calcutta
 has decided that the Super-
 visor in charge of the Calcutta

Range should pay the Contractor Rupees 349-7-9 viz.

Amount decreed Rs 269-11-9

Interest thereon at

12 per cent per annum

up to January 21st 1875 40-0-0

Left payable by Defen-

dant to Plaintiff 40-0-0

Total Rs 349-7-9

2. The chief ground on
 which the Sub-judge has based
 his

his decree appears to be an imputed
 agency on the part of the
 Contractor Kaloo Kooty & Co
 (Plaintiff) and the Supervisor
 in charge of the Calcutta Range
 (Defendant) regarding this I
 should notice that this legu-
 lator who was the 6th witness and
 for the prosecution in the case
 brought by Mr Lalor against
 the Plaintiff by Range and
 Assistant Magistrate in re-
 spect of the contract on that
 occasion what he had stated
 before Mr Lalor and then was
 noticed by the Deputy Magistrate
 in his judgment and in
 Enclosure No. 1 that in his
 judgment the Sub-judge found
 it to be the fact that the
 made by the Contractor and
 his witnesses who were on the
 in accordance to those of the
 Supervisor and Quincey

marcooty Pillay, and Parichan,
this strikes me as somewhat
extraordinary.

3. The 2nd ground is
that Mr Lalor did not pay
for 32 cubic yards of broken
stone, this is fully explained
in para 6 of Mr Lalor's letter
to the effect that he had re-
fused payment, owing to the
want of material but that it
was subsequently used by
Mistry Vinyatacharya, pro-
bably in collusion with the
Contractor and without the
knowledge of Mr Lalor &
can believe this chiefly from
Mr Lalor's statement, and in
my own defence from the fact
that the Mistry reported this
when he was summoned as a
witness.

As regards Exhibit
A.I. Lord's leaf letter from
Plaintiff

Plaintiff to Sub Overseer) stat-
ing that the Contractor did
work on the 19th and 20th miles
and asking the Overseer to
measure it in the presence of
his (Contractor's) Mistry. It
has been clearly refuted, on
 oath, by Overseers Parichan, and
Samarcooty Pillay, that when
the former actually measured
the work on the 18th October
at the 21st mile in the presence
of the latter, he found no
work at all done by the Con-
tractor on the 19th and 20th
miles, yet the Sub Judge states
that he cannot credit this
evidence.

Taking these points into
consideration, I am decidedly
of opinion that the deed
is untenable, and that Mr
Lalor was in no way to blame
in the transaction. Under
the

[Illegible handwritten notes]

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68-3-76

Ex 2010074 No 3289

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{ N. E. L. 2.1.2.7-Hand

1871 Nov 14

The Bodley Club

[illegible]

of the Secretary to the
Board of Directors

222

Patrizi March 1891

Encls: 4

Stromboli, Catania, 4.12

papers relating to
the said household

A. Constrictor nana Nelson

Henry Davis against
the Superintendant

10

9.0. bud 2.253-75-

to cubic yards of stone
 objected to by him,
 but surreptitiously used
 by Ministry Bengtsson,
 whose services it is
 presumed have been
 dispensed with for the
 future.

There is no appeal,
 and the costs of defend-
 ing the suit are passed.

G.H.W.

The H.B. school school
 Controller of P. & S.

Chaff 1-3-75

Mr. Deane

Letter from the District Engineer, Malabar
 No 222 dated 2^d March 1875

For orders

Submitted for
 Orders

It would appear
 that a payment in part

There is no appeal. The judge
 must be accepted as final.
 The local officers exonerate
 the Colonel. He has said that
 he failed to discharge part of
 the acc. due for material used
 - The explanation that I was
 not the master of the stone for which
 I was charged, though rejected
 at first, was subsequently
 used. But that the
 claim for stone and
 gravel stated in the

at least of the Rs 40
 claimed should have
 been made by Mr. Major
 that amount was
 charged, though rejected
 at first, was subsequently
 used. But that the
 claim for stone and
 gravel stated in the

1875

M

plaint to have been
supplied after the 9th
September cannot be
sustained under the
contract which limits
supply to within 60 days
of the 3rd June. Moreover
the execution of the work
is not proved - and cannot
be admitted without
granting that Subcon-
ductor and Supervisor
Lalor, Overseer Dyannar-
coolly Pillay and Maistry
Raricheim have perjured
themselves.

