

(1) Number of pages 212
(2) Date of repair 1945
(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works

DEPARTMENT.

G.O. No. 2957

Press
Mis-

Dated

3-11

1876.

Not to be folded or roughly handled

No. 60.

Read the following letters :—

From Major H. R. MEAD, R.E., District Engineer, South Arcot, to Major-General G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Camp at Shateatope, 6th October 1876, No. 123.

As promised in my letter, No. 113, dated 14th ultimo, I have the honor to forward a copy of the judgment and decree of the Oopalavady suit. I am having the evidence translated and copied in my office and will forward them as soon as completed.

2. With regard to the judgment, I can only remark that I do not consider it is founded on the evidence. Mr. Wiffen's evidence has been entirely put on one side, and that of the second defendant Narrainasawmy Naidu and the maistry has been accepted as true. I am very glad therefore that Government have, in G.O., No. 2,550, dated 22nd September 1876, given authority to give notice of appeal, and trust that on appeal the damages may be reduced.

3. I cannot of course excuse Mr. Wiffen for his utter carelessness with regard to this work, his neglect both in the execution of the work and in not having taken proper check measurements has caused the suit, and his not being able to produce good written proof of his check measurements is the reason of the loss of the suit in the Munsif's Court. Had he, in 1874, gone carefully over the work and made up the Contractor's account, instead of delaying until the end of 1875, his evidence would have been very valuable and must have, I believe, gained the suit. I regret to have to add, however, that this is not the only work in the range over which there has been great difficulty in closing the accounts owing to the absence of recorded check measurements and to the way the works have been allowed to be executed.

No. 60-A. From the same Officer, dated Camp at Cuddalore, 14th October 1876, No. 137.

As promised in my letter, No. 133, dated 6th October 1876, I have the honor to forward copies and translations of the evidence in the Oopalavady suit.

2 Copies of depositions.
6 Translations of depositions.

2. The grounds on which I propose to base the appeal are as follow :—

I.—In the judgment no credence has been given to Mr. Wiffen's complete measurement made out in September 1875 from notes, part of which are before the Court, the others having been lost when Mr. Wiffen was robbed; on the other hand, every credence is given to measurements taken at different times by the second defendant and maistry, part of these are daily measurements which the first and third defendants state to be impossible to take correctly, and the measurements for the portion of the work east of the Pondicherry road are manifestly in excess of the work done, because this work was completed as estimated and partially washed away. Mr. Wiffen in his evidence gives from his note-book the lengths that were injured (the breaches), and shows that only a portion was destroyed, for, however, the work done in repairing this damage, the maistry's account exceeds the total quantity of work originally estimated.

II.—In paragraph 17 the Munsif states that the first defendant was not in the habit of checking earthwork on the evidence of the second defendant; this is not in the evidence.

III.—The offer of compromise is no proof of the third defendant thinking the first defendant's accounts are incorrect.

IV.—There is nothing in the evidence to show that the plaintiff had to or did execute work again and again; the only portion done twice was that east of the Pondicherry road and the bund.

V.—The judgment is not in many places founded on facts or evidence, and shows throughout a leaning towards the plaintiff, not a single point in favor of the defendant is even noted on.

3. The last day for notice of appeal is the 29th October 1876, a fee of Rupees 90* is required for it; as in G.O., No. 2,550, dated 22nd September 1876, authority is

* Value of stamp paper.
given for the appeal, I will before that day request the Government Vakeel to make it.

No. 60-B. From the same Officer, dated Camp at Cuddalore, 24th October 1876;
No. 142.

I HAVE the honor, at the request of Mr. Wiffen, Assistant Engineer, to forward a copy of a letter from him, commenting on the judgment of the Cuddalore District Munsif.

1 Copy of letter.
1 Do. of takeed.

2. I fully agree with Mr. Wiffen that the judgment is one-sided, and the Munsif has not taken, I may say, any notice of the defence; but I do not see that Mr. Wiffen's letter in any way relieves him of the consequences of his carelessness in not having made up the contractor's accounts before 1875, more than a year after all work was stopped on the channel.

From Deputy Assistant Commissary G. E. WIFFEN, Assistant Engineer, Cuddalore Division, to Major H. R. MEAD, R.E., District Engineer, South Arcot, dated Villapuram, 18th October 1876, No. 420.

I HAVE the honor to acknowledge the receipt of your sanction to my sending in an explanation to a decision passed by the Cuddalore District Munsif this day, viz., 18th October 1876, and in reply beg to offer the following:—

Copy of takeed, No. 22, dated 9th September 1874, to Contractor Chinnasawmy Naidu.

District Munsif's No. 12.—“The only work done again after completion was from J to end of channel,” for this he has been fully allowed in my measurements submitted to the District Engineer and the Court; the breaches were measured and noted in my memorandum book filed in the Court, No. X, but of which the Munsif takes no notice whatever, which book has not yet been returned to me. I therefore cannot give the length of each measurement.

District Munsif's No. 13.—There was no actual contract taken; the man was to be paid up as he completed the work. The river came down in heavy fresh in May 1874, and after the fresh subsided I measured the whole of the breaches in that portion for which the plaintiff claims Rupees 639 as shown in my note book No. X; the fresh merely swept away the banks and made no deep holes as stated by Pensioned Overseer Narrainasawmy Naidu, as in proof of which the breaches made by the fresh of October 1874 were much higher than those in May, and are still

remaining open; there is no breach where the surface of the ground has been cut up more than 3 inches in depth; I am satisfied that the work was done from J to end of channel in the first instance properly; I measured up the whole myself, entered the same in my work check book, paid the bill to the plaintiff with all dues. There could not possibly be any excess in the estimate for repairs over the original estimate, as not one-third of the bund was breached; the channel was silted up, but as the depth of the same nowhere exceeds 2 feet 6 inches in depth, the amount could not be great, in fact the channel as near as could be is now in the same state as it was after the fresh of May 1874.

District Munsif's No. 14.—I objected to pay the bill, as the work was measured up by a maistry. I directed the Overseer to send me a fresh bill of measurements taken by himself personally, which he has never done.

District Munsif's No. 15.—The only work done by the plaintiff to repairing damages was from J to end of channel which he completed, and for which I have allowed Rupees 420-5-0 for 6,725 cubic yards of work, which equals two-thirds of the original estimate. Whatever the 2nd defendant who has been above 20 years in the Department Public Works means that the certificate is only a mere form is more than I can understand. The maistry did not submit any measurements to me; the Overseer did with the bill. I did notice as not acceptable, as I refused to pay the same. I could not have denied my having not inspected the work with the Overseer, as my inspection report shows clearly I was frequently over the work.

Munsif states that my last inspection was on the 19th May 1874, and that this was a good occasion for me to check the work done by the Overseer, and check any fraud done by him; the Munsif seems entirely to ignore dates and facts here; it was on the 7th May that the first fresh came down, and the work done for the bill in dispute was not done until August 1874.

With reference to my not checking any work done, this is false. I checked all work completed, and in excavating the channel, roughly checked each yard in depth as it was excavated, but did not pay in full until sections had been completed.

District Munsif's No. 17.—The Munsif appears to forget that it was by my continual checking the late Overseer's works that he had to take his pension. I did check this work, but as the sides of the channel were not sloped nor the spoil embankments, I did not pay up the contractor in full.

District Munsif's No. 18.—I kept a check book with all entries. This book with other papers connected with this work were robbed from me when I was attacked by dacoits in October 1875; this I informed the Munsif at my examination, but which he entirely ignores.

District Munsif's No. 19.—I quite agree with the Munsif in the greater portion of this paragraph; it was on account of my having checked the work that I refused to pay the bill in dispute, but the Munsif seems to entirely ignore my evidence and records placed before him.

District Munsif's No. 21.—I took check measurements of work done, for instance 600 yards of the channel was excavated to a depth of 1 yard to full depth, for this plaintiff was paid deducting 15 per cent. until slopes were completed; for a greater portion of the channel, these slopes were not done, therefore his deductions were not paid.

District Munsif's No. 21.—These bills were sent in by late Overseer and not checked by me; the Munsif in his paragraph 15 states, “that he believes what the 2nd defendant states that the certificate is only a mere form, and that it only is a form to state that the work was satisfactorily performed;” but here he places great reliance on the 2nd defendant's assertions that “he certifies that the work for which bills have been issued were measured by himself, and that he found the same satisfactory.”

The bills J, K and L were for work completed, and which I measured up and found correct, and paid dues; as before stated rough measurements were taken to check Overseer, but the 15 per cent was not paid owing to sections not having been completed.

I frequently warned the plaintiff that I would take the work from him verbally, and find one in writing, copy of which I enclose. I measured, took levels and sections of the channel three separate times, once after May's fresh, again after September's and after October's; the two

*Proceedings of the Madras Government, Public Works Department,
3rd November 1876. No. 2,957.*

former measurements were not sent in, as after each fresh I had to do the work over again. These measurements were all with other papers stolen from me in October 1875.

District Munsif's No. 27.—I have the measurements for the bund in front of head sluice; these are entered in my *note book marked No. X* and filed in the Court; they were shown by me to the Munsif in my examination, but which he now seems to have lost sight of.

I could bring a good many other discrepancies to the front in the Munsif's decree, but as it would only be a repetition of what has been said, and as I am pressed by time to send in this, I have not gone into the same; but in conclusion I beg to state that the channel was frequently inspected by District Engineers Messrs. Norfor, Sage, and yourself; also by the Chief Engineer for Irrigation, they, except the late Mr. Sage, can all testify that the work has not been sectioned only in parts as mentioned, the *contractor claims for all*. I may have delayed the settling up of the account, but it was not my fault; I frequently requested the plaintiff to be present when I would go over the work with him, he always refused; he was also sent for to my certain knowledge by the late Mr. Sage and by yourself, but he refused to come; he kept himself quiet while those who were at the head of the department in this district and knew the whole circumstances were in the district, but directly he got a District Engineer who knew nothing of the facts, he again came forward to prosecute his so-called claims. I certainly had a very large amount of work to look after from May 1874 to August 1875, but by working by day and night I was enabled to open all communications, close all breaches in tanks, channels, &c., so that except under the Poniar anicut I was able to save the revenue; but when I received a bill from an Overseer who states that he measured up the work personally while the measurement sheet was signed by a maistry who states he took the measurements, I could not possibly pay the same, as on the face of the same it was false; also knowing that the maistry was a close relative to the contractor, and taking the width of the breaches filled in and length of channel to be cleared, which information I had by me then and still have, I know that the opportunity had been taken of the heavy fresh to attempt to cheat the Government which I have resisted.

No. 61. ORDER THEREON, 3rd November 1876, No. 2,957.

ESTABLISHMENT, No. 6A.

HIS GRACE the Governor in Council,
after a careful consideration of the judgment of the District Munsif and of Mr.

Wiffen's remarks and explanations with regard to the points noticed therein, sanctions the appeal against that judgment being prosecuted in the District Court, and Mr. Wiffen will take care that all the facts of the case are brought before that Court in such a manner as to show clearly and fully what the circumstances were.

(True Extract.)

Major-General, R.E.,
Secretary to Government.

To the District Engineer, South Arcot.
„ Chief Engineer for Irrigation.
„ Examiner of Public Works Accounts.

Exd. E. C. Shunker.

Spare Copies

Govt. of {1876} Madras.

PUBLIC WORKS.

To

THE DISTRICT ENGINEER,
SOUTH ARCOT,
&c., &c., &c.

Dated November 3rd.

Issued

Recd.

Encl.

G. O., 3rd November 1876, No. 2957.

NOVEMBER.

Nos. 60-61.

Suit, South Arcot District.—The prosecution of the appeal suit in the case of the Oopalavady Channel, sanctioned with remarks.

APPLICATION FOR PENSION
GRATUITY.

1. Name of Applicant. *Pudupakum Narayanasamy Aided*
2. Father's name. *Pudupakum Narayanasamy Aided*
3. Sect or Caste. *Gentoo*
4. Residence. *Tripathinurpalligum in South Arcot*
5. Present or last employment. *Overseer 1st Grade*
6. Date of beginning service. *1st January 1848*
7. Date of end of service. *21st June 1875*
8. Length of service including breaks
of which superior
inferior
non-qualifying and breaks... ..

	Y.	M.	D.
...	27	5	21
...	22	7	12
...	5	7	16
...	4	0	0
...	5	7	9
...	2	15	11
9. Class of {pension} applied for, and cause of application* *Invalid Pensioner*
{gratuity} *fit for further service.*
10. [Average] emoluments or pay. *R^s 14 Annas 12 and Pie 10*
11. Proposed pension. *R^s 24 Annas 14 and Pie 11*
12. Proposed gratuity.
13. Date from which to commence. *22nd June 1875*
14. Place of payment. *Ruddalore*
15. Age of Applicant on this date. *10th April 1831*
16. Height. *5 ft 4 1/2 inches*
17. Marks. *A scar in the right hand & between shoulder & elbow, a mole on the back on right side & another scar on nose between eyes.*
18. Date. *30th July 1875*

* If the application is for a compensation, pension or gratuity, the nature of the change of establishment which has given rise to the claim should be fully stated.

[Signature]
Signature of the Head of Office.

HISTORY OF THE SERVICE (SHOWING BREAKS)

Establishment.	Appointment.	Pay.	Acting allowance.
		RS. A. P.	RS.
Pand.			
Department.	Officer	7	
Little	Ministry	21	
1st Lt. Major	Ministry	35	
2nd Lt. Major	3rd Lt. Major	35	
3rd Lt. Major	4th Lt. Major	35	
4th Lt. Major	5th Lt. Major	45	
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254th Lt. Major	255th Lt. Major	100	
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256th Lt. Major	257th Lt. Major	100	
257th Lt. Major	258th Lt. Major	100	
258th Lt. Major	259th Lt. Major	100	
259th Lt. Major	260th Lt. Major	100	
260th Lt. Major	261st Lt. Major	100	
261st Lt. Major	262nd Lt. Major	100	
262nd Lt. Major	263rd Lt. Major	100	
263rd Lt. Major	264th Lt. Major	100	
264th Lt. Major	265th Lt. Major	100	
265th Lt. Major	266th Lt. Major	100	
266th Lt. Major	267th Lt. Major	100	
267th Lt. Major	268th Lt. Major	100	
268th Lt. Major	269th Lt. Major	100	
269th Lt. Major	270th Lt. Major	100	
270th Lt. Major	271st Lt. Major	100	
271st Lt. Major	272nd Lt. Major	100	
272nd Lt. Major	273rd Lt. Major	100	
273rd Lt. Major	274th Lt. Major	100	
274th Lt. Major	275th Lt. Major	100	
275th Lt. Major	276th Lt. Major	100	
276th Lt. Major	277th Lt. Major	100	
277th Lt. Major	278th Lt. Major	100	
278th Lt. Major	279th Lt. Major	100	
279th Lt. Major	280th Lt. Major	100	
280th Lt. Major	281st Lt. Major	100	
281st Lt. Major	282nd Lt. Major	100	
282nd Lt. Major	283rd Lt. Major	100	
283rd Lt. Major	284th Lt. Major	100	
284th Lt. Major	285th Lt. Major	100	
285th Lt. Major	286th Lt. Major	100	
286th Lt. Major	287th Lt. Major	100	
287th Lt. Major	288th Lt. Major	100	
288th Lt. Major	289th Lt. Major	100	
289th Lt. Major	290th Lt. Major	100	
290th Lt. Major	291st Lt. Major	100	
291st Lt. Major	292nd Lt. Major	100	
292nd Lt. Major	293rd Lt. Major	100	
293rd Lt. Major	294th Lt. Major	100	
294th Lt. Major	295th Lt. Major	100	
295th Lt. Major	296th Lt. Major	100	
296th Lt. Major	297th Lt. Major	100	
297th Lt. Major	298th Lt. Major	100	
298th Lt. Major	299th Lt. Major	100	
299th Lt. Major	300th Lt. Major	100	
300th Lt. Major	301st Lt. Major	100	
301st Lt. Major	302nd Lt. Major	100	
302nd Lt. Major	303rd Lt. Major	100	
303rd Lt. Major	304th Lt. Major	100	
304th Lt. Major	305th Lt. Major	100	
305th Lt. Major	306th Lt. Major	100	
306th Lt. Major	307th Lt. Major	100	
307th Lt. Major	308th Lt. Major	100	
308th Lt. Major	309th Lt. Major	100	
309th Lt. Major	310th Lt. Major	100	
310th Lt. Major	311st Lt. Major	100	
311st Lt. Major	312nd Lt. Major	100	
312nd Lt. Major	313rd Lt. Major	10	

[illegible]

REMARKS BY HEAD OF OFFICE.

