

(1) Number of pages 18
(2) Date of repair 6/87
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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

P.W.D

DEPARTMENT

G.O. No.		Press.
B.P. No.	3191 - w	Mis.
Dated	5-12-1882	198 .

Not to be folded or roughly handled

A. Mani

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

No. 29.

READ—the following letter from J. W. RUNDALL, Esq., Superintending Engineer, Second Circle, to the Chief Engineer, Public Works Department, dated Western Delta, Bank Canal, 16th November 1882, No. 836 N.L.:—

I have the honor to forward the correspondence noted in the margin, regarding the rent to be charged for the Government bungalow at Ongole occupied by the Assistant Superintendent of Police during the absence of the permanent incumbent, Mr. Worsop, on privilege leave.

Copies of No. 58 of 28th October 1882, from the Assistant Superintendent of Police, and No. 419 of 7th November 1882, from Executive Engineer.

2. It appears that Mr. Worsop's *locum tenens* did not occupy the house for the whole period of Mr. Worsop's absence on leave, but has paid rent for the time of his occupancy. Mr. Worsop states that he left his furniture in the house, as a matter of courtesy, for the use of the gentleman acting for him.

3. I do not feel myself competent to remit the rent while the house was actually occupied, and I therefore request the favor of orders on the particular point, and for future guidance, should a similar case occur in regard to other Government bungalows.

No. 30.

ORDER—dated 5th December 1882, No. 3191 W., Public Works.

In the present case Mr. Worsop is clearly liable for such portion of the rent as was not defrayed by his *locum tenens*.

2. The rule which would govern a private contract must be held to apply in such cases. If an officer leaving his station for a time desires to be freed from the liability to pay rent he must notify his intention and absolutely vacate the premises. If he elects to leave his furniture in the building, whether as a matter of convenience to himself or for the accommodation of the officer acting for him, it is to him that the Government must look for the rent. Any arrangement entered into between him and his *locum tenens*, in regard to payment for the accommodation secured to the latter, is entirely of a private nature, with which the Government can have no concern.

(True Extract.)

Lieut.-Col., R.E.,
Ag. Under Secy. to Govt., P.W.D.

To Superintending Engineers.
To the Examiner, Public Works Accounts.
" Revenue Department.
" Judicial, &c., Departments.
" Military Department.
Exd. S. T. Austin.
Spare Copies

GENERAL
ESTABLISHMENT

Gobt. of (1882) Madras.
PUBLIC WORKS.

Dated December, 5th.

Recd.

Encl.

G.O., 5th Dec. 1882, No. 3191 W.

DECEMBER.

Nos. 29-30.

Rent.

Mr. Worsop, the Assistant Superintendent of Police, held to be liable for the — of the Government bungalow at Ongole during its occupation by his *locum tenens*, and a general ruling in such cases laid down.

No. 836 N.L.

Superintending Engineer's Office,
2nd Circle, Western Delta Bank Canal
16th November 1882.

From

The Superintending Engineer,
2nd Circle.

To

The Chief Engineer
and Secretary to Government,
Public Works Department.

Sir,

I have the honor to forward the Correspondence noted in the margin, regarding the rent to be charged for the Government Bungalow at Ongole occupied by the Assistant Superintendent of Police, during the absence of the permanent incumbent Mr. Worsop on privilege leave.

2. It appears that Mr. Worsop's *locum tenens* did not occupy the house for the whole period of Mr. Worsop's absence on leave, but has paid rent for the times of his occupancy. Mr. Worsop states that, he left his furniture in the house, as a matter of courtesy, for the use of the gentleman acting for him.

3. I do not feel myself competent to

remit the rent while the house was actually
occupied, and I therefore request the favor
of orders on the particular point, and for
future guidance, should a similar case occur
in regard to other Government Bungalows.

I have the honor to be,

Sir,

Your most Obedt. Servant.

J. W. Prindall

Superintending Engineer,
2nd Circle.

Comd. J. W.

From

The Supt. Engineer,
2nd Circle

To

The Chief Engineer and
Secretary to Govt. P.W.D.
Madras

Dated 16th

Despatch 18th

Recd

November 1882

No. 836 N.L.

Ongele - Government Bungalows, occupied by the Asst. Supt. of Police, at - Forwards, for orders, correspondence regarding the rent to be charged for the - under certain circumstances.

No. 58

Office of the Asst. Supt. of Police, Sub
Division, Koller District, Ongole.
Dated 28th October 1882.

From

The Asst. Supt. of Police
Koller District.

To

The Executive Engineer
Koller Division.

Sir,

* On 28th Oct.