Under these cir-
cumstances a reference
of whatever kind may be
legally admissible seems
advisable, as the encouragement

to roguish Contractors
who abound in Malabar
would otherwise be very
great.
C.M.W.

under the line at
the bottom of the
7

1001

629-630

U. S. DEPARTMENT OF THE INTERIOR

PUBLIC WORKS

Int. Comm.
Gravel

Gravel

Gravel

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Gravel

*Proceedings of the Madras Government, Public Works Department,
25th March 1875.*

No. 631. Read the following letter from J. W. RUNDALL, Esq., District Engineer, Tinnevely, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Camp at Authur, 4th March 1875, No. 184 —

I HAVE the honor to forward, herewith, a revised estimate for the Streeviguntum Munsif's Court, and beg to explain that the necessity for this has arisen, first, from an omission in the original estimate which was prepared in my office; secondly, for a demand for compensation for palmyra and other trees on the Government land on which the Court House is built

- 1 Revised Abstract Estimate
- 1 Comparative Statement
- 1 Estimate for constructing Ryots' shed, &c.

2. The omission from the estimate was 163 cubic feet of wood for joists for the terrace of the side rooms, and I regret that the estimate with such a considerable error in it should have passed out of my office.

3. The amount of compensation for trees settled by the Collector was Rupees 100.

4. It appears that the trees were held on puttah though the land is Government, classed as waste, a tenure peculiar, I believe, to this district.

5. There is a saving in the rate for terrace work and minor savings in superintendence and sundries which reduce the excess on the original estimate to Rupees 360, and under the explanation afforded above I trust the same may receive sanction. The total cost of the Court House will be 5,560 Rupees.

6. I have also, at the request of the District Judge, prepared a supplemental estimate for a witness' shed and for a compound wall. The necessity for the former was not pointed out by that gentleman when the plan and estimate were originally sent for his approval, but it is, I think, a necessary adjunct, and I have estimated for an open tiled shed 24 feet by 14 feet.

7. The compound wall is said to be required, as distrained property has to be kept close to the Court. I have, therefore, allowed for a brick in clay wall with brick in mortar coping, the whole roughly pointed and whitewashed. I trust, therefore, that the supplemental estimate, which amounts to Rupees 1,340, may be approved and sanctioned.

No. 632. ORDER THEREON, 25th March 1875, No. 843.

CIVIL WORKS, No. 35.

The excess of Rupees 360, being sufficiently explained, is passed.

2. Provision of a witness' shed and compound wall will be considered in the Judicial Department.

(True Extract)

(Signed) G. W. WALKER, Colonel, R.E.,
Secretary to Government.

To the District Engineer, Tinnevely.

.. Controller of Public Works Accounts.
.. Judicial Department.

Exl. S. T. Austin.
Spare Copies

No 184. Timmewally District Engineer's Office
Camp. Mithur. 4th March 1875

To
J. S. Purdall Esq.
District Engineer
Timmewally

Colonel G. A. Walker R. C.
Chief Engineer and Secretary
D. F. W.

Source 3. Sir, I have the honor to forward herewith
revised abstract of revised estimate for the strenuous
unates. In view of the Court, and beg to explain that
information the necessity for this has arisen first from
abundant. the necessity for this has arisen first from
unates for the omission in the original estimate
touching of which was prepared in my office; secondly
for a demand for compensation for the
unates of the Government
unates on which the Court House is built
The omission from the estimate was
the charges of the Court House for the
tenants of the Court House, and I regret
that the estimate with such an important
able error in it, should have passed out
of my office.