1. As to character and past conduct of Applicant. *At first, as a te. Overseer, one of the best I have known. Under supervision from 2nd Feb'y to 2nd March, 1892, finding enquiry in Range Officer had as it was found on enquiry by Deputy Engrs. guilty of neglecting his duty, was treated with a warning dismissed on his being again reported for neglect of duty, & on his works. Under supervision from 2nd to 8 June 1892 for delinquency.*
2. Explanation of any suspension or degradation.
3. Regarding any gratuity or pension air Applicant. See Chapter XX.
a Bricklayer Inquiry got from the enclosed copy of letter from the District Engineer both of it would appear that the nature of his duties during the period has been that of estimating plan drawing.
4. Explanation under Section 47, Rule 1.
Head of the Office can give it.
5. Any other remarks.

Fort Saint George }
 Surgeon's General's Office }
 20th December 1875

CERTIFIED that (subject to the
ten days; and that an
calculations have been duly verified.

John Smith George }
17th November 1855. }
W

no. The Under Secretary
to Government
Province Report.

Donway-Lordon
Dontriller of P. W. Remont
Accountant - General.

Pension 1876 Defunct
No. 1

APPLICATION FOR PENSION OR GRATUITY

Date of application. 30th July 1875.

Name of Applicant. *Indupatnam Narananay Nar.*

Last Appointment. *Overseer 1st Grade P.H.*

Class of pension or gratuity

Amount of pension sanctioned.

Amount of gratuity sanctioned.

Date of commencement.

Date of sanction.

Within order No 53.

Office
Accountant
Works
of the
in the
Office
id from
by the
of the
Div.
y. m. 2.
12
1-1-12
1-1-12
5
2-11

PENSION DEPARTMENT.

Proceedings of the Madras Government.

Read the following papers:—

From the District Engineer South Arcot dated 30th July 1875
" Contro. P.H. Accounts dated 15th Nov 1875 A. 117 P. 1875. No. 6
" Accountant-General, dated 20th December 1875

ORDER THEREON. 22nd January 1876 No 53.

Under Sections 49 and 56/4 of the Civil Pension Code
(2nd Edition), His Excellency the Governor in Council is pleased
to grant to. *Indupatnam Narananay Nar.*
Naidu, late Overseer 1st Grade P.H. Dept.
South Arcot District an invalid pension
of Rupees (24-14-4) Twenty four annas
fourteen and pie four per mensem to which he is entitled for
his qualifying service of 22 years, 4 months & 4 days.
payable from the 22nd June 1875.

J. H. J.

To the Accountant-General, with Register.

Contro. P.H. Accounts.
" Contro. P.H. Accounts.
" Contro. P.H. Accounts.

Call name till

Govt. of 1876 Madras.
PENSION.

To
The Accountant-General,
&c., &c., &c.

Dated 22 January 1876.
Despd. _____

G. O. 22 Jan'y 1876 N^o 53.

Granting an immediate pension
of Rs 24-14-4 per mensem
to P. Narayanaiah Naidu
late Overseer 1st Grade P.W.
South Arcot District.

Statement showing the Services of P. Narayanaiah Naidu, late Salary Overseer in the South Arcot District.

Appointment	Days	From	To	Period re- quired as shown in service	Privileges recovered	Remarks
Apprentice Maistry	7 21	1 st January 1848 1 st 1852	1 st December 1851 31 st January 1855	-	4 3	Under age Of this period 1 year 3 months and 9 days was served <u>under</u> under age cannot be verified from the records of Account- tant General or those of the Controller of Public Works Accounts - Affidavit furnished.
Do	35	14 February 1855	30 April 1855	-	3	Verified by the District Engineer and by the Accountant General as Branch Layer Maistry. Affidavit furnished.
Do	35	14 May 1855	30 April 1856	-	1	Verified by the District Engineer. The designation only of the appointment of Maistry is traceable. Affidavit furnished.
Do	35	14 May 1856	30 April 1856	3 9	-	Verified by the District Engineer. The designation only of the appointment of Maistry is traceable. Affidavit furnished.
3 rd Accountant Inspector and 2 nd Accountant	35 45	1 st April 1856	30 April 1860	-	-	Annual Returns on the records of Accountant General - Affi- davit furnished.
2 nd Accountant Inspector and Salary Overseer	45 60 80 100	1 st May 1860	31 st June 1875	15 1 21	-	Verified by the District Engineer. Cannot be verified from the records of the Controller's Office - Designation only of appointment of Maistry is traceable. Affidavit furnished.
			Deduct	18 9 21 8 8	-	Verified from the records of the Controller's Office and of the Dis- trict Engineer.
				2 11	-	Deduct - Sick leave from 1 st January 1876 to 15 th January 1877 9 th March 1869 to 8 th April 1870 in January 1870
			Net period of qualifying service	18 7 10	-	Under suspension from 1 st Jan'y 1875 to 8 th Jan'y 1875

For P. George
17th Nov 1875

L. M. J. (London)
Controller of P. W. Accounts

See in No 10976

THE ENTRIES IN THESE COLUMNS ARE TO BE RE-ATTESTED EVERY FIVE YEARS; EACH ATTESTATION SHOULD BE CAREFULLY RULED OFF THE DATE MAY BE CLEARLY SHOWN.

Name of Officer.		D. Mananna Janny Chacko		Caste or Race.		Gentoo		Residence.		Cheruvu, Bangalore		Name.		D. Mananna Janny Chacko		Residence.		Mattress		Date of birth.		10th April 1831	
Age.		Years		Ms.		Days.		Feet.		In.		Exact Height.		Personal marks for identification.		Date of Entry.		Signature of Officer.		Signature and designation of the head of the Office.			
42		1						5		4 1/2		Scar A mark in the right hand between the shoulder and elbow a mole on the back on right side & another clear on nose between eyes.		17th Dec 1874 1875		D. Mananna Janny Chacko		Lieut. Col. Mananna Janny Chacko					

1 Name of appointment.	2 Nature, i.e., whether substantive or acting, permanent or temporary.	3 Substantive appointment, if the new appointment be acting only.	4 Pay.	5 Acting allowance.	6 Date of appointment.	7 Signature of Officer.
D.P.W. Road Department						
Apprentice	Permanent		7	1	1 st January 1848	4
Mastering	do		21	1	1 st January 1852	2
Civil Engineer Office	do		35	1	1 st February 1855	1
Department Mastering	do		35	1	1 st September 1856	1
District Eng. Office	do		45	1	1 st March 1859	1
3 rd Accountant and Estimate maker	do		60	1	1 st July 1863	1
2 nd do do	do		60	1	1 st January 1865	1
Inspector Engineer Office 5 th Div.	do		80	1	1 st August 1872	1
Head Estimate maker	do		100	1	1 st October 1874	1
Tally Overseer of Cuddalore	do					
do 2 nd Grade	do					
do 1 st Grade	do					

H. W. Hitchins
 District Engineer
 Cuddalore

8 Character of Officer. <i>No entry need be made in this Column except when there is any thing either good or bad to be recorded. Suspensions should be noted here when the order of suspension is passed.</i>	9 Signature & designation of immediate head of the Office.	10 Date of termination of appointment.	11 Reason of termination e. g., transfer, promotion, return of permanent incumbent.	12 Signature and designation of immediate head of the Office.
		1 st December 1851	Promo	
		31 st January 1855	do	
		31 st August 1856	do	
		28 th February 1859	do	
		30 th June 1863	do	
		1 st January 1865	do	
		1 st July 1865	do	
		1 st July 1865	do	
		30 th September 1872	do	
		21 June 1875	do	

Narayanasamy Naider was a Ministry in the Civil Engin. Dept. & from his practical acquaintance with building operations I have found him very useful when on tour of inspection. He can draw plans & prepare estimates correctly. He has been always attentive to his duties.
 D. J. E. A. Ford Capt. 2nd April 1862. Dist. Engr. detd.

Narayanasamy Naider has been very useful from his knowledge of the work which are going on in the District, he has been attentive to his duties.
 July 26th S. Paston Capt. D. Dist. Engineer.

A good estimate maker
 1st May 63 E. A. Ford Capt. Dist. Engineer.

Is a good man in the field and should if opportunity offered be made a Tally Overseer. Very attentive to his duties.
 10 March 64 H. W. Hitchins Lt Col. D. Sup. Engr. 5th Div.

Appointed Tally Overseer - 4.0.95
 2/12th January 1865.

Severely reprimanded on account of certain false entry in his Cash Book.
 Vide Sup. Engr. letter No. 1617 of 22 Sept 65 to the Engineer, N. 2 Range.

District Engineer

District Engineer

8 Character of Officer. No entry need be made in this Column except when there is any thing either good or bad to be recorded. Suspensions should be noted here when the order of suspension is passed.	9 Signature & designation of immediate head of the Office.	10 Date of termination of appointment.	11 Reason of termination e.g., transfer, promotion, return of permanent incumbent.	12 Signature and designation of immediate head of the Office.
Active & intelligent as an Overseer but requires to be kept to his work. 17 April/68. <i>W.S. Harrington</i> Ece. Engr., 1st Range Continued by the Ece. Engr., 1st Range on account of an overpayment of Rs. 68 for certain work & the amount ordered to be made good by the Overseer & Contractor. Vide Mr. Harrington's letter No 17 of 22 May/68. Reported on favorably by the Ece. Engr., 1st Range, in his No 1 of 1st April/67 Reported on very unfavorably (as self conceited, careless & disregarding orders) by the Ece. Engr., 1st Range, in his No 3 of 6th April/68 Warned that he will be held responsible for every deviation from the Estimate that he has not brought to notice & that he will be removed from the Deptt. if the Supg. Engr. continues to receive reports of his neglecting his duty. Vide Supg. Engr. No 605 of 19th Novr/68 to Ece. Engr. No 1 Range. Suspended on the 2nd Feb: 69 pending the investigation of a charge of fraud brought against him by the Range Officer Lieut. Col. Carmichael, but on enquiry by the Supg. Engr. the charge not having been proved & as the Overseer was found guilty of only neglecting his duty he was reinstated with a warning that he will be summarily dismissed on his being again reported of neglect of duty. Vide Supg. Engr. No 908 of 23 Feb: 69. Resumed charge on the 2nd March 1869. * *. The other Overseer Narayana Sawing Guide has lately been brought before you on charges suspiciously like of fraud; his	<i>W.S. Harrington</i> Lieut. Col.			<i>W.S. Harrington</i> Lieut. Col.

* * Is able to survey, level
draw plans and well up in Talug
works, but apt to be rather careless.
9th July/72. D/ East Ford G.L.R.
Superinty. Engineer.

Severely reprimanded by
Range Officer Captain Graham
for applying large sums of
money and making payments
of more than 20 Rupees each.
Vide Range Officer's endorsement
dated 17th September 72.

Very strongly recommended
again by the Offg. District
Engineer for promotion to
Superior or Talug Overseer
1st Grade on account of the
very considerable experience
gained by Narayanaswamy
Naider in the Department
and on account of exceptional
satisfaction given by him in the
Progress of works in his Talug,
vide No. 8880 of 14th April/73, to
Chief Engineer.

W. W. W. W. W.
District Engineer

W. W. W. W. W.
District Engineer

Particulars of leave obtained by
Narainasamy Naidu.

Privilege leave for one month from 10th
November 1858.

ditto for 1 month from 1st January 1861

ditto for 1 do. from 2nd June 1862.

Sick leave for 12 days from 4th November 1867

Sick leave for 1 do. from 9th March 1869.

do for 24 days from 4th January 1870

A. Moffat
Offl. District Engineer

8
Character of Officer.
No entry need be made in this Column except when there is any thing either good or bad to be recorded. Suspensions should be noted here when the order of suspension is passed.

9
Signature & designation of immediate head of the Office.

10
Date of termination of appointment.

11
Reason of termination e.g., transfer, promotion, return of permanent incumbent.

12
Signature and designation of immediate head of the Office.

In G.O. No. 765 of 18-3-75 the District Engineer is authorized to dispense with the services of Overseers P. Narainasamy Naidu as soon as he can replace them by an efficient man on the very unfavourable report made by that officer in his No. 255 of 1 March/75 recorded in the G.O.

8th July/75. *C. J. W. P. S.*
Assistant Engineer.

works well but wants looking after
6th July/74 /s/ G. S. Sage
Distt Eng^r.

Has done very well, is the best man in the District & I think worthy of promotion. /s/ G. S. Sage
4 October/74 Distt Eng^r.

*I think him the best man in District.
1st January/75 /s/ G. S. Sage
Distt Eng^r.

The best overseer in the District on whom you can depend on getting work done well and expeditiously.

8th April/75 /s/ R. E. Harper
Sr. Eng^r. In Ch. Ld. Office

30th July 1875 *A. Moffat*
offl. Distt Eng^r

Wounded in Distt Aug^r 22nd of 23rd October/74
that the recommendation for promotion will be refused & called and Narainasamy Naidu will be required to leave for the 1st of any further consideration to the 1st of July/75 of any further consideration of disbursement of orders, such as of purchasing materials from his father-in-law for above 20 Rs, come to hand.

Contract from Memorandum of G.O. of Mullins R.E. Chief Engineer for Irrigation recorded in G.O. No. 3143 of 5 November 1874.

para. 6th. —
"Overseer Narainasamy Naidu, who was carrying out the repairs, evidently understood his work, and the manner in which he was doing it was much to his credit."

(111)
 Certified that I have Carefully
 examined P. Parayansamy the
 son of Verasamy Saidor Talu
 Overseer of Cuddalore S. D. Dist.
 His age by his own statement 4
 years and by appearance about
 years. I consider P. Parayansamy
 Saidor to be completely and perma-
 nently incapacitated for further
 service in the Department to which
 he belongs in consequence of Diarrhoea.
 This incapacity does not appear
 to have been caused by irregular or
 intemperate habits. —

Cuddalore D.
 21st June 1875

M. Fortescue
 Surgeon Major
 Offg Civil Surgeon

SERVICE BOOK

Name.	P. Parayansamy Saidor
Caste or Race.	Dravid
Residence.	Madhavapuram
FATHER'S Name.	P. Verasamy Saidor
FATHER'S Residence.	Madhavapuram
Date of birth.	April 1871.

Done in the 10th 1875.
 J. S. 53

Affidavit taken from Padesan Kinn
Kannansawmy Naile, late Salug Oussur,
under Rule 4 Section 71 of the Civil Pension
Code.

I do hereby solemnly declare that
I entered the late Road Departt
on 1st January 1848 as an appren-
tice and served in that capacity
for 4 years; on 1st January /52
I was made Maistry in that
Departt in which I remained
up to January /55. I served
in that Departt under Captains
Best, Johnston, Hawthorn &
Girman. I left this Departt
on my own accord with a view
of bettering my prospects, and
entered the Civil Engineers' De-
partment 5th Division on 1st
February 1855 as Maistry
under 1st Assistant Civil

Engineer Lt. A. D. Moberly, I
continued in this appointment
till the organization of the
late District Engineer system
in September 1856, when I was
made 3rd Assistant and
Estimator in the District
Engineers Office, South Aust.
For my service in the Road
Department I obtained from
Capt. Johnston the testi-
monial now produced.

30th July 1875.

A. D. Moberly

A. D. Moberly

Off. District Engineer
South Aust.

30/7/75

Affidavit taken from
Enduparkam Narayana
- Saunay Naidoo, late of Calcutta
Overseer, under Rule 4 Section
71 of the Civil Procedure Code

Done in the 10th of 76.

South Aust.

was a further source
of transmission. His
commenced his career in
the public service in 1940,
in the early part of which
year he was introduced
as an apprentice in the
rank and Sept.
From that time to
the present, I observe that
particulars of his service
are proceeding as usual
by apt. Sept. 1940.
to those particulars.

have nothing to add.
except to bear testimony
of the ~~highly~~ satisfactory
manner in which the
said ~~transmission~~ ~~leader~~
discharged his duties (as
usually when employed
as a ~~transmitter~~ in such
and so forth) from 1951 to 1954.
during which period he
was under my orders
as ~~captain~~ of ~~Drinks~~ -

Washed
January 16/54

W. J. M. C. E.
Engineers

30th 9/75

See in 1850/51

Memor

Narransaw, Raicoos was taken as an apprentice in the Road Department by the late Captain Best in February 1848 -

During the first year of his apprenticeship he was employed as an accountant and writer in the Office of Captain Heathorn Assistant Supt. of Roads and at the same time learning to draw plans and to frame estimates. - From second to fourth year ending April 1852, he was engaged in surveying and estimating The Southern Truck Road

Trunk Road, Superintending the Construction
of Road and Bridges &c.