With reference to your letter No. 453, I have the honor to inform you that I have already paid the Sub Engineer in Ongole Rs. 25 being house rent for half of June and half of September. I gave over charge of the Sub Division on the 15th June and received charge again on the 16th September and I object to pay any more. As a matter of Courtesy, I left my furniture in the house for the use of the Officer acting for me; if I had not done so there would perhaps have been an indignant howl. It is scarcely fair, therefore, to charge me with the rent. I understood that acting allowance was passed from the time of my departure to the time of my return. I object not on account of the money, but on principle.

Instead of leaving my furniture in the house,
I could very easily have hired godowns at
one Rupee per mensem and which would have
done quite well for 3 months.

I have &c

/Signed/ M. G. Worsop
Asst. Supt. of Police.

No. 419.

Mellone
Executive Engineer's Office
7th November 1882.

From

The Executive Engineer of Mellone.

To
Sir,

The Superintending Engineer, 2nd Circle.

I have the honor to forward,
in Original, Letter No. 58 of 28th ultimo, from
the Assistant Superintendent of Police at
Ongole, this is the first reply I have re-
ceived to repeated reminders on the subject
of House Rent due for June last.

2. Mr. Worsop went on Privilege leave
in June and he left his servants and furniture
in the Government Bungalow at Ongole, his
Successor Mr. Persse did not arrive at Ongole

until nearly the end of the month and he
paid rent only from the date of his arrival.
I beg that you will kindly instruct me
as to which Officer I should look to for
payment for the period intervening or if I
should waive the rent altogether. Your
decision will also affect the rent due for
part of September when there was a similar
interval between the departure of Mr. Persse
and the arrival of Mr. Worsop.

I have &c

/Signed/ C. B. Henderson Capt. R.E.
Executive Engineer, Mellone.

/True Copies/

D. W. Rumsall
Superintending Engineer,
2nd Circle.

Read the following:—

Letter from the S.C. Second Circle No 836. Dated 16th May 1892

FOR ORDERS.

In this case Mr. Morsop is clearly liable for such portion of the rent as was not repaid by his former tenants. On vacating a house owned by a private person, a clear month's notice would be required—and if occupation was

The rule which would govern a private contract must be held to apply in such cases—If an officer leaving his station for a time desires to be freed from the liability to pay rent—he must satisfy his intention and substitute another person to vacate the premises. In the present case, the furniture was kept in the house, in the interests of Mr. Perse, and if he elects to leave

although he is doubtless
morally bound to pay the
rent, the Government
cannot, apparently, from
a legal point of view,
look to anybody else than
Mr. Worsop.

2. As similar cases of
the kind are not unlikely
to arise in the future,
a definite ruling seems
necessary.

W. S. Lambey
— Col. RE
Secretary to Govt. M.D.

Madras }
24 Mar 82 }

LS
27/11

The Hon. H. E. Sullivan.
FOR ORDERS.
his furniture in the
building shelter as
a matter of convenience
himself or for the
accommodation of
the officer acting for
him it is then that
the Govt must look
for the rent. Any
arrangement
entered into between
him & his locum
tenens in regard to
payment for the
accommodation
secured to the latter
is entirely a private
matter with which
the Govt has no
concern.

2/12
31/9/11

From
The Supt. Engineer }
Secy. Circle } P.O. No. 836 Kh. of 16 Nov 82
No. 3/9/11
G. S. at
Est. att
PUBLIC WORKS DEPARTMENT.
PROCEEDINGS OF THE MADRAS GOVERNMENT.
Under date the 5th Decr/82
Read the following—

In the present
Case Mr. Worsop
is clearly liable
for such portion
of the rent as was
not defrayed by
his locum tenens

The rule which
would govern a
private contract
must be held to
apply in such
cases. If an officer

leaving his station
 for a time desires
 to be freed from the
 liability to pay rent
 he must notify
 his intention and
 absolutely vacate
 the premises. If he
 elects to leave his
 furniture in the
 building whether
 as a matter of
 convenience to himself
 or for the accom-
 -modation of the
 officers acting for
 him, it is to him
 that the government

must look for the
 rent. Any arrange-
 -ment entered into
 between him and
 his locum tenens
 in regard to pay-
 -ment for the
 accommodation
 secured to the latter
 is entirely of a
 private nature
 with which the
 government can
 have no concern.

16
 5
 19
 17
 162
 To Supt. Engineers ✓
 by P. W. A. ✓
 Recd Deptt. ✓
 Ind. C. & Deptt. ✓
 Ind. Deptt. ✓
 Sept 11-12

All

4/12/82

7985

Gobt. of (1882) Madras.
PUBLIC WORKS.

6/12/82

Dated

Recd.

Encl.

G. O., 5th Dec: 1882, No. 3191-17

Nos. 29-30

Reat

The Honorable the Secy.
Supt. of Police held the
liable for the — of
the Reat. Bungalow at
Dagah during its oc-
cupation by his
locum tenens and a
general ruling and
down —
Reat in Receipt

6/5/82