The amount of compensation for
trees sold by the Collector was Rs 100.
It appears that the trees were
sold on a plot though the land is Government
land, classed as waste, a tenure peculiar
I believe to this District.

5. There is a saving in the rate for
terrace work and minor savings in labor
introduction and salaries which reduces
the excess on the original estimate.

and under the explanation, it should be
I trust the same may be considered as
The total cost of the Court House will
be 5560. Rupees.

6. I have also at the request of the
District Judge prepared a supplemental
estimate for a number of other items for
a Court House wall. It is necessary for
the former was not paid for and by the
gentleman when the estimate estimate
were originally sent for his approval, but
it is I think necessary, and
I have estimated for an additional 2400.

7. The complaint wall is also I have
prepared a list of items properly to be
placed to the Court House. The same is
for a period in the wall. It is a
in mortar copy, the whole roughly painted
and whitewashed. I trust therefore that
the supplemental estimate, which amounts
to Rs 1340, may be approved and sanctioned.

I have the honor to be

Yours Obedient Servant

J. R. P. P. P.

District Engineer

*Proceedings of the Madras Government, Public Works Department,
25th March 1875.*

No. 633 Read the following letter from Colonel F. J. MOBERLY, R.E.,
Superintending Engineer, Chingleput, to Colonel G. W. WALKER, R.E.,
Secretary to Government, Public Works Department, dated Camp at
Ponnery, 20th March 1875, No 4,378:—

I HAVE the honor to request an additional allotment of Rupees 210 under the
head of "Repairs" "Military" for house-rent to the Military and Medical subordi-
nates, the amount of bills passed by the Controller of Public Works Accounts
up to date is Rupees 6,764, whereas I could appropriate only Rupees 6,553 for
this item from the funds at my disposal.

2. I beg to surrender Rupees 132 from the Minor New Works allotment
of this district under "Military."

No 634. ORDER THEREON, 25th March 1875, No. 844.

ACCOUNT, No. 45-A.

THE sum of Rupees 210 required
under Repairs Military for house-rent
will be allotted from the amount held at
disposal of the Chief Engineer under Repairs Military.

2. The sum of Rupees 132 surrendered under Minor New Works, Military,
will be held at the disposal of Government.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the Superintending Engineer, Chingleput.
.. Controller of Public Works Accounts

Exd S T. Austin.
Spare Copies

No 4378

CHINGLOPUT DISTRICT ENGINEER'S OFFICE,
Canton, China
22nd Dec 1875

From

THE DISTRICT ENGINEER,

Chingloput

To

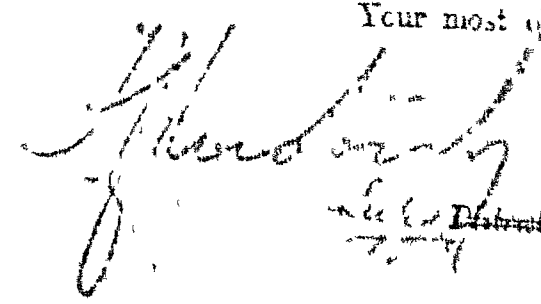
Sir, I have the honor to acknowledge the receipt of your letter of the 10th inst. regarding the amount of "Repair" bill for the house No. 1 of the Military and Naval Subordinate, the amount of which is stated by the Controller of Public Works as being up to date to be Rs. 676.40, whereas I can only appropriate only Rs. 635.83, for this item from the funds at my disposal.

I have to surrender Rs. 132 from the Military and Naval Subordinate of the District under Military.

I have the honor to be,

Sir,

Your most obedient Servant,



Colonel, R. E.,

District Engineer Chingloput.

Proceedings of the Madras Government, Public Works Department,
25th March 1875.

Read the following letters :—

No. 634-A. From Lieutenant-Colonel J. GODDARD, R.E., District Engineer, Presidency, to Lieutenant-Colonel J. MULLINS, R.E., Chief Engineer for Irrigation, dated Fort St. George, 15th February 1875, No. 6,198.