In 1852 he was appointed as
a Maistry and was employed under my
orders on Trunk Road W. of between
Mhavanur and Puroothu -

In Feb. 1855, he left the
Road Department to take up a higher
appointment as an Officer Maistry under
the Civil Engineer of the 5th Division -

In September 1859 he has
been appointed as a Deputy Accountant
and Estimationaker in the District Engineer
Office of South Arcot -

My long acquaintance
with Harrissamy Ravidoo Mables has

to certify that he is diligent, active
and hard working person - he has
always given satisfaction to his
superiors in the discharge of his
duties - he understands his work
well - I have given him this recommendation
at his request -

Madras
15th January
1861

M. M. M. M.
Asst. Superintending

D. P. W.
SOUTH ARCOT.

No. 56.

DISTRICT ENGINEER'S OFFICE.

Camp *Buddalore*
Dated *30th July* 1875.

From

The District Engineer,

South Arcot.

To

The

Controller of
P. W. Accounts

6 Enclosures.

Sir,

1 application

1 Medical
Certificate

1 Service Book

1 Affidavit

2 certificates

(originals) given

by C. C. Johnston

Captain in Engi-

neers & M. Ram

manjula Pillai

Asst. Supervisor

D. P. W.

I have the honor to forward,
for submission to Government, an
application for Invalid Pension
on behalf of Puotupankum. Kara
= inasammy. Saidero, late Talang
Overseer 1st Grade.

2. It is not known where the re-
= cords of the late Road Department
are now to verify the accuracy or
otherwise of the applicant's service in
that Department, as given by him,
and how he entered the late Civil
Engineers Department. His service
in the latter Department from 1st
February 1855 to 31st August 1856 is
borne out by some correspondence
and returns in this Office. An
Affidavit

25 ✓
Affidavit taken from Navarra
= saying Valdes in support of his
service in the Road Department is
therefore forwarded herewith.

3 It would however appear
that irrespective of the period in
the Road Department, of which
4 years were in eligible grade as
an apprentice, and 1 year, 3 months
and 9 days under 22 years old, the
net continuous service of the appli-
-cant from February 1858 amounts
to 20 years 3 months and 12 days, —
which entitles him to a pension of
Rs. 24. 14. 11. one third of his average
emoluments.

I have the honor to be
Sir
your most obedient servant

A. M. For
Offg. Distt Engr

No. 834

FROM

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

TO

The Accountant General, Madras.

FORT SAINT GEORGE, 9th Sept. 1875.Memorandum

The undersigned has the honor to request that the Accountant General, Madras, will be good enough to state whether the services of P. Narraimawmy Naidu lately an overseer in the South Arcot District as detailed in the accompanying application from 1st January 1852 to 30th April 1856 can be verified from the records of his office and whether they count towards pension.

(Signed) L. Conway Gordon
Controller of P. Works.

(True Copy)

Charles Stupples
Supdt. Correspondence Branch
Office of the Controller of P. Works.

1875

1875

From

SOUTH ARCOT P. W.

The District Engineer

South Arcot.

To

The

Controller of

P. W. Accounts

Dated

30th Aug 1875

Despatched

31st —

Received

2/8-

No. 56

Enclosures - 1

of accounts for the
year 1875 and also
information for the
year 1876 for the
year 1877.

1875

Audit DEPARTMENT.

No. 6136

Fort Saint-George,
Accountant General's Office,
11 September 1875.

FROM THE ACCOUNTANT GENERAL, MADRAS

TO THE

Controller of P. W. Accounts
Madras.

VIDE { your } Proceedings
 { this } Office Letter
 Memo.

No. 83P dated 9 September 1875.

The undersigned has the honor to state that the services of P. Narayanasami Chaidoo, as Treasury in the Road Department, cannot be verified as the Establishment is not traceable in the Annual Returns - As regards his service from 1st February 1855 to 30 April 1856 - the applicant's name is traceable in the Annual Return of 1st May 1855 as Bricklayer's Treasury, and in that of 1856 the name does not appear but only the appointment -

The Register of appointment and the Service Book are herewith returned -

Comptroller

For the
Accountant General

No. 4184

FROM

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

TO

The District Engineer, South Arcot.

FORT SAINT GEORGE, 16 October 1875

Memorandum

In returning the papers connected with the application for pension ^{submitted} on behalf of P. Narayanasamy Naidu, late an overseer in the South Arcot District the undersigned has the honor to request that the District Engineer will be good enough to state the circumstances under which the leave as per margin which the applicant took leave from 4th to 15 days appears according to the - 2^d in January 1876 - 24 entries in the audit registers of this office to have had, in addition to the one month's sick leave from 9th March 1876, were omitted to be noted in the History of Service, the second page of the application.

2 The periods of leave and suspension of the applicant should be entered in detail in the History of Service of the pension application and the service register agreeably to rule 3 section 69 of the Civil Pension Code.



See No. 1086
1876

3. According to the entries in the Audit register of this office, the applicant appears to have drawn pay up to the 20th June 1875 only. In the application however his service is shown to terminate with the 21st Idem pension being recommended to commence with the following day viz. the 22nd Idem. The cause of these differences should be explained.

4. The enclosed application for pension and the service book should be rendered complete by the entry against Item 1st on the first page of the form of the date on which the application was prepared and the entry in the latter of the signature of the immediate head of the office in columns 9 and 12 of pages 5, 7, 9, 11 and 13.

5. According to the entries in the Audit register of this office the applicant drew full pay from the 2nd February to 2nd March 1869. In the application however he is shown to have been under suspension during that period. Information is requested as to the amount of pay drawn.

drawn by him.

29/11
/Signed/ L. Conway Gordon
Comptroller of P. & Accounts

(True Copy)

Charles A. H. J. J. J.
Supt. Correspondence Branch
Office of Comptroller of P. & Accounts.

J. J. J.

J. J. J.

No. 91

District Engineer Office S. A.
Cuddalore 17 October 1875

To

The Controller of
P. W. Accounts

Dated }
Recd } October 1875

Memorandum

His No. 41 S. A. of 16th October 1875

Enc. 2

1 Service Register
1 application for
Pension

The application for Pension and
the Service Book of the late Overseer
Narayanasamy Naidoo, returned with
the above No. are resubmitted duly fil-
ling in the omissions pointed out in
paras 1, 2 and 4.

2. Narayanasamy Naidoo had
sick leave for one month from 9th
March 1869 and not from 9th April 1869.
Vide late Superintending Engineer's Re-
turns of arrivals &c. dated 24th March
and 13th April 1869 Nos. 258 and 5.

3 With reference to para 3, it is ob-
served that the medical certificate pro-

Done on 17/10/75.

= drawn by Narayanasamy Naidoo was dated 21st June 75, his pension was therefore recommended from the following day - the 22nd: as the Overseer's service is to be considered to have terminated with the 21st, the pay for this date remains to be drawn by him.

4. It is observed that full pay was drawn for Narayanasamy Naidoo during his suspension from 2nd Feb - viz. to 2nd March 1869. This pay was therefore been reckoned as service in the application.

M. M. M. Major D. E.

Distt Engr

Proceedings of the Madras Government, Public Works Department,
18th March 1875.

No. 470. Read the following letter from G. S. SAGE, Esq., District Engineer, South Arcot, to Colonel G. W. WALKER, R.E., Chief Engineer, Public Works Department, dated Camp Cuddalore, 1st March 1875, No. 255:—

I AM sorry that almost the last act of my reign here should be to have to recommend a man for punishment.

2. It is not many months since I recommended 2nd-class Taluq Overseer Narrainsawmy Naidoo for promotion on the ground of his having at that time done some important work very rapidly (not on account of my general good opinion of him, although I have often said he is the best man I have, but bad is the best), and being in hopes it would have a beneficial effect not only on himself but on others, I am very sorry to say that my expectations have not been realized; but ever since his promotion he has been of very little use. I cannot trust him as he ought to be trusted, nor will he work; the district swarms with his relatives, who are, I have lately found out, more or less mixed up with the works; and in fact he has been so long in this district, and has so much private influence which he can and does use on the work, that I would recommend, if not his reduction and removal to another district, at least his removal should be carried out as early as possible.

No. 471.

ORDER THEREON, 18th March 1875, No. 765.

ESTABLISHMENT, No. 28.

THE District Engineer of South Arcot is permitted to dispense with the services of P. Narrainsawmy Naidoo as soon as he can replace them by an efficient man. The Chief Engineer will exercise his discretion as to his reduction in grade.

(True Extract.)

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

To the District Engineer, South Arcot.
,, Controller of Public Works Accounts.

Exd. J. W. Lewis.
Spare Copies

Govt. of {1875} Madras.
PUBLIC WORKS.

To

THE DISTRICT ENGINEER,
SOUTH ARCOT,
&c., &c., &c.

Dated March 18th.

Recd.

Encl

G. O., 18th March 1875, No. 765.

MARCH

Nos. 470-471

P. Narrainsawmy Naidoo.—The District Engineer, South Arcot, permitted to dispense with the services of — as soon as he can replace them by an efficient man. The Chief Engineer to exercise his discretion as to his reclusion in grade.

To be returned with reply on reverse.

AUDIT DEPARTMENT.

Fort Saint George,

Accountant General's Office,

19th November 1875.

FROM THE ~~DEPUTY~~ ACCOUNTANT GENERAL, MADRAS;

TO THE *Asst to the* Controller of Public Works Account
Madras.

VIDE your Application for Pension on behalf of P. Narrainsawmy Naidoo which accompanied letter No 117 P. 215 South—

THE undersigned has the honor to request explanation on the following points—

1. Cause of Applicant's period of service viz 19th 9 and 21 days from 10 April 1853 to 31 Aug 55 having been treated as period not reckoned as service while the same though not verified is supported by applicant's affidavit and testimonials from his then official superiors.
2. Whether any explanation as to the nature of the duties the Applicant as Bricklayer Mistry performed from 1 February 1855 to 31 August 1856—has been obtained. If not it is requested that the same may be obtained and furnished to this Office for submission to Govt with the report on the Application—

C. L. Crawley

Asst to the Acct Genl

341

FROM

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

TO

The Accountant General,
Madras.

FORT SAINT GEORGE, 29th November 1875.

Memorandum.

In returning the enclosed memo of the 19th November 1875 from the Assistant to the Accountant General, the undersigned has the honor to state that although an affidavit has been furnished by Narayan avarmy Saidu in regard to his services from 10th April 1853 to 31st January 1855, yet as that period could not be verified either from the records in the Accountant General's Office, or those of this Office, and it did not affect the claim which has been made to one third pension, it was not considered necessary to include it in the period accepted by this



1198

[Faint, mostly illegible handwritten text, possibly a draft or a copy of the memorandum.]

[Handwritten signature or initials.]

[Handwritten signature or initials.]

35

Office as service counting towards pen-
-sion.

2. No explanation has been fur-
-nished by the District Engineer as to
the nature of the duties performed
by Narayanaswamy from 1st February
1855 to 31st August 1856, but a re-
-ference on the subject has this
day been made and the result
will be communicated in due
course.

Lowry-Jordan

Controller & W. accounts

[Signature]

[Signature]

Accountant General's Office
Recd 1 / 12.1875
Ans'd —

WR

W. B. - [Signature]

357

RECEIVED
00
21

From
The District Judge
South Creek
To The Controller of
P.M. Accounts
Dated 19th } October/75
Sept 20th }
Recd 21st }
No. 91

Enc. 2

Resubmitting applica-
tion for Pension and the
Service Book of the
late Coersur Nara-
in Samy Naidoo duly
filling in therein the
omissions pointed out,
and also furnishing
certain other informa-
tions called for

Rec in No 1 of 76

From
The Controller
P.W. Accounts

To
The Accountant General
Madras

N^o 126 P

Dated 29 } November 1875
Recd }

No.

Remarks see the application
for Pension by P. Mar.
Nagayannarayana, Naidu.
& states that further in-
formation will be
submitted

See No 10796.

16539

No. 134 P

30

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

To The Accountant General,
Madras.

FORT SAINT GEORGE, 8th December 1875.

Copy of the following letter N^o 111 of the
3rd December 1875, from the District
Engineer, South Arcot, is forwarded
to the Accountant General for
information with reference to para
2 of this Office letter N^o 126 of the
29th November 1875.

Lomway-Jordon

Controller P.W. Accounts.

N^o 111

From

The District Engineer
South Arcot

To

The Controller P.W. Accounts.

Madras 3rd December 1875.

Sir. In reply to your letter N^o 54. P. A.

2/11

37

of 29th December 1855, I have the honor to inform you that the duties performed by Tarrainwasany Taidu from 1st February 1855 to 31st August 1856 as mainly in the Office of Assistant Civil Engineer were of Estimating, plan drawing, and assisting the Engineer in examining works executed. The services were on a permanent Establishment and should be admitted as superior under G. O. No. 119 of 20th May 1874 (No. 226 of 29th April 1874 Pension Department).

2. From the Office copy of the Pension application of Tarrainwasany Taidu it would appear that his service of 1 year 9 months and 21 days from 10th April 1853 to 31st January 1855 has been treated as period reckoned as service.

XW I have &c

Accountant General
Recd 9
Ans'd 12 1875

Edw. H. R. Mead. Major &c.
District Engineer

YD
12

From
The Controller of
P.W. Accounts

To
The Accountant General
Madras.

No. 134 P.

Dated 8
Recd. } December 1875

Forwards copy of
letter from District
Engineer South Arcot
furnishing certain
information regarding
Overseer Narasawamy's
services:-

42/10/96

No. 117 P.

FROM

THE CONTROLLER,
PUBLIC WORKS ACCOUNTS,

TO

The Accountant General,
Madras.

FORT SAINT GEORGE, 15th November 1875.

Sir

Have the honor to forward for trans-
mission to Government the accompanying applica-
tion for the grant of an invalid pension to
Pudupackum Narasawamy Naidoo, late
Taluk Officer in the South Arcot District.

2. The Applicant's services extend over
a period of 27 years of which, however, no more
than 18 years, 7 months, and 10 days count
as service towards pension, as shown in the
accompanying Statement.

3. The circumstances under which
Narasawamy's application for pension has been
submitted is explained in the accompanying
Copy of S. O. No. 765 of the 18th March 1875.

4. The following papers are submitted
for transmission to Government with the ap-
plication for pension:-

1. Service Book.
1. Medical Certificate.
1. Affidavit.

D/16

2 Original testimonials.

1. Original letter from District Engineer South Arcot.
No 56, dated 30th July 1875.
1. Copy of Memorandum No 83 P. dated 9th
September 1875 to Accountant General, Madras.
1. Original Memorandum No 6136, dated 11th
September 1875 from Accountant General, Madras.
1. Copy of Memorandum to District Engineer
South Arcot No 4 dated 15th October 1875.
1. Original Memorandum No 91, dated 19th
October 1875.
1. Copy of G. O. No 765, dated 18th March
1875.

I have the honor to be,
Dear Most ^{Sir} Obdient Servant,

Lowry Gordon
Controller of P. W. Accounts.

Y^{rs} M^{ch}

Accountant General's Office
Recd 18th 11 1875
Ans'd

119 (continued)

copy of the same to
be sent

to the
Accountant General
Madras

of account of the same

to be sent to the
Accountant General
Madras

119

From

The Controller of P.W. Accts

G.

The Accountant General
Madras

No 117 P

Delivered } November 1895
Recd }

Forwards for transmission
to Government an application
of the grant of an unwhol-
some to Pudukottah and
Namassery Naidu

Jan 1896

15694

for

Zu den Kapt. in Port
98-3 Kanten/76
17-295

St 22. And dated 27 Sept 1857
In answer to Contract of John
masawny's Petition with reference to the
French ryots leaving water into the
Coppalanady channel to the hindrance
of his work, the Range Officer after
inspection finds his complaint false
as it is entirely the Contractor's fault
that any water has been let into the chan-
nel, had he as ordered connected ^{the} wings
of the Aqueduct with the spoil bank no
water could possibly flow into the chan-
nel, this he has neglected to do although
frequently ordered to do so, he is now
informed that any extra expense Govern-
ment may be put to, to get rid of the water
he will have to pay.

He is also warned that unless he at once puts on more coolies and gets the works completed at once, the balance of 15 per cent stop-
ped from his former bill will be expended by the undersigned in completing what he has commenced, and a suit will be instituted against him in civil court.

for

book filed in the Court No X, but
of which the Munsiff takes no notice
whatsoever, which book has not yet
been returned to me. I therefore
cannot give the length of each mea-
surement.

Distt. Munsiff's No 13 There was no
actual Contract taken, the man
was to be paid up as he completed
the work. The river came down
in heavy fresh in May 1874, and after
the fresh subsided I measured
the whole of the breaches in that
portion for which the Plaintiff
claims Rs 639 as shown in my
Note book No X, the fresh merely
swept away the banks and made
no deep holes as stated by Sansoned
Anusser Narainasawmy Naidu, as
in proof of which the breaches made
by the fresh of October 1874 were
much higher than those in May,
and

and are still remaining open, ¹¹⁷
there is no breach where the sur-
face of the ground has been cut
up more than 3" in depth. I am
satisfied that the work was done
from start to end of channel in the
first instance properly. I measured
up the whole myself, entered the
same in my work book, paid
the bill to the Plaintiff with all
dues. I could not possibly
be any more in the estimate for
repairs than the Original Estimate,
as not one third of the bund was
breached, the channel was silted up,
but as the depth of the same was
where exceeds 2'-6" in depth, the
amount could not be great, in
fact the channel as near as
could be, is now in the same state
as it was after the fresh of May 1874.
Distt. Munsiff's No 14 I objected to
pay the bill as the work was measured

up

up by a Maistry. I directed the
Quisear to send me a French Bill
of measurements taken by himself
personally, which he has never done.
Diet Munsiff No 15. The work
done by the Plaintiff to repairing
damages was from 5 to end of
channel which he completed
and for which I have allowed
Rupees 420-5 and for 672 5 yards of
work which equals $\frac{2}{3}$ of the original
retinact. At that time the 2nd De-
fendant who has been about 20 years
in the S.P.W. means that the locati-
ficato is only a mere form no more
than I can undertake. The Maistry
did not submit any measurements
to me; the Quisear did with the bill,
I did not see as not acceptable as
I refused to pay the same. I could
not have denied my having not
inspected the work with the Quisear,
as my inspection report shows clearly it
was

was frequently over his work.
Munsiff states that my
last inspection was on the 19th
May 1874, and that this was a good
occasion for me to check the work
done by the Quisear, and check
any fraud done by him, the Munsiff
seems entirely to ignore dates
and facts here, it was on the 7th
May that the first fresh came down,
and the work done for the bill in
dispute was not done until August
1874.

With reference to my not checking
any work done, this is false. I checked
all work completed and in excavat-
ing the channel, roughly checked
each yard in depth as it was excavated,
but did not pay in full until
sections had been completed.

Diet Munsiff No 17. The Munsiff
appears to forget that it was by my
continual checking the later over-
work that he had to take his pension.
I did check this work, but as the
sides

sides of the channel were not
sloped nor the spail embankments.
I did not pay up the Contractor
in July.

Distt. Munisiff's No 18. I kept a check
book with all entries, this book with
other papers connected with this work
were robbed from me when I was
attacked by Decois in October 1875, this
I informed the Munisiff at my ex-
amination, but which he entirely
ignores.

Distt. Munisiff's No 19. I quite agree
with the Munisiff in the greater
portion of this para, it was on
account of my having checked the
work that I refused to pay the
bill in dispute, but the Munisiff
seems to entirely ignore my evidence
and records placed before him.

Distt. Munisiff's No 21. I took check
measurements of work done, for in-
stance 600 yards of the channel
was excavated to a depth of 1 yard
to

to full depth, for this Plaintiff
was paid deducting 15 percent
until slopes were completed, is
for a greater portion of this chan-
nel these slopes were not done,
therefore his deductions were
not paid.

Distt. Munisiff's No 21. These bills
were sent by later Quersat and
not checked by me, the Munisiff
in his para 15 states that he
believes what the 2nd Def^t states
"that the certificate is only a mere
form and that it only is a form
to state that the work was satis-
factorily performed," but here he
places great reliance on the 2nd
Defendant's assertions that "he
certifies that the work for which
bills have been issued were
measured by himself and that he
found the same satisfactory".

The Bills J. K. and I. were for
work completed, and which I
measured up and found correct,
and paid due, as before stated
rough

rough measurements were taken
to check. Question, but the 15 per cent
was not paid owing to sections not
having been completed.

I frequently warned the Plaintiff
that I would take the work from
him not fully, and find out in my
writing, copy of which I enclosed, I
measured, took level and sections
of the channel three separate times,
once after May's first, again after
September and after October, the
two former measurements were not
sent in, as after each fresh I had
to do the work over again, these
measurements were all with other
papers stolen from me in October
1875.

Ditt. Munsiff's No 27. I have the
measurements for the lands in front
of Head sluice, there are entered in
my note book marked etc. X and
filed in the Court, they were shown
by me to the Munsiff in my examination,
but

but which he now seems to have
lost sight of.

I could bring a good many
other discrepancies to the front in
the Munsiff's Decree, but as it
would only be a repetition of
what has been said, and as I am
pressed by time to send in this, I
have not gone into the same, but
in conclusion I beg to state that
the channel was frequently inspected
by District Engineer, Major Norfor
Sage and yourself also by the Chief
Engineer for Irrigation, they except
the late Mr. Sage can all testify
that the work has not been sectioned
only in parts as mentioned, the
Contractor claims for all. I may
have delayed the settling up of the
account, but it was not my fault,
I frequently requested the Plaintiff
to be present when I would go over
the work with him, he always re-
fused, he was also sent for to my
certain

There was much
of the channel in
March last which
had not been sectioned
& completed

certain knowledge by the late Mr. Sage and by yourself, but he refused to come, he kept himself quiet while those who were at the Head of the Department in this District and knew the whole circumstances, were in the District, but directly he got a District Engineer who knew nothing of the facts, he again came forward to prosecute his so called claims. I certainly had a very large amount of work to look after from May 1874 to August 1875, but by working by day and night I was enabled to open all communications close all breaches in tanks, channels &c. so that except under the Poniar Ancient I was able to save the revenue, but when I received a bill from an overseer who stated that he measured up the work personally, while the measurement sheet was signed by a Maistry, who

who states he took the measurements I could not possibly pay the same, as on the face of the same it was false, also, knowing that the Maistry was a close relative to the Contractor and taking the width of the breaches filled in and length of channel to be cleared, which information I had by me then and still have, I know that the opportunity had been taken of the heavy frost to attempt to cheat the Government which I have resisted.

I have &c
(signed) Geo. C. Wiffen
Assistant Engineer
(True copy)

M. M. Major, R.E.
District Engineer

P.W.D.

26 OCT 76

No 7700

Enclosure in letter
from the District En-
gineer South Arcot with
copy of report of 24th
October 1876.

D. P. W.
SOUTH ARCOT.

No 142

DISTRICT ENGINEER'S OFFICE.

Camp Cuddalore

Dated 24th October 1876

From

The District Engineer,

South Arcot.

To

The

Secretary to Government
D. P. W.

Enclosures 2

Sir.

1- Copy of
letter
do. do. do.

I have the honor at the
request of Mr. Wiffen Assistant
Engineer to forward a copy of a letter
from him commenting on the judgment
of the Cuddalore District Munsiff.

2. I fully agree with Mr. Wiffen
that the judgment is one-sided and
the Munsiff has not taken, I may
say, any notice of the defence. but I
do not see that Mr. Wiffen's letter in
any way relieves him of the consequences
of his carelessness in not having
made up the Contractor's accounts
before 1875 more than a year
after

after all work was stopped on the
channel.

P.W.D.
26 OCT 76

N^o 7700
7708

I have the honor to be
Sir

your most obedient servant

M. M. M. Major R.E.
District Engineer

Dated 3rd November 1876
N^o 603.

Ar 31-10-76.

Enclosure 2
Copy of a letter
from the District
Engineer to the
Contractors with
reference to the
work on the
channel.

Dated
Despatched
Received

The District Engineer
South Arcot.

SOUTH ARCOT D. P. W.

N^o 137 of 1876.

Govinda Pillai, 7th witness on
the Plaintiff's side, father's
name Panday Pillai, Caste Vannia,
Religion Vaishnava, Occupation
Cultivation & trade, residence
Karayarivettakuppam, age 41 years.

In the Engineer Depart-
ment I have taken contract
for supplying bricks, I have
done no other work besides this;
I never executed earthwork.

The deposition read is correct.
(signed in Tamil) Govinda Pillai
affirmed on oath before me
on the 25th July 1876.

(signed) C. Ramachandra Iyer
District Munsiff
(True Translation)

M. M. M. Major R.E.
District Engineer

NO. 7 FOR

P.W.D.
1705176

1846

I live in Kizhamban Kurud,
I worked in the Coppelawady Channel;
I put up bunds at the head of the
said channel; 2400 Cyds of work
was finished; I do not know
measurement account; those who
measured told me as 2400 C. yds;
on the East of the said bunds we
did channel work for $1\frac{1}{2}$ years; &
near the Pondicherry road work
remained to a distance of 1 Cawnie;
the remaining parts were all fi-
nished; there did not remain the
removal of Mottos from the channel;
no balance is due to me for work
done; I do not know how to measure.

Lo.

P.W.D.
17 OCT 76
No. 7464

The deposition read is correct.
- This mark of Akkoysetti
Affirmed before me on oath
on the 25 July 76.

(signed) G. Ramachandra Iyer
District Munsiff.

(True Translation)

M. M. Major, R.E.
District Engineer

Deposition of Akkoy
Setti & witness in the
case of the Akkoy
setti No. 137 of 1876

P.W.D.
17 OCT 76
No.

No. 137 of 1876
Deposition of Akkoy
Setti & witness in the
case of the Akkoy
setti No. 137 of 1876

Sub No. 137 of 1876.

Srinivasa Chetty & witness in the
side of the Plaintiff, father's name
Narain Chetty, caste - Chetty, Religion
Vishnava, occupation labor, residence
Kiramambakam, Age 34.

I live in Kiramambakam, my
age 34, I worked in the Copalavady Chan-
nel. I worked on the west of the Pondicherry
road; work to a distance of one Canny
was completed; we were working on west
of this, I know only that work was being
done at the head of the Channel, 2000
and odd Cubic yards of work was done
and completed; work was fully com-
pleted in all parts except to the extent of
one Canny west of the Pondicherry road,
sectioning and sloping of the Channel
was completed; work to the extent of one
Canny remained to be done as it was under
water. I remained working at the head of
the Channel for that portion my accounts

more settled for 2400 cubic yards; I worked
2^{1/2} years ago, there are still 5 or 6 Pusses
due to me, it should be paid by the
Plaintiff, he stated that money is
remaining with the Curier and that
he will pay me on receiving the same.
During the time I was working two
freshes came, by the freshes the Channel
was slightly filled up, to the extent of
about 100 cubic yards in the channel
earth was remaining to be excavated
to 1, 3/4, or 20 feet. Slope was fully com-
pleted.

The deposition read is correct

— This mark of Senevasa Chetty
Affirmed on oath in my presence on
the 25th July 1876

/Signed/ Ramachandra Iyer
District Moonsiff.

/The Translation/

M. M. M. M. M. M.
District Engineer

from the money that was stopped,

P.W.D.

17 OCT 76

N^o 7464

No. 6

Enclosure in a letter
from the District Engineer
South Arcot to the Secy.
to Govt. of M. No. 157
dated 14th October 1876

P.W.D.

17 OCT 76

N^o

Deposition of Senevase
Chetty 5th witness on the
side of the Plaintiff in
Suite No. 157 of 1876.

Suit No. 137 of 1876.

Moothoo Sany Pillay 4th witness on
the side of the Plaintiff, father's name
Rama Pillay, Caste Yadava, Religion
Vishnuva, occupation Cultivation and
Contract, residence Trivandypuram
Age 38.

I executed Channel work in Van-
madavy and Trivady, work is executed
on Taked of Querser, when money
is required the Querser is to be applied
for, he will give bill on measuring the
work, if this is presented to Range Officer,
he pays the money, deducting 15 per cent,
the amount so deducted is detained until
the work is inspected by the Range Officer,
after the work has been fully completed
he pays the money stopped, I completed
the work in Vanamadavy, I was asked
to execute again some of it, which I
refused to do, then it was done apart-
mentally and the amount due to me paid
together with the money that was stopped,

for the work done departmentally Rs 12 1/2
were deducted and the remainder paid
to me - only after the completion of the
work undertaken departmentally, the
amount was disbursed to me -

The deposition read is correct -

/Signed in Tamil / Kothasamy Pillay

Affirmed on oath in my presence on
the 25 July 1896.

/Signed Rama Chandra Iyer
District Munsiff

True Translation.

M. M. M. M. R. C.
District Engineer

No 5

Enclosure in a letter
from the District Mag.
South Arcot to the Mag.
to Govt at P.W.D. No 137
dated 14 October 1876

P.W.D.

17 OCT 76

No. 7464

Deposition of Mooloo-
Sawmy Pillay & witness
on the side of the Plaintiff
in suit No 137 of 1876

No 137 of 1876.

Chinnasawmy Naik, 3rd witness
on the side of Plaintiff; Father's
name Sachinella Naik, caste
Cavariy; Religion Vaishnava; occu-
pation Government employ; Residence
Trivady Division; age 39.

I am employed as an In-
rigation Maistry; my age is 39;
since 20 years I have been in the
appointment of the said Maistry;
I was employed on the Coppala-
rady Channel work when it was in
under execution; I took charge
of the said Channel work on the
7th or 8th September 1874; at that
time the Plaintiff was carrying
on the said Channel work; the
Channel work was executed in
September; the Channel work
was done as far as Oochinadoo
and Kana Modoo East of the Ponde-
cherry road; Section, slope &c were

Completed

Completed and the work fully finished;
I measured the work on the order
of the overseer; I saw the document
Exhibit III that was shown to me;
it is the measurement that I had
taken; 10130 Cubic yards mentioned
therein were correct; the overseer
had ordered to measure every day
the work done, but the contractor
will defraud if the work maybe
damaged by flood; thereupon I
measured the work every day from
14 September to 22nd October and
kept accounts; the document
Exhibit III is that account; before
I gave that account to the overseer,
she and the Range Officer had
inspected the work on 3 days, 20th,
21st & 22nd October; flood came
on the 26th; the overseer & the
Range Officer did not measure
the work when they inspected on
the said 3 dates; after flood
came.

50
came, work cannot be roughly mea-
sured; channel work had been done
to the west of the Pondicherry road;
work was done before I took
charge; work was complete from
the head sluice as far as Arachi-
Coopum; the channel alone remained
to be measured to such depths as $\frac{1}{2}$,
 $\frac{3}{4}$ and 1 foot; in some places the
banks to be thrown on the sides of
the channel remained incomplete
to some extent; channel bank
near Parikalput was remaining
incomplete; slope was also re-
maining incomplete; work to a
distance of about 300 or 400 yards
was remaining incomplete; I do
not know whether it has been
finished or not afterwards. It
will take 200 men to finish the
said work; no work was done
to a length of 300 ft west of the
Pondicherry road; channel work
was

was not done in that portion as
there was no jungle cultivation;
I had also taken measurement
of work before this; payments are
made to Contractors deducting 15
percent the balance is paid after-
wards when the work has been finished;
if the work is not complete it will
be finished by employing another
Contractor & the stoppage money
paid to him who carried out the
work; I gave to the Range Officer
the account of measurements that
I had taken every day. I heard
for me, the current government in the
month of February and March 1768
asked me for the said accounts. I
gave them to him; this concerned gave
me a ticket to carry on the work;
Copy of it will be in the office;
work was completed in all parts
except the portions to the West of
Pondicherry road where work was
not

not done to a distance of 300 ft
and also those portions where
slopes & sections were remaining
to be done; I reported from
time to time to the overseer about
the work done East of Pondicherry
road; the Range Officer & the
overseer ordered to finish off the
slopes, sections &c. that remained;
on the 24th October the Range
Officer sent me to Parattiy on
other duty. I was each day mea-
suring the work performed on that day;
no work was done on the side of the
Head sluice during the period I was
in charge; the measurement account
marked III is that taken for
work done East of Head Sluice.
The account marked III also con-
tains the measurement taken for
work executed on the side of the
Head Sluice; the account for work
done at a distance of 2 miles west of
the

the Ruckherry Road & near the
Baker Road is also included in the
document marked III; the deepening
of the channel to $\frac{1}{2}$, $\frac{3}{4}$ & 1 foot was
remaining to be done; with this to a
distance of about 40 or 50 yards;
as the channel work remained
incomplete, the work cannot be
said to have fully completed;
I gave to the overseer the Bill
marked III; I gave it to him -
after the flood; the overseer did
not measure all the work men-
tioned in it. I gave another
copy to the Range Officer; it
was given in 1876. Account marked
III. was prepared from the measure-
ments taken on several dates
added together; I did not mea-
sure all the works together after
the completion of work on the
Crest. As I had taken
measurement every day, I did not
at last

at last measure the whole together;
what I had taken every day is the
correct measurement; I gave to
the Range Officer the account of
measurement thus daily taken
& a copy of the account marked III.