I have the honor to inform you that the estimate, amounting to Rupees 430, for marking out contour lines sanctioned in G. O., No. 1,682, dated 22nd June 1874, will be insufficient.

2. A comparative statement is under preparation.

No. 634-A.A. From the same Officer, dated Fort St. George, 28th February 1875, No. 6,317.

In continuation of paragraph 2 of my letter, No. 6,198, dated 15th instant, I have the honor to submit a comparative statement showing an excess of Rupees 377 over the original sanctioned* estimate for marking out contour lines of all tanks in the Presidency District.

2 The excess is due to an oversight in charging 9 Annas for fixing each stone, which is quite inadequate.

3. Work to the extent of Rupees 430 has been completed, and I beg you will be pleased to sanction the excess of Rupees 377, and place funds at my disposal as soon as possible to enable me to complete the work before the end of the current official year.

No. 634-B. ORDER THEREON, 25th March 1875, No. 844-A.

IRRIGATION, No 44-A.

Account.

The supplemental estimate of Rs. 377 for fixing bench-marks on the contour lines of tanks in the Presidency District is sanctioned in connection with G. O., No. 1,682, of the 22nd June 1874.

2. The Government having no funds available, the Chief Engineer for Irrigation will place the sum required at the disposal of the District Engineer from the balance in his hands.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer, Presidency.

- .. Chief Engineer for Irrigation, with two enclosures
- .. Controller of Public Works Accounts

Exd S T Austin
Spare Copies

THE DISTRICT ENGINEER

No. 1875-2817
No. 1945

THE DISTRICT ENGINEER

No. 1875-2817
No. 1945

No. 1875-2817
No. 1945

Enclosure
No. 1875-2817
No. 1945

PUBLIC WORKS

25th March 1875

25th March 1875

25th March 1875

25th March 1875

32-7-2-174 1855
No. 6198.

No. 6198.
From,

The District Engineer
Presidency

To,

The Chief Engineer
for irrigation.

Sir,
I have the honor to inform you
that the estimate submitted to No. 4138
for marking out contour lines, sanctioned
in G. O. No. 1652 dt 22nd June 1874 will
be insufficient.

A comparative statement is
under preparation.

I have the honor to be
Sir,

Your most obedient servant

W. J. G. S. M. D. P. R. L.

District Engineer
Presidency

Dist. St. George
15th July 1875

Edg.
T. P.

7/20/1941

To: The Chief Engineer
for Irrigation

1260
apparatus
hemol.
can.
- 9 -

Enclosed
for the
Hon. Secy.
of the
Treasury
is a
copy of
a
letter
from
the
Hon. Secy.
of the
Interior
dated
June 22nd 1892
relating
to
the
Presidential
District.

2. The brass is due to an oversight in charging 9 annas for fixing each stone which is quite inadequate.

3. Work to the extent of Rs 430 has been completed and I beg you will be pleased to sanction the excess of Rs 377 and place funds at my disposal as soon as possible to enable me to complete the

~~the~~

the work before the end of the current
official year.

I have the honor to
Sir,

Your most obedient servant

Wm. G. Brown
District Engineer

At St. George
18th Dec. 1881

Geo. H.

P. H. Hefel

L. O. No. 232.
of 24th Feb 1875.

none

For Cholera

and Dist. Engineer
D. H. 1875. Dist.
No 183.
The Chief Engineer

for irrigation.

G. O. No 844 A. 25. 3. 75.

dated 20th Feb 1875
Recd. 20th Feb 1875
And. 19th March
No. 6317

En. 2. 2. 2. a comparative
statement showing an
excess of Rs 377 over the
original sanctioned al-
limate for marking
out contour lines of
all tanks in the
Prong District & 20,000
sanction for the same

aa
No 34

19. 3. 75

Proceedings of the Madras Government

Read the following:-

From the Chief Presidency (H. S. No 6198 d/15 Feb 1875)

From the Chief Presidency (H. S. No 6317 d/20 Feb 1875)

G. O. No 844 A. 25. 3. 75

The supplemental estimate
of (Refers 377 for fixing bench
marks on the contour lines
of tanks in the Presidency
District is sanctioned, in
conjunction with G. O. No 1689
of the 22nd June 1874.