The deposition read & is correct.
(signed in Tamil) N. Chinnaasamy Nair

Affirmed on oath in my
presence on the 25th July 1876.

(signed) Ho. Ramachandra Chy

District Munsiff

(True Translation)

M. M. Major, R.E.
District Engineer

P.W.D.
17 OCT 76
N^o 7464

No. 4
Enclosure in a letter
from the District Magistrate
of District to the District
Magistrate, No. 189
dated 14th October 1876

P.W.D.
17 OCT 76

Deposition of Chinna
Sawmy dated 18th Oct.
Witness on the side of
the Plaintiff in suit
No. 137 of 1876

Plaintiff's 2nd Witness Major Head R.
Sworn. Age 40. Have been in charge
of the District since September 1875.
I know the Plaintiff Chinna sawmy
Naicker. I wish to have the matter Com-
promised. I wish to pay a certain sum
of money and have the matter settled.
I believe it was 600 Rupees. The terms
of Compromise were offered by me
personally to the Plaintiff. My offer
of 600 Rupees was independent of all
accounts. I wanted to close all ac-
counts. I saw the paper put into my
hands by the Plaintiff's Vakeel. It
seems to have been one of the en-
losures of his Petition. I fancy so. But
no enclosures were returned to him I
believe so. All the pencil figures in
it are mine. The pencil figures must
have been made before the suit. I be-
lieve so. The pencil figures were
taken from the 1st Defendant's mea-
surements. I allowed only 6725 against

10232 for the work executed by Plaintiff
in second time for he had merely to
close the breaches effected by fresh
for this he had claimed more than
the original estimate for the work
itself. I made no offer of compromise
after the suit was filed. I wrote to one
of my Superiors about it. He came down
and went over the work. He gave me
one opinion before he saw the work
and one opinion after he saw the work.
I have received an order of Government
about the defence and they have allowed
the employment of Government Pakel
and they have stated that they would
issue orders after the disposal of the
suit. This is a privileged communication
I have been over the Channel I found
the work incomplete and improperly ex-
ecuted. I inspected the work in De-
cember 1875. The Plaintiff declined
to go with me over the work. Upon
Oversur measurements we are allowed

to pay money deducting 15 per Cent. ¹⁵ when
the work is finished and upon the Range
Officers Certificate the full amount
will be paid - 3 months would be in
my opinion reasonable time for the in-
spection of work by the Range Officer.
I can't lay down a Rule, it depends
upon the work in hand of the Range
Officer. There was good deal of work
in 74 and the Range Officer ought to
have looked into their accounts earlier
he should have closed the accounts in
74 and settled the accounts with the
Plaintiff and put a new man in.
I do not quite approve of the unad-
justed state of the accounts for se-
veral months as in this case. I
cannot say that this was unavoidable.
To adjust the accounts that checking the
work within reasonable time would be for
the benefit of the Contractor and Govern-
ment and more for the benefit of the
former and this is according to the nature

of the work. The work done by the Plaintiff was twice washed away by the fresh and twice done by him. It was to the East of the Pondicherry Road. Even if the work is not Completed work can be measured. Paying for incomplete work is equivalent to making advances to the Contractor to enable him to carry out work. The Amiar Amcut was breached at Tirhalor and the 1st Defendant had heavy work to do and to this the delay should be attributed. In endeavouring to settle the matter I called upon the Plaintiff to point out any error in the measurements. He refused to look into them. The Plaintiff would not point out where the measurement was wrong.

Signed H. R. Miah Major R.E.
District Engineer

Solemnly affirmed before me this the fourteenth day of July 1876.

Signed C. Rama Chandra Iyer
District Munsiff -
Major R.E.
District Engineer

from the original, one seen from

No 3
 Enclosure in a letter from
 the District Engineer of
 South Creek to the
 Secy. of the S. P. Co. 1876
 dated 14 October 1876

P.W.D.
 17 OCT 76
 No 7464

Deposition of Major
 Mead R. E. 2^d witness
 on the side of the Plain-
 tiff in Suit No 137 of
 1876

Mead R. E. District Engineer
 District Engineer

Suit No 137 of 1876 is now on
 Examination of Plaintiff's 2^d witness
 Narayana Sastry Naidu 2^d Defendant on
 solemn affirmations.

I was Engineer till 22nd June 1875;
 the P^lff had taken contract for the appala-
 vady channel work; there was no agreement
 in writing for it, I gave the contract to
 P^lff on the permission of Mr. E. Wiffen in his
 presence; it was decided that the P^lff should
 execute the work according to the estimate
 and plan, that is according to the original
 plan No 19 and estimate Exhibit I filed
 by 3rd Dec^r; amount of estimate Rs 4357-15-
 it is the duty of the P^lff to cut the channel
 according to the plan and slope the banks on its
 both sides; the contract was that of the work
 executed by the P^lff from time to time the
 portion finished was to be measured and
 paid for; the contract was to cut channel
 from the limits of Jorunguppan to that of
 Cochinmedra; the channel was to be cut
 from A to S. in the plan; one section from
 A

A to B; ~~one section from A to B~~; one section
from B to C; one section up to D; one section
up to E; one section up to F; one section up
to G; one section up to H; one section up to
I; one section up to J; this is Pondicherry
road; one section up to K; it was arranged
that, according to the level of the ground
from A to L, the channel was to be cut
commencing from 4 yds or 12 ft deep at A
until it is carried to the point L: and that
on the east thereof as the level of the ground
was equal to 20 ft depth, only banks were
to be put on both sides; I gave a copy of
the plan to the Poff; original plan was
first with Maistry Appasawmy Pillay
afterwards with Chemasawmy Naidu; the
Poff also used to look into this plan when-
ever required; in the plan the average
depth comes to $2\frac{1}{2}$ yds; after the Poff
commenced to cut ^{the} channel; I inspected
the first section of the work; at first the
work was commenced from A; I saw
the bill marked by ~~showed~~ to me; this is
the first bill; it is for 7339 Cyds; the

said bill is made for 400 & odd Rs at 1
anna 10 Cyds; and the total work mentioned
in the bill there is nothing incorrect; the
slope of the channel was incomplete; depth
was all right; Mr. Wiffen inspected the
^{said} work & initialled the bill; each work
was inspected from time to time; there was
nothing incorrect in the measurement
I saw the bill marked IV shown to me
the measurements noted therein were
taken by me; appointing specially a
Maistry I ordered him to see work done
from time to time & take measurements
I do not remember the asst. Eng^r giving
order; as by the former fresh of May 1874
the work then done having been washed away
it was impossible to distinguish new pit
from old one; I ordered the Maistry to take
measurements then and there; the work
noted in the bill marked IV was completed
by 22 September; I inspected this work
while in progress and after its completion
Range officers and myself inspected the work

on the 24th; fresh washed away on the 26th
the hill was made on the 22nd October
1874; after the work had been washed
away by the fresh I & Range officers
together with Offy went & saw it; when
we inspected before the work was washed
by fresh work from mark L to S was
completed; when myself & Range officer
saw the work after it had been washed
away by fresh it was in a state to be
done again; as it became impossible to
distinguish the old from new pits after
the fresh of May 1874, Maister was appointed
with instructions to take measurements
then & there & submit the accounts; work
was completely done from mark L to N
in the plan; from N to S the channel
was properly finished in depth, bank slope
and all; from L to N as there was much
cultivation raised in the land with the
exception of about 1 acre of land all the
other parts were completed in bank
and slope; as it was ^{under} paddy cultivation
work was not done to a distance of about
100 yds; from L to R ^{work} was completed.

also from H to J & from J to A ² was
done; but a small portion of it was not
done close to the French boundary near
palmira top; after the fresh I didn't
go & see it; the channel work from
J to D was completed; sectioning was
not done; sectioning was not done J to D
work from A to H was completed;
work from A to tunnel was completed;
the tunnel is between marks C & D;
sectioning was finished from A to D;
the work was thoroughly completed; Chief
Engineer had seen it; the work noted
in the last bill is the work done lastly
it was washed away by the flood the next
day after I and Asst Engineer inspected
it; as the work was washed away by the
flood it could not be measured; I saw
the hills marked M & N shown to me
of the months of February and March;
the assistant Engineer did not measure
the work mentioned therein; when inspect-
ing work it was customary to measure
it duly if any doubt was felt; I cannot
be positively said whether the work mentioned

in the 2 bills of February and March.
were completely done or not; stoppage of
Rs 15 per cent made were paid by the
Asst Engineer after inspecting the work.
fresh came down the river once in May
^{at that time} all the work done before that was damaged
the fresh came on the 7 May; when I
measured work & issued bill, there
were deficiencies of $\frac{1}{2}$ ft & $\frac{1}{4}$ ft in depth
from J to D; I am unable to say
whether Plff made up or not the said
deficiency before the fresh came & caused
damage to the said work, bill was issued
for each portion of the work; on seeing
the bill now it cannot be said for what
work it was; the place where the channel
work was going on was at a distance of
4 or 5 miles from the Range Officer's house;
from the house to the channel that is
a distance of $2\frac{1}{2}$ miles there is main road
if gone on work a distance of 1 mile
in the East and if two miles in the West
should be passed; Mr Wiffen has horses,
he has from time to time inspected the
work; I do not know the cause of his not

having measured it; in the bill marked
p. the mention "Asst inspected" made
was not written by the Range Officer
if he had written it, it should bear
his initials under it, the work was
fully inspected by him; the originals
of the bills are sent to the Controller's
office; without taking check measurements
it was usual to pay off the stoppage; it
is true that the Maistry was ordered to
keep account; accordingly he kept account
& gave it to me; I did not give Lakshmi
to put a board in front of the offshalanady
head sluice; I did not see how much
of the said work was done; there was no
bill made for it; Plff did work in
it; I did not measure it.

I heard the deposition read. it is correct.

Signed Narayanaswamy
affirmed on oath in my presence on
19th July 1876.

Signed C. Ramachandras Iyer
District Munsiff
(Two translations)

Major R. C.
District Engineer

Examination continued on 20th July 1876
on 20th July 1876.
4. Bills were passed & money paid; it
cannot be stated in detail that the said
payment was made for work done up to
what; in the 2nd mile of the channel there
is a palm tree; it is there that the channel
work was not done; sectioning was not done;
before the last Bill was given; I had
inspected the work and as the work
had been finished off I gave the bill;
when I saw the portion for which this
bill was lastly issued; sectioning &c were
fully completed; the work that should be
executed by Pff according to the contract
was not fully done; for the work finished
east of Pondicherry road the last bill
was given; the Pff did not complete
the whole work according to the contract
the work from mark D to L in the plan
was not completed; at the place where
the palm tree is about 200 ft had
to be excavated; the channel from D to L
except this 200 ft had been cut; but in

the depth there ~~was~~ ^{were} such differences as
1 ft 1 1/2 ft & 1/2 ft; moreover some places
were sloped & some were not sloped; I
saw the documents N & O; the Range officer
certified therein that the work was complete
as the Range officer signed the documents
marked M he signed it approving as
correct the measurement given by me;
the Range officer inspected all the work
done from the channel Head sluice to
the end; before the flood of May the
channel east of Pondicherry road was
nearly fully completed; by the fresh of
the 7th May the channel breached;
again Pff executed and finished it; on
the 22nd September; I & Range officer
inspected on the 24th; on the 26th
another fresh came down and washed
away the channel; this channel work was
not done west of the Pondicherry road;
the Head sluice is that situated at the
Head or beginning of the channel;
this is west of Pondicherry road; I did
not take the measurement; Maistry

took it. I inspected personally only
the channel cut R. I did not see all
the "mattoos" where earth was taken
out; the work by the head sluice
remained to be done. Off did it;
channel work was carried on daily;
Maistry can take measurements daily.
It was impossible for me to go and
take measurements daily; the
work commenced in each tak may
then and there that is in one day
be also completed; work may also be
going on for 8 or 10 days in one tak;
Maistry used to take measurements
daily; I did not even at one time
myself take measurements; the
channel should be 12 ft deep at its
head; it is easy to cut channel on
the surface of the ground; Maistry
gave me the last bill in January
1895; I might have seen the Maistry
after the 2^d fresh; Off did no work
after the 2^d fresh; the work specified
in the last bill was done before the

2^d fresh; it was done in the interval
between the 1st & 2^d fresh; 2^d fresh
came down on the 26th September 1894
the statement in the bill that the
work was going on until 22nd October
1894 was not written in my office
as the contractor demanded me
money in January for the work
done in September; bill was given
in January; during the interval as
Off did not ask me for money bill
was not given; as the Off came &
asked me for money in January
I gave bill & letter; soon after
the 2^d fresh came down I did not
ask Maistry for the account;
it was only when the bill was pre-
pared in the month of January the
Maistry gave the account; the
portion from D to L was to be deepened
at some places to $\frac{1}{2}$ ft and at some to
 $1\frac{1}{2}$ and even 2 ft; according to the
channel estimate it cannot be said
that it was fully completed

from A to S. I stated above that
first came down on the 26th September
that is wrong; fresh came down in
October 1874; Piff was carrying on
the channel work till the fresh came
down in October; after the fresh
in October Piff did no work; it
was the order that the Maistry
should report the work done daily
I do not remember whether he
reported or not accordingly; if he
had not reported accordingly I would
have checked the Maistry & fined
him; no such fine had been imposed
upon the Maistry.

Deposition read is correct.

(Signed) Narayanasamy

Affirmed on oath in my presence
on the 20th July 1876.

(Signed) B. Ramachandra Iyer
Distt Munsiff

(True Translation)

M. M. Major R. E.
Distt Engineer

into my hands. It was not passed

I do not intend to do so.

No. 2
Enclosure in a letter from
the District Engineer
South Arcot to the
Secy. to Govt. dt. 14/11/76
No. 137 of 14/11/76

P.W.D.

17 OCT 76

No. 7464

Deposition of
Narainasamy Naidu
2nd witness on the side
of the Plaintiff
in suite No 137 of
1876

69
The 1st Defendant G. E. Miffen Esq.

I am an Assistant Engineer in
charge of Range No. 42. I have
the charge of No. 1 for 3 1/2 years, I know
the Plaintiff now before the Court. He
was employed as Gang Maistry or Petty
Contractor in the Copalavady Channel.
As a Gang Maistry the Plaintiff was
not paid any Salary. A portion only
of the Copalavady Channel work was
executed by him in various parts of the
total length of the Channel. I have pro-
duced the plan. The Channel Com-
mences from A and ends with S. A to B
the Channel was excavated but sections
were not completed. B to L work was in-
complete. L to M 600 feet. M to S was
completed. Sections and every thing Com-
plete. The banks were not sectioned
between A and B. I saw bill III put
into my hands. It was not passed.

by me. It was issued by the 3rd Defend-
ant. It appears to have been sent
to me for payment by the 3rd Defend-
ant on the 22nd October 1874. I never
paid for the bills for several reasons
(1) I know it to be false (2) The work
was not measured by the 2nd Defendant,
but by the Maistry which measurement
we do not acknowledge. I do not remember
having inspected the work with the 2nd
Defendant before issuing the bill. I
saw exhibit V shown to me by Court.
It is signed by the 3rd Defendant and
addressed to me by him. I have received
it about the 14th of February 1875. From
what has been stated in the letter, I must
have visited the work, but inspection and
Check measurement are two different things.
The Maistry alluded to in the letter as
having measured the work was Chinna
Sawmy Naik. He was irrigation Maistry
of the Taluq of Cuddalore. His duty is
to supervise the work and carry out the

orders of the Taluq Ambar, but he had no
authority whatever to measure work, to make
estimate for work which is Taluq Am-
bar's duty. I never ordered that man mea-
sure daily the work executed by Plaintiff
nor could I have allowed the 2nd Defend-
ant to get such work from the Maistry.
He was Maistry in charge of the work
in question. As Supervising Maistry
he was in charge of the work. His
duty was to see that the banks were pro-
perly sectioned and that Channels were
excavated properly to the required depth
and width. The Maistry gave me a
measurement of the work in question, I
don't recollect when it was. It has been
filed in Court. Exhibit B was given to
me by the Maistry. 10130 Cubic yards
of work were executed by Plaintiff. It
does not bear my signature. I cannot
account why the Maistry measured
the work and sent to me the measurement
paper. It was never the custom in the

Department, but Maistry had not to my recollection tendered to me any such measurement before. I asked the Maistry who it was that gave him authority to measure the work. His reply was as far as I can remember that as he was in charge of the work he thought it was his duty to measure it and furnish me with an account. I have not recorded any remark upon the measurement. I might remark the paper was in my Office. From the time of its presentation to me up to the time it was produced before the Court. The measurement was false. I felt much suspicion of the measurement. Many grounds for suspicion. The original Estimate for excavating the Channel and filling the breaches was 1180 Cubic yards more than the original Estimate. This difference created much suspicion of the measurement of the

Maistry. My own measurement of the breaches was not totalled up, but I have got the figures. The total now made up comes to 3552 Cubic yards on both sides. It was measured by me on the 19-5-74. Some work has been executed since. I did not measure the work. This measurement was taken by me after the fresh in the river had damaged the banks and effected breaches. I have no recollection of having made any remark against the 2^d Defendant as to the measurement. The Plaintiff has done earth work in putting up a bank in front of the head Sluice. The Plaintiff was paid for the work. The cost has been included in the bill that I gave for money due to Plaintiff. The Plaintiff has been allowed 1330 Cubic yards. I measured the head Sluice bund on the 5th May 1874. There was fresh in the river in September 74. The bank was executed only in portion.

My period estimate was made in October
1874. No estimate for the bank. I have
produced all the bills issued in favour
of the Plaintiff. If I receive bills
for payments for work which I have not
inspected I used to pay deducting 15 per
Cent for Check measurement. I saw
bill No 4. I saw bill No 9 I paid Rupees
389-15-2 at the time. On No X I
paid Rupees 388-5-7 Stoppages upon
bills IX, X & XI were paid by me to the
Plaintiff in January 1875. From Feb-
ruary 1874 stoppages have not been paid.
I have Check measurements taken by me
for bills up to January 1874, I have lost
them. I lost them altogether when I was
stopped by robbers on the road. I have
mentioned some other papers were lost
I was not asked to give a detail of pa-
pers. I have not taken Check measure-
ments for subsequent measurements. If
possible Check measurements ought to be
taken within a reasonable time after the

bill is passed for payment. The last bill
was paid by me in August 1874. No
Check measurement was taken by me
for bills paid in February, March, May
and August. The bill in question was
rejected by me in January 1875. In Sep-
tember fresh came in the river. After
the fresh subsided I took level and
checked the work, but before the check
levels were taken there was heavier fresh
in the river and it much damaged the
work. My time was fully occupied by
the Penniar Amiah at Trichalore. Rea-
sonable time was a month or 6 weeks just
according to the amount of work in hand.
The stoppages were made merely to be
paid after the correctness of the measure-
ments made by the Overseer is ascertained
by me. Even if a part of the work was
damaged by fresh in the river I would
be able to ascertain the quantity of work
with a small difference. The check
measurement was completed in February

1874. I saw bill No 13. I inspected the work on the 21st March 1874. I merely inspected the work. I have signed that Certificate. I made a rough measurement in March 1874. Rough measurement does not require as much time as Check measurement. The work for which bill was issued was to my approval. I saw No XIV. It contains a similar Certificate signed by me. I inspected the work on the 19th January. I must have taken a rough measurement of the work. I could not have Certified to the effect unless I had ascertained upon rough measurement that the amount of work was correct. I have no voucher to show that I took rough measurement in May 1874. I saw No XVI. It bears my signature. The one not signed by me is only office copy. I offered certain terms by way of compromise. The Plaintiff was offered 600 Rupees. It was before the suit. The Plaintiff said he would

19)
let me know. It was only after that the Plaintiff filed the suit. I was instructed to speak about compromise by the District Engineer. I never offered 600 Rs upon my own responsibility. The sum was fixed by the 3rd Defendant. I do not know how he ascertained it. I had no authority to make any payment. I cannot pay any money out of Government money to Plaintiff. There is no original estimate for the bind. It was included in my revised estimate. According to the original estimate the quantity of earth work to be executed was 69,25 cubic yards.

By 3rd Defendant's Vakil

The Plaintiff had done 43,05 Cubic yards of earth work before the first fresh in the river. We do not actually measure the work that is called the rough measurement. Actual measurement is taken when the work is completed. We do

not measure it before it is sectioned.
Sometimes Overseer issues bills before they
are sectioned according to the nature of the
work. When the Contractor completes his
work he is entitled to payment of the
full stoppages. Stoppages were never
paid before personal inspection. I have
not taken check measurement on all
bills given to the Plaintiff. Overseer
measures the work and signs the bill.
Payments are made deducting 15 per Cent
upon bills and they are not paid till.
Range Officer measures the work. I
took check measurement in March/74.
A portion of the work was checked.
The other portion of the was not completed
according to Estimate. It is not possible
to take measurement every day. Revised
Estimate was prepared by me after the
3rd fresh / Exhibit II / I saw. It contains
measurement as taken by me in 1875
October. There was no written engagement

between the Plaintiff and D. O. H.
Contractors would take engagement in
writing. The term of the engagement was
that the Plaintiff should execute the
channel work for which he should
get one Anna per cubic yard. I took
actual levels and then got the figures in
Exhibit II. This measurement was taken
by me personally. I am positive that
that much work only was executed by
Plaintiff 914,165 Cubic feet. The quantity
of further repairs was 53113. another item
was 4010. The 3 items comprise the earth
work done for putting up the bank in
front of the head sluice. I saw bill
No 13. The work was inspected on the
21st March 1874. I have not taken check
measurement. I do not take check mea-
surement until the sections were com-
pleted. I inspected the portion of
work for which bill was issued. It
was not sectioned. I saw bill No IV
The bill was paid for. The work was

not inspected by me. I paid the bill amount minus 15 per Cent. It has been the practice prevailing in this Department not to pay the full amount before inspection by Range Officer. Bill No XVI was not paid after inspection.

It has been paid upon Overseers Bill Exhibit XI I saw. It is a bill. It bears a Certificate signed by me. The effect of the 1st Indorsement is that check measurement was taken and that the holder was entitled to the full amount. The Indorsement on B is not so, I have produced the perused estimate and my note book. 4 Bills called for I have produced. The Plaintiff was asked by me and by the District Engineer to look into the measurements taken by me he refused to do so. Spoiled banks were not complete between

A & B Still I paid the full amount. The 1st fresh was in May 1874, 2^d fresh was in September 1874. The 3^d fresh

was in October. The work was damaged by the fresh. The 2^d fresh was in September. I have no recollection of having completed the work before September. The delay in taking check measurements was owing to heavy work in hand and to my having been busy with the Penniar Ancient. The exhibit III was sent to me in January 1875. I do not recollect in what month that work was done. The Plaintiff has done no earth work after September but he has done the bund near the sluice. I cannot account for the delay in sending me this bill. It was in the possession of the 2^d Defendant. The 2^d Defendant was in the Department in January 1875. I believe I questioned him as to delay. He cannot get measurement from Maistry so he said. The bill in question was sent to me and the Maistry furnished me with a Memo of measurement. I saw the plan. It represents the sections in their present state. C. to D.

P.W.D.

17 OCT 76

7464

NR

D. P. W.
SOUTH ARCOT.

No. 137

Camp.

Criddalore

Dated

14th October

1876.

From

The District Engineer,

South Arcot.

To

The

Secretary to Government
D. P. W.

8 Enclosures

Sir,

2 Copies of
depositions
6 Translations
of depositions

As promised in my letter No. 133
dated 6th October 1876 I have the honor
to forward copies and translations of the
evidence in the Copalavady Suit.

2. The grounds on which I propose
to base the appeal are as follows:-

1. In the judgment no credence has
been given to Mr. Wiffen's complete
measurement made out in September 75
from notes part of which are before
the Court, the others having been lost
when Mr. Wiffen was robbed, on the
other hand every credence is given to
measurements taken at different times
by the 2^d Defendant and Maistry
part of these are daily measurements
which the 1st and 3^d Defts state to
be impossible to take correctly and the
measurements for the portion of the
work

Deposition of the
1st Defendant, D.P.W.
Mr. Wiffen's death
13th of 1876.

Enclosure in a letter from
the District Engineer of
South Arcot to the
1st Defendant, D.P.W.
14th October 1876

work East of the Pondicherry road are manifestly in excess of the work done because this work was completed as estimated and partially washed away. Mr. Wiffen in his evidence gives from his note book the lengths that were injured (the breaches) and shews that only a portion was destroyed for however the work done in repairing this damage the Maistris account exceeds the total quantity of work originally estimated.

II. In para 17 the Munsiff states that the 1st Dept. was not in the habit of checking earth work on the evidence of the 2nd Dept., this is not in the evidence.

III. The offer of compromise is no proof of the 3rd Dept. thinking the 1st Dept's accounts are incorrect.

IV. There is nothing in the evidence to show that the Plaintiff had to or did execute work again and again, the only portion done twice was that East of the Pondicherry Road and the bund.

V. The judgment is not in many places

places founded on facts or evidence⁴ and shews throughout a leaning towards the Plff. not a single point in favor of the Dept. is even noted on.

3 The last day for notice of appeal is the 29th October 1876, a fee of Rs. 90 is required for it, as in L.O. No. 2550 dated 22nd September 1876 authority is given for the appeal I will before that day request the Government Vakil to make it.

*value of
Stamp paper

I have the honor to be
Sir
your most obedient servant

M. M. — Major R.E.
District Engineer

807-4-76 No 927
- 22-9-76 - 2550

P.W.D.
1700776
7464

From: 3 November 1876
No 600

No 600

Cy 31-10-76

Despd to Oct 17-10-76. Ret. with off.

ENCLOSURES 3/1
Copalavady channel
Contractors' work -
enclosed with documents
to the grounds for approval
from the Government and
Department in connection
with - and relating
to the work of the
to be granted to give
the Government in the
to have the work done
the Government for the
approval.

No. 137

Dated 14th 3 October 1876
Despatched 14th 3 October 1876
Received 14th 3 October 1876

To The District Engineer
South Arcot.

From SOUTH ARCOT D. P. W.

No 137 of 1876 on the file of the District
Moonsiff's Bench of Cuddalore
Decree by C. Ramachandra Iyer

Plff.

Defts.

Chinnasamy Naidoo son
of Parthasarddy Naidoo of
Tripaplore Cuddalore Taluq
Vahals Shriemala Row and
Subbar Row.

1. Mr. G. R. Miffen Apts
Engineer South Arcot re-
siding at Sorakalpet, Cud-
dalore Taluq.
2. Nairasamy Naidoo
late Taluq Engineer of Cud-
dalore but now pensioned re-
siding at Tripaplore of the
said Taluq.
3. Major H. R. Mead R.E.
District Engineer residing
at Sorakalpet District of the
said Taluq.
Vahals for the 3rd Defts Shriem-
mal Row & Krishna Row.

It is stated by the Plffs that according
to an Estimate sanctioned by the D. P. W. for
cutting a channel from the Ponar river
in the limits of Jorincopam a French
village for the irrigation of the village of
Copalavady the 1st and 2nd Defendants gave
in September 1873 to the Plffs Contract for

execution of 69725 C. yds of earthwork at the rate of 1 Anna per C. yd. amounting to Rupees 4359-13-4 and the Puff. was carrying on the work. That the Puff. as per above Contract and as per orders of the 1st and 2nd Defts. gave from time to time executed the said work, which the said Defts. after inspecting, measuring and passing granted Bills, and that after completion of work, in disbursing the amounts as per Bills, 15 on some occasions and 25 per cent in one were stopped to ensure completion of work and the remainder of the amounts of the Bills paid to the Puff. that the Puff. completed the said earth work on the 24th of October 1874, which the 1st and 2nd Defts. measured and passed, and the 2nd Deft. on the 12th February 1875 granted a Bill amounting to Rupees 639-8-4 due to Puff. for the same; but the 1st Deft. has delayed the payment of that amount, that according to the orders of the 1st the 2nd

Deft. gave a Tahed to the Puff. directing to put a kind of 4 feet high above ground in front of the Sluice built at the ^{Head of the} Opalavady Channel so as to join the two banks in order to prevent the flood water entering the Head Sluice and damaging the work done, that the Puff. executed this, but that the 1st and 2nd Defts. did not properly measure and pass it and paid nothing for the same; that on this account a sum of Rs 148-8-4 for 2376 C. yds at the rate of 1 Anna per C. yd. is due to the Puff.; that the Puff. asked the 1st and 2nd Defts. to pay the undermentioned sums due to him in person and by letters, but that no answer was received, that afterwards when the 3rd Deft. was asked in the above said manner for the sums, he without giving any answer sent in at last a Memo No 385 to the Puff. to the effect that in case of his not receiving in compromise the amount which he has spoken of to the 1st Deft. only Rs 3-4-4

District Engineer

P.W.D.

12 OCT 76
7309

No.

1

Copy of Deed

No. 137 of 1876 on the file
of the District Munsiff
Court, Gundlupet
Dated 9th Decr 64
Sept 1876

Under of the 33rd Regt
appears for the copy made
of the said Deed &
the copy given to the Co.
Recd on the 29th inst -

Enclosed in a letter from the
District Munsiff of Gundlupet to the
Major, Mysore, dated 10th Dec 76
under No. 600 of 1876

1st Sheet

In the District Munsiff Court of Gundlupet
On the day of September
One thousand eight hundred and seventy six
Present

L. Ramachandra Iyer District Munsiff
Suit No. 137 of 1876

Chinnasawmy Naidoo
of Tripasaloo } Plaintiff

By Vakils Trimala Row
and R. Subba Row

1. By C. Wiffen Esq.
Assistant Engineer Gundlupet

2. Narayanaswamy Naidoo
Late Owner } Defendants

Gundlupet Taluq
3. Major H. R. Meade R.E.

District Engineer
South Arcot

By Vakils Krishna Row
& Srinivas Row

This suit is brought to recover Rs. 1288-13-5 alleged to be due to Plaintiff
for certain earthwork executed by him

2. This plaint sets forth that the Plaintiff
having as contractor undertaken to excavate
an

an irrigation channel from the Pannar
in the limits of Jeringappan Village
in the French territory according to the
estimate sanctioned by Government -
commenced work in September 1873; that
the Plaintiff according to the instructions
given to him by the Range Officer
the 1st Defendant and the Overseer the
2^d Defendant from time to time exe-
cuted the earthwork which they inspec-
ted measured and approved and paid for
making out of the amount of each of two bills
a stoppage at 15 per cent to ensure completion
of work; that the work was completed by
the 24th October 1874 and while the defend-
ants 1 and 2 inspected measured and
approved the work the 1st Defendant has
declined to pass the bill granted to him
by the 2^d Defendant for payment of Rs 639-8-0;
that the Defendants 1 and 2 should pay Plain-
tiff Rs 118-8-0 for 2376 cubic yards of
earthwork done by him for putting up a bank
in front of the head sluice to prevent the
channel from being damaged by the floods in the
river.

river flowing through the head sluice; that
the Plaintiff's repeated applications to the
3^d Defendant the District Engineer, have
proved ineffectual and that he therefore
sues for Rupees 1288-13-5 as particularized
below:-

Stoppage due to the Plaintiff	Rs-500-13-5
Amount of the bill issued by the 2 ^d Defendant for the portion of work lastly executed by the Plaintiff	639-8-0
Cost of earthwork in putting up bank in front of the head sluice	148-8-0

Total — 1288-13-5

3 The 1st Defendant allowed the said
to go exparte against him.

4 The 2^d Defendant pleads that the
Plaintiff has no cause of action as against
him.

5 The 3^d Defendant in his written
statement affirms that the Plaintiff
while according to the original arrange-
ment was bound to complete the channel
work by excavating the channel as well
as

as sloping or sectioning it and the
 bund has not sloped and sectioned as
 greater part thereof that more completion
 of work to the approval of a superior officer
 to ensure which stoppage were intended,
 has disentitled the Plaintiff to such
 amounting to Rs 500 - 13 - 5 that the measure-
 ments contained in the bill of 12th February
 1875 are manifestly false and they have
 not been taken by the Overseer but by a
 Maistry whose measurements the overseer
 had no right to accept and rely upon; that
 the bund in front of the Head sluice could
 not have cost more than Rs 70 - 13 - 4 and
 his claim is excessive; that according to
 the revised estimate prepared by the
 1st Defendant the Plaintiff is entitled
 to Rs 3 - 4 - 4 and that this would be
 payable if the work was duly completed.
 The 3rd Defendant points out certain abur-
 dities in the quantity of earthwork said to
 have been executed by the Plaintiff.