2 The Government having
no funds available, the
Chief Engineer for irrigation
will place the sum required
at the disposal of the District

to the District Engineer (Madras) Engineer from the balance
of the Chief Engineer for irrigation in his hands.
Controller of P.W. Works. Dated 7-4-75

1836 1837
Govt. of 1875 Madras.
PUBLIC WORKS.

W. E. M.
N. B. Presidency.

1875

1875

G. O. 25 March 1875

634A-634B.

Thanks in the Presidency.
Dist. - The supplemental
estimate for fixing bench
marks on the contour lines
of — sanctioned. The
Chief Engineer for Springs will
to place the sum required
at the disposal of the
District Engineer from the balance
in the hands.

Proceedings of the Madras Government, Public Works Department,
25th March 1875.

No. 634C. Read the following Proceedings of the Madras Government in the
Financial Department, dated 18th March 1875, No. 608:—

Read letter from the Controller of Public Works Accounts, through the Public
Works Department, dated 18th February 1875, No. 10,080.

THE outlay by Civil Officers on repairs or petty works for which no esti-
mate and completion certificates are furnished by Public Works Officers should as
a matter of course be left out of consideration in calculating the amount to be
charged on account of Public Works Establishment. The case is not so clear as
regards works for which plans and estimates are prepared by officers of the Public
Works Department, but the old rule, that the charge shall be calculated on outlay
by Public Works Officers only, will not be altered unless it is found by experience
that the Controller is correct in anticipating that, under existing arrangements,
Provincial Funds will have to bear very heavy charges on account of Establish-
ment

2. The Government do not exactly understand the objection raised in para-
graph 4 of the Controller's letter to the procedure followed by the Accountant-
General, but in G. O., dated 16th January 1875, No. 74, it was laid down that grants
from Provincial Funds should be dealt with in the accounts in the manner pre-
scribed in the last clause of Rule X. of the Rules issued in the Resolution of the
Government of India in the Public Works Department, dated 1st October 1873,
No. 2,415, copy of which was communicated to the Accountant General in G. O.,
dated 8th October 1873, No. 1,441. All Establishment charges on account of
Local Fund Works should of course be debited against Local Funds, but as the
lump grant appears as an item of Provincial expenditure it will be necessary to
prevent exaggerated entries in the general accounts of the Presidency, to deduct
the amount of the grant-in-aid from the total Local Fund expenditure, and thus
bring out the net charge debitable to Local Funds.

(True Extract.)

(Signed) W. HUDLESTON,
Chief Secretary.

No. 634D. ORDER THEREON, 25th March 1875, No. 844-B.

ACCOUNT, No. 45B.

COMMUNICATED to the Controller of
Public Works Accounts.

(True Extract.)

(Signed) G. W. WALKER, Colonel, R.E.,
Secretary to Government.

To the Controller of Public Works Accounts, with G. O., No 1,196, of 1874.

Exd S. T. Austin
Spare Copies

Financial Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read the following letter from
the Controller Public Works Accounts
through the Public Works Department
dated 15 February 1878 P. 13080.

Order thereon 18 March 1878 P. 13080.

The outlay by Civil Engineers of
repairs or Petty Works for which no Estimate
and Completion Certificates are furnished by
Public Works Officers should as a matter of course
be left out of consideration in Calculations
relating the amount to be charged in account
of Public Works Establishment. The case is
not so clear as regards works for which plans
and Estimates are prepared by Officers of
the Public Works Department, but the old
rule that the charge shall be calculated
on

on outlay by Public Works Office only, will
not be altered unless it is found by expe-
-rience that the Controller is correct in anti-
-cipating that under existing arrangements
Provincial Funds will have to bear very
heavy charges on account of Establishment.