6. The following documents were
 filed by Plaintiff

2nd shut

- A Sakid No. 112 dated 8th September 1874
 issued by the 2nd Defendant. ✓
- B Sakid No. 153 of 11th November 1874
 issued by the 2nd Defendant.
- C Memorandum No. 385 of 21st February
 1876 issued by 3rd Defendant.
- D Plaintiff's petition dated 22nd September
 1875 to 3rd Defendant.
- E Plaintiff's petition dated 18th November
 1875 to 3rd Defendant. T
- F Plaintiff's petition dated 31st January
 1876 to 3rd Defendant. S. M.
- G Plaintiff's petition dated 18th February
 1876 to 3rd Defendant. U
- H Bill dated 11th November 1874 for
 Rupees 1288 - 13 - 5.
- I Bill dated 14th July 1876. 15
- J Bill dated 17th December 1873 for
 Rupees 389 - 14 - 2. X
- K Bill dated 23rd October 1874 for
 Rupees 456 - 12 - 0.
- L Bill dated 19th January 1874 for
 Rupees 555 - 1 - 1. 22
- M Bill dated 20th February 1874 for
 Rupees 536 - 2 - 10. 22

N. N. Bill dated 23rd March 1874 for

Rupies 286-12-0

O. O. Bill dated 28th May 1874 for

Rupies 675-20-0

P. P. Bill dated 24th July 1874 for

Rupies 136-0-0

Q. Q. Bill dated 19th August 1874 for

Rupies 503-12-0

R. R. Inspection Report of Mr. G. C.

Wiffen for October 1874.

S. & T. Plaintiffs Private accounts

U. Registered letter receipt dated 29th

March 1875.

V. Registered letter receipt dated 18th

February 1876.

W. Inspection Report of Mr. G. C. Wiffen

for September 1873

X. Do Do Do Do October 1873

Y. Do Do Do Do November 1873

Z. Do Do Do Do December 1873

AA. Do Do Do Do January 1874

BB. Do Do Do Do February 1874

CC. Do Do Do Do March 1874

DD. Do Do Do Do April 1874

EE.

EE. Inspection Report of Mr. G. C. Wiffen

for May 1874.

FF. Do Do Do Do June 1874

GG. Do Do Do Do July 1874

HH. Do Do Do Do August 1874

II. Do Do Do Do September 1874

The following documents were filed
by the 3rd Defendant.

I. Original estimate of the Cossalavady
channel work.

II. Measurement of the Cossalavady
channel work.

III. Measurement of the Cossalavady
channel work by Irrigation Ministry

IV. Bill dated 22nd October 1874.

V. Letter written by the 2nd Defendant to
the 1st on the 13th February 1875.

VI. Letter written by the 1st Defendant
to the 3rd on the 31st January 1876.

VII. Plaintiffs Petition dated 28th May 1875

VIII. Estimate for clearing the silt in the
Cossalavady channels.

IX. Plans showing the Cossalavady channel

X. Note Book produced by the 1st
Defendant.

XI

VI Bill for the work done in Frank Road No. 9.

XII Bill dated March 1876.

XIII Bills issued to Contractor Sakri Sahib. The witnesses examined by Plaintiff.

1. Major Mead R.E. (3rd Defendant)

2. Sreenivasa Saik

3. Moorthalainy Pillai

4. Sannasa Whetty

5. Appalaomy Whetty

6. Govinda Pillai

Joint witnesses.

1. Mr. G. E. Wiffen (1st Defendant)

8. The following issues were framed by the Court:

9. The Plaintiff affirming and the 3rd Defendant denying that the work undertaken by Plaintiff was completely executed.

the 1st issue is:-

I Whether or not the channel work undertaken by the Plaintiff was completely executed according to the terms of the engagement; and whether or not he was entitled to payment of Rs 639-8-0 the amount

3rd issue.

of the said Bill and also to the stoppages amounting to Rupees 500-13-5.

II Whether the prior payments made to Plaintiff on bills granted by the 2nd Defendant and Overseer in charge of the work were not tantamount to approval of that portion of the work for which they were issued; or what is the practice of the Department in this respect.

III Whether the cost of earthwork done by Plaintiff for putting up a bank in front of the Head Sluice was Rs 148-8-0 or Rs 70-13-4.

10. The Suit coming on for hearing the Court delivered the following judgment.

11. The Plaintiff's claim consists of 3 items viz:-

Rupees 639 due for bill (Exhibit II)

Rupees 500-13-5 stoppages

Rupees 148-0-0 due for earthwork done for putting up a bank in front of the Head Sluice

12. Exhibit XI is the original plan from

from which it would appear that the
proposed line of channel from the Pemas
for the irrigation of Aspalavady
and the villages in its neighbourhood
was to be excavated commencing from
point A near the Head Sluice in an easterly
and South easterly direction to point B. As
it was a long line the work continued
from September 1873 for more than a year
and it had to suffer much from the floods
in the river during its progress and the
Plaintiff had to execute portions of work
again and again, as they after completion
were damaged by floods in the river.

13 There has been no writing to show
the terms of the engagement between the
Plaintiff and the 1st Defendant; but
they both admit that the work was
started upon a mere verbal contract
to the effect that the Plaintiff should
execute the channel work and draw the
costs of such portions of work that he may
do according to the practice prevailing in
the

the Department which he knew. As the
work progressed the Plaintiff was
allowed to draw money upon bills
issued by the 2^d Defendant Salugan
Overseer in charge of the work and
countersigned by the 1st Defendant the
Range officer on 8 occasions; and these
were between October 1873 and August
1874. According to the evidence of the
2^d Defendant, it is quite clear that the
work or the portion of work covered by
the Bill in question had been once
completed by the Plaintiff before the
7th May 1874 to the approval of the 1st
Defendant; but it was damaged and
washed off by a flood in the river
on the 7th of May; and the same
work was a 2^d time executed by the
Plaintiff in the instruction of the
2^d Defendant, who by a written order
(Exhibit A) directed the Plaintiff
to reexecute the work, though the
quantity of earthwork should exceed
the estimate. It was believed that
it

it would exceed the original estimate as the action of the current in washing off the work had formed deep trenches on the ground which were to be filled up.

14. The bill questions was issued by the 2^d Defendant for payment of Rs 639-0-0 being the cost of work lastly executed by the Plaintiff and this the 1st Defendant objected to pass for payment on the ground that the quantity of work said to have been done was incorrect and that the work was measured not by the 2^d Defendant himself as he ought to have done but by the Maistry in charge of the work.

15. This 1st Defendant in his examination has admitted that there was flood in the river thrice during the progress of the work and that the 1st fresh was in May, 2^d in September and the 3^d in October 1874. This having damaged the work by effecting breaches, the Plaintiff had to fill them up and clear.

4th shut

clear the line of channel of silt. For such extra work the Plaintiff was to be paid for. It would appear from the examination of the 2^d Defendant that he, from difficulty he had experienced on former occasions in ascertaining the quantity of work correctly after the flood in May 1874 had damaged the work and effaced the pit levels, had directed the Maistry in charge of the work to measure the Plaintiff's work daily and keep an account so that if the work suffered likewise and if difficulty occurred again, he may adopt and rely upon the measurement thus taken. This order I must observe he was prompted to give by the chances of damage which he prudently foresaw; and in this he has not gone beyond his power as the 1st Defendant himself admits that the Maistry's duty is to superintend the work and carry out the order of the Quarter. When the work referred to in the bill in question was finished, the 2^d Defendant and the 1st Defendant went over it, and two days after

after inspection it was washed away
by a heavy fresh in the river; and the
levels of pits excavated having been
wholly filled up and no trace of any
pit having been noticeable; he affirms
he had to rely upon the measurement
that had been taken by the Maistry.
If it was Overceer's fault or neglect that
he had not measured the work himself
on the day that he went out with the
1st Defendant, the Plaintiff is not to
suffer. The bill in question contained
a certificate to the effect that the work
was measured by the 2^d Defendant
himself; and this he explains by saying
that the certificate was a mere form and
that, to avoid the consequences of its turning
out false, he had sent to the 1st Defend-
ant a letter explaining to him the
circumstances under which the Maistry's
measurement happened to be adopted.
This is Exhibit C. The Maistry had
already rendered to the 1st Defendant his
his measurement of the work in question
and

and the 1st Defendant does not seem
to have noticed it, as one not acceptable.
This paper is III. and it was in the 1st
Defendant's office until it was produced
in the court. The Maistry is still
in service and should have been dis-
missed from his situation as he accord-
ing to the 1st Defendant's statement
admitted the 2^d Defendant in certifying
the quantity of earthwork incorrectly. The
1st Defendant affirms that he was positive
or knew that the measurement made by
the Maistry was false. If the Maistry
was guilty of fraud, the 1st Defendant
would have at once turned him out
and taken some action upon his conduct.
16. N to S is a very large section or
sub division of the line and the work
executed by the Plaintiff in it is
admitted to have been completed, sloped
& sectioned and the 1st Defendant himself
admits that it was to his approval. He
first emphatically denied having
inspected the work with the 2^d Defendant
before

before the flood in October 1874 but
subsequently he could not help retract-
ing his denial of inspection from a
reference to the 2^d Defendant's letter
Exhibit V. Every detailed abstract of
work appended to the bills clearly, as if
it was a warning to the range officers
contained these lines "The nearest & most
convenient place to be inspected for by the
Range officers" The table in the margin

shows the
dates of several
Bills for which
the Plaintiff
was paid by
the 1st Defend.
ant. In March
& May, the
Plaintiff
was paid for
two Bills to the
extent of
Rs 1083 merely
upon the Quot-
ter's measurements
and

and the work was not at all checked by the 1st Defendant, nor did he check the portions of work to which the Bills of July and August referred. This 1st Defendant's inspection report for May 1874 shows that on the 7th he went over the portion of the channel and found it damaged by flood. He was unable to find out the exact quantity of damage as the whole length had then been partially flooded. On the 19th he inspected a portion of the channel with the then District Engineer to see what damage had been done to the work. Beyond this I do not see any thing in the report of the 1st Defendant. There is not a word said as to the quality or quantity of the work. His last inspection was on the 19th May 1874 and bill O was paid for by him on the 28th idem. This was a good occasion for the 1st Defendant to check the Curzen's measurement and discover any fraud in him. The 1st Defendant had also certified to the effect that the amount of the bill was covered by work executed up to date and the work was good. This work he never checked at all. For work executed in July and August bills P & Q were issued by

by the 2^d Defendant: and they were paid for
by the 1st Defendant upon Overseer's measure-
ment on the 19th and 25th August 1874. Con-
sidering the extent of damage done to the line
of channel by the flood in May and looking
to the probability of its repetition, the 1st
Defendant as one interested in the affairs
of Government was bound within a reason-
able time to have checked the measurements
of work for which bills O, P & Q had been
issued. The 1st Defendant has not done any-
thing towards checking the work or measur-
ment of Overseers, the most important of all
duties devolving upon a Range officer till
February 1875. Admittedly he has not checked
the work covered by the amount of Rs 2107 for
which bills were issued in March, May,
July and August 1874, notwithstanding the
situation of the work in every way conveni-
ent for inspection and check for the civil
Government work was going on within 3 or 4
miles from the 1st Defendant's house; and
inspection and check which in the interest
of Government he ought to have done would
not have cost him much time.

17. Let me see whether the 1st Defendant
has checked his Overseer's measurement at
all or whether he, as affirmed by the 2^d
Defendant, never used to check the work.
The 2^d Defendant is positive that, ever since
the 1st Defendant joined the Range, he has not
checked any earthwork executed by him,
except one tank work which was done 2
years ago and that he used to rely invariably
upon his Overseer's measurements. Did the
1st Defendant check the portions of work to
which bills R, M & N refer?

18. Bill R was paid for upon the 2^d
Defendant's measurement on the 25th October
and the work was not inspected by the
1st Defendant until the 19th of January 1874.
I do not see any record to show if this was
checked at all by him. The detailed state-
ment of work appended to T & U bears and
entirely simply to the effect that the 1st
Defendant inspected on the 19th January
1874 and the certificate is to the effect that
the 1st Defendant measured the work.
There is no similar certificate on R; nor
is there any voucher to show that the portion of
work

work to which the bill related was checked;
but the stoppages referred to in the said 3 bills
were paid to the Plaintiff on the 20th January
1874. The 1st Defendant has kept no book
for entering the check measurements taken
by him. The absence of any such book kept
specially for the purpose induces me to believe
the statement of the 2^d Defendant that as
a rule the 1st Defendant never used to take
check measurements. Bills paid for in
February and March have not been
checked and this is not satisfactorily account-
ed for. These two bills cover work to the
value of Rs 1085. On referring to the inspection
report from September 1873 to the correspond-
ing month in 1874, called for by me from
the 3^d Defendant, the 1st Defendant appears
to have been on the line of channel on
the 21st and 30th March. "to check measure"
whether on these dates he actually checked
the work the register bears no entry. If the
words "to check measure" meant that the
1st Defendant actually checked the work
up to date and which I cannot suppose
he did; for he has not referred to the date and
number

6th sheet

minutes of the bill, based on the ~~minutes~~
I should conclude from the similar entries
in the inspection report for April and
September 1874 that he checked the work
up to the 5th September; for he had been
over the work "to inspect and check mea-
sure" on the 21st and 30th April and 5th
September 1874. The entries on this do not
mean that the 1st Defendant checked
the Overseer's measurements, the 1st Defendant
himself admitting clearly that he had not
taken check measurements since February
1874.

19. It is the most important of all
duties devolving upon a Range officer &
that he should devote a considerable
portion of his time to the inspection of
work carried out by contractors for which
bills may be furnished by the Durums
and that he should frequently check such
measurements to satisfy himself that
the work charged for has actually been
executed and that the Government have
not been defrauded by contractors. Stringent
instructions

instructions to this effect have been issued by Government & insisting upon the strict adherence by all Range officers to the duties of supervision and check, and these duties are interest in the Government will not neglect. But in this case I do not see any voucher before me that this duty was fulfilled by the 1st Defendant, and notwithstanding the favourable situation of the work as to the distance from his home. The 1st Defendant's failure is unaccountable and his explanation is very unsatisfactory. The 3rd Defendant is not to be blamed and he joined this District only in September 1875. The object of Government in enjoining upon Range officers to keep a book for the purpose of entering check measurements taken was to secure an effectual check upon frauds of Bureau or Contractors; and in this case the 1st Defendant has lost sight of its importance. If the 1st Defendant had followed the Government order the records will then

be a very cogent evidence in support of the 3rd Defendant's plea. And each case of check measurement the bill affected by it should be referred to. This not being done, it is difficult to find out what portion of work was left by the Plaintiff incomplete.

20. It is not the duty of a Contractor nor is it possible for him to keep the work executed by him and which was inspected and approved by a proper officer under a canopy during rainy weather and for any length of time or until the Range officer at his will and pleasure should check the measurement. The delay in the present case is by no means accountable. The 1st Defendant admits having taken rough measurement of the work on the 21st March 1874. Bills N & O have certificates duly signed by the 1st Defendant to the effect "I inspected the work" on such date. The amount of the bill is covered

by work incurred. The work is good.

The 1st Defendant affirms in his examination that he checked the measurements of work up to February 1874 and that he took rough measurements of work up to 21st March 1874; with respect to the certificates on N & O he says that he merely inspected the work and took rough measurements and he is positive that he could not have certified to the above effect unless he had ascertained upon rough measurements that the amount of work was correct. The certificate on O certifies the correctness of the quantity of work covered by the bill; and the whole quantity of earth work the correctness of which the 1st Defendant cannot now question is as shown in the margin.

Then the quantity of earthwork up to the 19th May 1874 has been certified by the Range officials to have been correct; and the

J. —	7339
K. —	7308
L. —	6685
M. —	10092
N. —	7280
O. —	14401
by 21 st March 1874	53175

7th sheet

the work also seems to me to have met his approval inasmuch as he has stated it to be good.

21. Payments upon bills P & Q were made upon the 2nd Defendant's measurements who has certified that the work for which they were issued were measured by himself and that he found the work satisfactorily performed. Taking the 1st Defendant's own statement, it is quite clear that on checking the 2nd Defendant's measurements of work referred to in the bills J, K & L, the 1st Defendant found the measurement quite correct; and his rough measurements of work comprised in bills M, N & O have also proved the 2nd Defendant's measurement to be correct; and the quality of such a large quantity of work that has cost the Government Rs 3316 has also met the 1st Defendant's approval; and no remarks whatever against the work is to be found in the inspection Report. After payments of money for bills P & Q, the 1st Defendant would appear from his inspection report for October

October 1874 to have inspected the work on the 7th idem, found all breaches except the one "East of the road which is left open to allow the water to go down the drain, closed and greater portion raised to full height and sectioned. The 1st Defendant also found that the fresh of the 18th September had brought a large quantity of silt in the channel. Though he could have then checked the work referred to in Bills P & Q, he had not done so. The inference to be drawn from it and the absence of any voucher against the quality or as to any defect in the work is that the work had been performed to his approval. I fully believe the 2^d Defendant's assertion that the work alluded to in the two bills was correctly measured by him. I give much credit to his evidence more because of the absence of any incorrectness found by the 1st Defendant in the 2^d Defendant's former measurements; so that the quantity of earthwork covered by bills from J to L must be taken to have been correct and quality thereof good. The 1st Defendant having in

my opinion throughout relied except in the case of two bills J & L, upon the 2^d Defendant's own measurements he could not successfully question the quantity, nor I and he from the date as to what steps the 1st Defendant took to adjust the Plaintiff's accounts since March 1874 to February 1875, when the bill in question was presented for payment. If the 1st Defendant found the Plaintiff very slow and neglect the work, it was for him to have adjusted his accounts and turned him out and put in another man. The 1st Defendant knows that the work had been once damaged by flood in May and that the Plaintiff filled up the breaches and cleared the choked up parts of the channel and actually laid a great portion of the line again. Nevertheless the 1st Defendant would not check the work for months together and kept himself quiet till September 1875 for nearly a year since the date of the bill in question. After the work was again damaged by flood in

in September and October, the last flood
was so very heavy, that it damaged three
of the arches of the Bridge over the river;
and after all the traces of pit levels were
effaced by flood, the 1st Defendant measure-
ed the entire work as if he had been
defrauded by Plaintiff, from the
commencement and making an estimate
of the quantity of work just as he chose
told the Plaintiff to receive the costs
thereof at the stipulated rate which he
affirms left to his credit a balance of
Rs 3 and odd. The 3rd Defendant was not
personally aware of the state of things
and yet he tried his best to effect a
compromise by offering to the Plaintiff
Rs 600.0.0 in full liquidation of all
his claims against the D.P.W. The 3rd
Defendant the District Engineer would
not have offered such a large sum as
Rs 600.0.0 while the 1st Defendant's
measurements showed a balance of
Rs 3 only, if he had any faith in the
1st Defendant's accounts. It is very
awkward to suppose that the 3rd Defendant
was

8th sheet

was quite conscious of the correctness of the
1st Defendant's measurement of the whole
work when a revised estimate was pre-
pared by the 1st Defendant and still offered
Rs 600.0.0 to the Plaintiff. The 3rd Defendant
affirms that he relied upon the information
given to him by the 1st Defendant and that
the plea put in was with reference to that
information. It is to be observed here that
the information furnished to the 3rd Def^t
by the 1st Defendant was not quite correct
and it is inconsistent with the bills
put in by Plaintiff. The 3rd Defendant
in his written statement, affirms that
the actual Cys done by Plaintiff towards
the progress of the work is ascertained to
be 46485 cubic yards and 10626 Cys to-
wards repairs. These two items amount to
57111 Cys. The 1st Defendant himself
has ascertained the correctness of the
earthwork referred to in Bill No. 1 to 0
amounting to 53175 Cys and besides this
12043 Cys of work have been done by
Plaintiff

Plaintiff, as would appear from P & 2
the correctness of which is sworn to by
the 2^d Defendant, the Overseer. The two
come to 65218. This quantity of work the
1st Defendant cannot but admit. Add
to this 10232 cubic yds of earthwork referred
to in the bill in question according to the
Measurers measurement. The Plaintiff
was perfectly justified in refusing to
accept 3 Refusals and in pressing his claim
against the Defendants by a suit and
he was not bound to have appealed to the
3^d Defendant, and the suit without it
would be as well.

22. I know the mode of payment
adopted by the Defendants it is clear that
the undertaking between the parties was not
to defer payment for work till the Plff
should completely execute the work; but
he as affirmed in his examination was
to be paid; it does not at all signify for
what purpose; during the progress of the work
for each portion of the work he completed
of course subject to certain deductions with
which

which I shall presently deal. The
Plaintiff had been accordingly paid
several bills. The Plaintiff was in
opinion entitled to payment for the
last bill and the 1st Defendant was
not justified in withholding payment
of the same.

23. I fully believe the evidence of
the Measurers to the correctness of the
measurement rendered by him to the
1st Defendant and for which the bill
in question was issued and the 1st
Defendant himself admitting that
the work between N & S, of which the
work referred to in the bill was a part
had been completed and banks had
been sectioned and sloped to his approval
the Plaintiff is in my opinion entitled
to recover Rs 639.8.0 without any
stoppages.

24. Stoppages claimed by Plaintiff
were not made as pleaded by the 3^d
Defendant to ensure complete execution
of the work; and although it may have
been

but the theory still it clashes with how
the 1st Defendant has treated it in this
case. The stoppages made on bills J. R. &
L. were paid to the Plaintiff, while the
work was in progress and before the
completion of the entire work. This pay-
ment the 1st Defendant would not
have made if the practice of the
Department, was as affirmed by the
3rd Defendant. The 1st Defendant has
allowed the Plaintiff to entitle himself
to payment of stoppages upon each bill -
directly the 1st Defendant inspected or
rather checked, as he affirms the portion
of the work to which the bill related.
This the 1st Defendant has admitted
in his examination by stating "I have
not taken check measurements on bill
given to the Plaintiff. Quince measures
the work, signs the bills; payments are
made deducting 15 per cent upon bills
and they are not paid till the Range
officer measures the work" This is
quite opposed to the plea of the 3rd Def^t.
in his written statement that according
to

9th shut

to the practice of the D. P. W., a deduction
of 15 or more per cent is made on all
bills until the whole work was com-
pleted. The 1st Defendant, in another
part of his examination states that stoppages
were made merely to be paid after the
correctness of the measurement made by
the Quince is ascertained by me. He
himself admits that reasonable time to
check measurements was given, and
in this case, says he, he was too fully
occupied by the Peniar's agent to devote
any time to check the measurements.
from March 1874 to February 1875.
25. and the 3rd Defendant after joining
the District Inspector 1875, learned
that the channel was twice done by
the Plaintiff and twice washed away
by the fresh in the river and inspected
the work in December 1875. He says
he found it improperly executed, and
it did certainly appear to him as
great damage had been done to it by the
unnatural

unusual flood of October 1874 since which
 the Plaintiff has refused to do any work
 unless his accounts were adjusted. The
 Electric Engineer, while admitting
 that the 1st Defendant appeared from
 the records to have had a good deal
 of work in 1874, gives as his opinion that
 the Range officer ought to have looked
 into the Plaintiff's accounts earlier and
 settling them with him, put in a new
 man; and he plainly states that he
 does not quite approve of the unadjusted
 state of the accounts for several months
 as in this case. These things ought to
 have been checked by the 3^d Defendant's
 predecessor who does not seem to have
 instituted any scrutiny into the records
 of the Range officer.

26. The work referred to in No. 40
 has been approved by the 1st Defendant
 himself. The portion of work for which
 P & 2 have been issued has been certifi-
 fied by the 2^d Defendant to have been
 satisfactorily

Mr. E.
 was the
 & is w
 much
 but
 work
 done
 Sant

satisfactorily performed by the Plaintiff; this 1st & 2^d.
 Defendants now affirm that a portion
 of the line had to be sloped and sectioned
 and it is now impossible to find out
 which portion of work referred to in bills
 J to 2 was defective; so that the probable
 costs thereof may be deducted from the
 stoppages for bills P & 2. The Plaintiff
 affirms that no portion was to be
 sectioned or sloped, but he ceased to
 do any more work after the refusal
 of the 1st Defendant to pay for the
 bill in question. The Plaintiff is a
 contractor, and could not get evidence
 to prove that he had sectioned and
 sloped the whole work; but as the
 1st Defendant has admitted in his
 inspection report for October that
 a greater portion of the line was
 sectioned and sloped, and the
 surveyor having certified the work
 to have been satisfactorily performed.

I resolve to decree to Plaintiff the full amount of stoppage.

27. As to the earthwork executed by Plaintiff in putting a bund in front of the Head sluice, no estimate had been prepared by the 1st Defendant; but he through the 2^d Defendant directed the Plaintiff to put it up. It was neither measured by the 2^d Defendant nor by the 1st Defendant. In the absence of any previous estimate it is impossible to know the quantity of work executed by the Plaintiff whose accounts I have therefore to believe as to the quantity. I therefore resolve to award to the Plaintiff Rs 148-8-0 as claimed by him.

28. The mismanagement of the 1st Defendant having originated this suit, he must be saddled with all costs of the suit.

29. I award to Plaintiff against the 1st and 3^d Defendants Rs 1288-13-5

10th shut

The 1st Defendant will bear all costs of the suit.

/ Signed / G. Ramachandra Iyer
District Munsiff

/ True Copy / By order of the Court
/ Signed in Tamil / Leothandarama Iyer &
Head Gornias Sah

/ True Copy /

/ Signed / Major. R. E.
District Engineer

Judgment
Suit No 137 of 1876
Delivered to the 2^d Defendant's
Vakil on the 29th September 1876

P.W.D.
12 OCT 76
7309

Enclosure in letter No 133
from the District Engineer
South Arcot to the Secretary
to Government D. P. W.
dated 6th October 1876

Copy of judgment in
suit No 137 of 1876 and
the file of the District
Munsiff's Court of
Cuddalore.

No 133

D. P. W.
South Arcot.

No 133

DISTRICT ENGINEER'S OFFICE.

Camp

Dated

Shateatope
6th October

1876

From

The District Engineer,

South Arcot.

To

The

Secretary to Government
D. P. W.

2 Enclosures

Sir.

1 Copy of
Judgment

1 - do - of Decree

As promised in my letter
No 113 dated 4th ultimo, I have the honor
to forward a copy of the judgment
and decree of the Popalavady suit.
I am having the evidence translated
and copied in my office and will
forward them as soon as completed.

2 With regard to the judgment,
I can only remark that I do not
consider it is founded on the evidence.
Mr. Wiffen's evidence has been
entirely put on one side and that
of the 2^d Dist. Nairamasamy
Naidu and the Maistry has been
accepted

accepted as true. I am very glad
therefore that Government have
in G.O. N. 2550 dated 22 September 76
given authority to give notice of
appeal and trust that, on appeal,
the damages may be reduced.

3 I cannot of course excuse —
Mr. Woffen for his utter carelessness
with regard to this work, his neglect
both in the execution of the work and
in not having taken proper check
measurements has caused the suit,
and his not being able to produce
good written proof of his check —
measurements is the reason of the loss
of the suit in the Monsieff's Court.
Had he in 1874 gone carefully over
the work and made up the
Contractors account instead of
delaying until the end of 1875, his
evidence would have been very
valuable and must have, I
believe

believe gained the suit. I regret
to have to add, however, that this
is not the only work in the Range
over which there has been great dif-
ficulty in closing the accounts —
owing to the absence of recorded
check measurements and to the
way the works have been allowed
to be executed.

I have the honor to be
Sir
your most obedient servant
M. M. — Major R. E.
District Engineer

-229-76-2550-

R.W.D.
12 OCT 76
7309

Recd. 3^d November 1846
No. 60.

460

Aug 31-10-76: 2-1-78

Resps to Oct-12-10-76. Retain at office.

Copalony Channel
 Copalony's death - str-
 anding with her mother
 of the Devere and
 and in the -

Dated _____
Despatched _____
Received _____

Dated

Q

10

5113

The District Engineer

South Arcot.

K'roun

SOUTH ARCOT D. P. W.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the

Read the following :—

From Dr. Ingr. S. Arcot E.H.L. 133 of 6 Oct 1876.
C-137 f-14

His Grace the Governor in Council,
after a careful consideration
of the judgment of the District
Judge and of Mr Wiffen's
remarks & explanations with
regard to the points noticed
therein, sanctions the appeal
against that judgment being
presented in the District Court,
and Mr Wiffen will take
care that all the facts of the
case are ~~being~~ brought before
that Court in such a manner
as to show clearly & fully what
the circumstances were

by: 25/10

His Grace the Governor in Council is of opinion that in the suit for the recovery by the Contractor of the Copalavady Channel of the amount due to him for work executed, the District Munsiff's judgment is one against which it would be useless to appeal, and His Excellency directs therefore that the appeal provisionally sanctioned in S.O. No. 2500 of 1881, the 22nd September last be withdrawn.

2. The judgment clearly shows that the impossibility of effecting a proper settlement of the Contractor's Accounts was due to the omission of Mr. Wiffen, the Range Officer, to check the work done from time to time, and within a reasonable time of its execution; also to his having made payments for work represented by his subordinates to have been done, during a very long period, without having ascertained the correctness of the measurements taken by those subordinates. He appears also to have appended certificates

to the accounts submitted by him, which were not true.

3. It is to be noticed also that it is further alleged by the Overseer Naramany Naidoo that Mr. Wiffen has not been in the habit of exercising any regular check, by means of measurements taken by himself, over the work measured by the Overseer, and this allegation is confirmed by the fact that Mr. Wiffen was unable to produce any record of check measurements.

4. His Excellency in Council can entertain no doubt after reading the judgment in this

case of there having been for a long time past in the Cuddalore Range a very negligent system of conducting the most important duties of a Range Officer, while it is equally clear that no effective supervision over Mr. Wiffen's manner of performing his duties was exercised by the late District Engineer.

5. Mr. Wiffen has shown himself to be unfit for the charge of a Range, and as by his great neglect Government have suffered loss in the case of the Oopalavady channel, he will be required to pay all the costs of

the suit in the Moonsiff Court.

6. The District Engineer will report what expenses have been incurred in connection with the appeal against the Moonsiff's decree.

7. The Chief Engineer P. W. D. will arrange for Mr. Wiffen's relief from the charge of a Range, and for his employment in a manner suited to his capabilities.

by 17/10

J. A. S.
P. W. D.
P. W. D.

7309 } Cir. 51/2
7464 }
7708 }

From Mr. S. Arca
133 of 6th Decr. 1876.
" 137 " 14 do
" 142 " 24 do.

The compliance of the
hurdle attend by the
complaints & it is
that the appeal shall
proceed with a view
Court's judgment is a
one of the main points
whole case.

No 2957

Public Works Department.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Under date the 3 Nov/76
Read the following:—

From Mr. S. Arca
133 of 6th Decr. 1876.
" 137 " 14 do
" 142 " 24 do.

His Grace the
Governor in Council,
after a careful con-
sideration of the judgment
of the District Munsiff
and of Mr. Wiffen's re-
marks and explanations
with regard to the points
noticed therein, sanctions
the appeal against that
judgment being prosecuted
in the District Court, and
Mr. Wiffen will take
care that all the facts
of the case are brought
before that Court in such

a manner as to show
clearly and fully what
the circumstances were.

Wm. B. Utter

Wm. B. Utter
11/29/10

Wm. B. Utter

11-60-61

Dr. S. Arch. & MS. Corp
C. E. Sprad
En. P. H. K.
11-15-76

31-10-76

To

Deferi

Issued

Reed

Encl.

G. O., *340/102* 1876, No.

Nos. 60-61

Smil; South Carol Brit

The prosecution of the
appeal drill in the case
of the Bopalavady Channel,
sanctioned with remarks

16-11-76