2. The Government do not exactly
understand the objections raised in para 4 of
the Controller's letter to the procedure followed by
the Accountant General but in G.O. dated
16 January 1945 Dept. it was laid down
that grants from Provincial Funds should
be dealt with in the Accounts in the manner
-now prescribed in the last clause of rule 2
of the rules issued in the Resolution of the Govern-
-ment of India in the Public Works Depart-
-ment dated 1st October 1943. It was also
which was communicated to the Accountant
-ant General in G.O. dated 8th October 1943
No 1441. All establishment charges on account
of Local Fund Work should of course
be debited against Local Funds, but as
the lump grant appears as an item
of

of Provincial expenditure it will be nec-
-essary to prevent exaggerated entries in
the General Accounts of the Presidency, to
deduct the amount of the grant-in-aid from
the total Local Fund Expenditure and then
bring out the net charge debitable to Local
Funds.

(For Extract)
Signature for
Chief Secretary

To
The Public Works Department. with File No. 1196 for
Accountant General. Comm. to the Controller.

G.H.

Sanford Collectors Office
 Talienus 17th March 1875

No 50

No

P. W. 1875 Delph

Cost. of 1871 No. 1833
 21330785.

Re. of the head road.
 J. W. Delph.

G. O. No. 84413 25.3.75

Dated 18th March 1875. No. 608

Recd 19th - 11

Hos.

Paying orders
 on the subject of
 the adjustment
 of Ball's charges
 on account of outlay by
 Civil Service on 18th March
 1875. Works for which no
 estimate or completion certificate
 furnished by Civil Service.

G. O. No. 13 24 25th to the subject of
 Public Works Accounts -

W. W. W.

The Controller of P. W. 1875 Delph

Go 14th Feb 1875 No. 25-26
 17th Feb 1875 - 237-238
 3rd Dec - 27-28
 19th - 28-40
 1st Feb 1875 - 18-19-20
 20th - 20-21

Catastrophe. Pro
the Debt on the subject
of the adjustment of an
account on paper, and
appears in Adams or other
forms for which no estimate
and compensation certificates
are furnished by the House
from Q. to the line L. 17
December.

No. 50
 Tanjong Collectors office
 Telukang 17th March 1875

From
H. S. Thomas Esquire
Collector of Tanjore

The Hon^{ble} W. Hudleston
Chief Secretary to Government,
Fort St George.

✓

In order that the title of Government to lands purchased for the North Indian Railway may not be liable to be in any way questioned hereafter, I have instructed the Deputy Collector specially appointed for this duty to put in force the procedure prescribed by the Land Acquisition Act in all cases in which lands have been already acquired, as well as those in which they have yet to be acquired.

2 The first step towards giving effect

effect to this precautionary measures
with respect to lands already purchased
as well as those for which applications
with tracings have been received through
the Consulting Engineer, is the publication
of a declaration by Government under
section 6 of the act and I have the
honor to submit for this purpose a
schedule of the lands together with a draft
of the declaration, and beg to request
that it may be published with the Schedule
in the Fort Saint George Gazette

I have the honor to be,
Sir,
Your most obedt. Servant
A. Thomas.
Collector

Copied
and
sent

10/24/40 P.M.D
Proceeding

effect to this precautionary measure

none

P. 32. 1875 Deph.

Department
From No. 1994
The Collector
of Tanjore.

Pro:
The Secretary
to Government
Madras

Dated 17th March
Deph 20th do } 1875
Recd. 25th - N. 430

Enclosure 2

Forwarding a Schedule
of the land with a draft
of the declaration and
requesting to publish the
the schedule in the Fort
Saint George Gazette.

N-634, 8

Plt. D.
G. O. No. 844. C. 29. 3-75

~~Plt. D.~~ P. M. D.

Proceedings of the Madras Government
Under date the 25th March 1875
Read the following

From the Collector of Tanjore } (P. E. N. 430 d/17 March/75)
Thro' the Ch. Secy to Govt.

G. O. No. 844. C. d/ 29th March 1875

Ordered that the
declaration and Schedule
received with this letter be
published accordingly in
the Fort St. George Ga-
zette.

Plt. D.

63
6

Supt. of Govt. Press
with Declaration & Schedule

Collector of Tanjore

Com. Inq. for Regs

Rev. Dept

Ind. Dept

29-3-75
Crd - 7-4-75

1994

Govt. of 1875 Madras

PUBLIC WORKS.

Sept. 10th 1875
P.W.D.

1875

1875

1875

1875

1875

1875

1875

Lands (P.W.D.). The schedule of lands purchased for the P.W.D. and declaration forwarded by the Commr. of Tanjore ordered to be published in the Fort Saint George Gazette.

No 577.

No 50. Cumbeem Range.

Cumbeem 23rd Nov 1875

From

The Commr. in Charge of Cumbeem Range.

To

The District Engineer, Madras.

Subject.

Condition of Cumbeem Range Establishment.

Sir,

I am sorry to inform you that I have been laid up for the last few days with severe fever, and cannot get up if it has left me yet. I am very much shaken and weakened and unable to sit up any length of time for work.

The Deputy Accountant left for the other day very ill for Madras on his leave.

The Deputy Accountant's Assistant, my subordinate has been laid up with fever from the 12th instant and is quite unable to move about.

The Draftsman is also very much
weakened from fevers.

My Salary Writer is the only hand
alive for work, and he does not under-
stand accounts.

If I were strong and well, I
would not trouble you at all for extra
assistance, but in my present debilitated
condition, I must say, I cannot cope
with the work. These frequent attacks of
fevers are very distressing.

The end of the month is approaching
and there will be nobody to assist in
the accounts. I must therefore beg
that you will order me down assistance
of some kind. I would not like the
Range to fall into arrears.

I beg to remain
Sir,

Yours most Obedient Servant.

Wm. H. Bond

Clerk in Ch. Cumburn Range

/ True Extract /

W. H. Bond
District Engineer

No 3 of Cumburn Range Office
9 February 1875.

No 729 From The Overseer in charge
Cumburn Range
To The District Engineer
Hurnest

Sir
I am again sorry to bring to your
notice the sickly state of my Establishment.
I have just recovered from a severe
attack of fever, which lasted on me for
6 days.

The Extra Overseer of Cumburn
is very low with the fever, and has been bad
almost since his arrival in the Range so
that the work I set him to do, which is
of great importance, viz: the Cumburn
Tank Channel, is at a stand still. I
will thank you to detail me a Special
Surveyor for this work which of great
importance, emergency and magnitude.
I am sending in a statement of survey
parties to be detailed to this Range, but
I would like very much to have a

Mr H. Bond
2/1/75

Manion for channel work. I think under
these special circumstances he may be detailed
The Local Fund Committee. Mr.
Kipp was very bad the other day. In
fact grave hopes were entertained of his
recovery. He is better now.

My Office Establishment have
one by one had their share and are looking
miserable objects.

The new Draftsman just come
from Kurnool has just this moment gone
to the Hospital for treatment.

Not to say the Fever is only
confined to us. I find that nearly all
the Revenue Surveyors, peons and others
are similarly afflicted. The Medical
Officer of the Station is himself bad with fever.

My wife and child are both
bad with fever.

Such a state of affairs is very
discouraging especially to one who has
a great deal to do. However I am
managing as well as I can. I would
thank you very much to detail a
Surveyor for the Cumbum Tank

Channels as early as possible
I beg to remain

Sir
Your Most Obedient Servant
(Sd/-) H. M. Bond
Overseer in charge of
Cumbum Range

(True copy)

K. Hooghly
District Engineer.

Compd. Sd/-

Memo.

Since this letter was recd. Mr.
Bond has again been confined
to his bed with fever.

1st March 1875. Mf

No. 73

District Engineer's Office,

The 1st March 1875

From,

The District Engineer,

Kurnool.

To,

The

Chief Engineer, D. P.

Enclosures, 2

Subject.

State of Cumbum Range.

Sir,

Copies of

2 letters from

Overseer

in charge of

Cumbum Range

are herewith

forwarded

for information.

I have the honor to invite your attention to the very unsatisfactory condition of the members of the P. H. Department in the Cumbum Range. The Overseer in charge of the Range, Mr. Bond, has been suffering from fever more or less since November last. The Marikapur Taluk Overseer as also the Extra Overseer have been for some time, and are still, under medical treatment from fever, and are doing no work and the Local Fund Overseer, Mr. Shippo has been dangerously ill from fever, and is only now slowly recovering. Two of the Taluk and Local Fund Overseers are ill and off work. Three of the Range establishment including

Accountant and Draftsman are under treatment from fever, and unable to attend office. It is so difficult to get any one to accept an appointment in the Cimarron Range that it is impossible to relieve the Office Establishment, even as a temporary measure.

Under this condition of things it is impossible that a satisfactory quantity of work can be done and it is particularly unfortunate that it should occur towards the close of the Official year.

Mr. Oversee Bond has expressed a wish to be transferred to the Cimarron Range as there is an opportunity of doing so now. I trust you will be good enough to appoint an Officer to take charge of the Cimarron Range, as soon as possible.

I beg to bring to notice that the Sub-Divisional Officer's appointment sanctioned in G. O. No. 770 dated 11 March 1872 for this District has been vacant up to date, and as there is a probability of many important works being commenced next Official year, it would be a great relief to the Range Officer if the appointment was filled up. Constant supervision of work and check over measurements made by Surveyors and others, is an important

part, with the present Establishment it would be difficult to do it systematically and as I would wish I therefore trust you will consider my request favorably, as to the appointment of a Range and Sub-Divisional Officer to this District.

I have the honor to be
Sir,
Your most Obedient Servant.
W. H. Chapin
District Engineer.

W. H. C.

MS-8-25

improve his health, but I am sorry to say that he is keeping very bad health.

The Markapur Oversee is still suffering from fever.

Regarding myself I regret to say that I am driven at last into a corner, I am very bad, I have had the fever from the 26 January up to date, I am very weak and helpless.

I leave this tomorrow with establishment for Kurnool. I cannot help this, as we cannot shake off the fever.

The accounts have also to be paid. I fear I will have to go on leave for some time.

I beg to remain

Sir

Your Most Obedient Servant
(Sig) H. M. Bond
Oversee in charge

(True Copy)

H. M. Bond
District Engineer

Camp Taluk

No. 17

District Engineer's Office,
Taluk

Camp

The 6th March 1875.

From, The District Engineer,
Kurnool,

To, The Chief Engineer

Enclosures,

Subject, Fever in Cumbum Range

Sir,

In continuation of my letter No. 13 of 1st March 1875 I have the honor to forward copy of a letter from Mr. Bond, Oversee in temporary charge of the Cumbum Range for information.

2 He leaves Cumbum for Kurnool with my permission.

I have &c

H. M. Bond
District Engineer

44/6

READ the following.—

His Excellency the Governor in Council greatly regrets to receive such continued bad accounts of the un-healthy state of the Mineral District. The vacant Range and Special charges will be filled by Supervisors Francis and Wickens at their return to duty.

Mr 28/3
This strengthens
the case for
keeping on
the change
(proposed in
the Rev. Dept)
respecting
Curriculum.

Kernoch

1674-75

1587
igniter

2,

IT

Chief Engineer

21

11

1871 6
1872 10 } March
1875

TABLETOSURES

Subject Water in the

Condemned

S.O. 10844.2. 30.3.75

W 23-3-75

2634-634

M. S. desp. to

St. Louis, Kansas

Horned

Presidency

Contr. Pr. Act. 10.4.75

30 March 75

7 M. S. 2nd Act.

1453 ✓

1587 ✓



GOBL. OF HIST. RECORDS

PUBLIC WORKS.

Ante Eymais

Imperial

1587

1587

U. S. History

U. S. History

U. S. History

Francis and Nathan
Harrison, ordered to
fill the vacant places
and Special Charge in
the Bureau of Indian
Affairs to duty.