To.

W. Hughes Esquire
Division Officer, Tanjore D
Tanjor

The humble Petition of Sreenivassiengar contracto

Honored Sir,

The repairs to the Civil Court H at Tranquebar, was done with great diffici by making use of props and Scaffolding as the coolies were very afraid to work inside the building as a portion of the roo gave away as witnessed by your honor.

On presenting a Petition to Mr: Davidson that he was made to sustain a loss by lessening the measurement of some, by omitting to measure some, and by fixing a new low rate, for some of the portions, the Gentleman gave a cheque for Rs 318 without Settling the difference. I accepted the chequ else I would incur the displeasure of the Gentleman.

As more than Rs 1000 is due h but only Rs 318 ~~was~~ is paid to me, I have here enclosed an Endorsement that your Honor w be pleased to order payment of the balance

I beg to remain,

21 - 4 - 87

(Signed) Sreenivassi

Tranquebar 5th March

To

J. P. Davidson Esq:

Assistant Engineer in cha

Myavaram Sub. Divi

Most Honored Sir

To the utmost I have in order to please your Honor I have great deal of pains, known also to you by doing the best work, and as substa as I could have done, so it may me with your Honors entire satisfaction, much fear, I have been endeavouring only from these views, I had before me have all the works of the Court House now brought to a close that I had been very kindly entrusted by your Honor with them.

As the pillar bricks that I had in readiness for proceeding on with the outer work, having been afterwards found of no use as the plan and estimate were quite different and not in accordance with the thickness required for the venetian frame pillars in front of the southern outside verandah which had to be built; and also bricks then that were in readiness for the beam supporting pillars to be built inside the hall of the Court House having had to be made use of in that work and a further supply of fresh bricks, having had to be subsequently made for the latter work, also

Nonsense

What you [illegible] to do is this.

this is only what you under took to do.

Nonsense

you have [illegible] up the [illegible]

Claim

[illegible] 21. 4. 81 [illegible]
[illegible]

also Mr. Baker when in charge directing me now and then to attend to different other proper works at the same time, hence there was delay in the work,

Nonsense

As I am ignorant myself of the language so I was incapable to see any thing myself of the several items entered in the Bill which have been prepared by Mr. Overseer Taylor from time to time for payment.

it was your business to see to this.

The Bill intended for the last payment prepared by Mr. Taylor that had been given me when showing it to a person who knew English some of the items therein entered were explained to me being in excess and less of the measurements, which when on informing the Overseer and handing over the Bill to him he quite agreed with me, and though I had even fully compared myself of all the items as very carefully with my own accounts yet the Bill is also not done accordingly subjecting me thereby to a heavy loss and therefore depending only on your Honor with the hopes never would I be ruined consequent on the said Court House work that I had taken on Contract and so I took much trouble about it I therefore most humbly grace your Honor that as I am now greatly pressed upon by my Creditors for the payment of certain sums of money I have been borrowing on account of the work kindly to have pity on me, as to once more finally to measure all the works, and with due justice that I hope to receive from your hands to order that a final Bill to be prepared from your office for payment.

[illegible]

Nonsense

you had no business to take up the work unless you could afford it.

I beg leave to remain

Most Honored Sir,

your most obedient humble servant.

JEQ

7. 3. 81.

Indorsement on petition from Contractor Streenevassa Iyengar setting forth claims to the amoun of Rs 820 for extra work allaged to have been done in repairin the Tranquebar Court House and not included in bill.

No 1507

The undersigned does not consider the Contractor entitled to any further payments. The Contractor's claims consist of ten items.

1st. There is no error in the measurement of pillars. The Contractor's contention that the section of the pillars should be taken as the square of the diamete is wrong. As to the rate, the pilla work has appeared in several bills and has not been objected to before.

2nd. The rate Rs 11 for flooring was derived from accounts furnished by the Contractor to the Overseer who made the bill. No more can now be allowed.

3rd. Hooks to Venetian Blinds.

Claim

Claim cannot be allowed. The blinds are entered in the estimate "complete with hooks &ca" and the Contractor has received estimated rate.

4th Ironstraps to beams. This is a trifling work worth perhaps Rs 2. As the contractor has not made the claim before it must be considered that the cost of the straps is included with the work of putting up the beams.

5th Treasury Door. Claim not admissible. Two or three months before the Contractor made the door he received a plan with a complete detailed Specification. The plan was correctly figured but not being drawn to scale the number of vertical bars was not exactly right. As the figures were right and the contractor was referred to similar doors in the Ponan cutchery as examples there is no excuse for the error. Besides the iron which had to be removed and replaced was used for other work in the building

Brick

6th Brick in chunam. The work round 7 (not 9) doors & windows no doubt cost more than was allowed but the Contractor got the amount in the estimate as he did for other doors & windows where there was less work than estimated amount would cover.

7th Panes of glass. Must be considered a part of repairs to doors and windows.

8th Repairs to doors & windows The contractor is not entitled to the lump sum provided in estimate but only to the actual value of work done. This was considered at the time the bill was made and the sum of Rs 75 entered in bill has been accepted by Contractor

9th Scaffolding. The materials of scaffolding erected departmentally were handed over to the Contractor free of charge and he had besides the use of the old wood work. He made no objection to the allowance for scaffolding when the final bill was made out. Claim cannot be entertained.

Fancy

10th. Facing ends of joists in wall. It is not usual to allow any thing extra for work of this description.

11th. Sundries 5 per cent on work. Too general a claim. Cannot be allowed especially as every work done which admitted of measurement has been entered in bill.

12th. Wedges under joists. The wedges were or might have been all made from old timber. The cost must have been very little, and as no claim was made before final bill was accepted it must be supposed that it was not intended to pay for them as extra work.

Though his claims have been examined into at length it is not considered that the Contractor has a right to make any claim now. He had five weeks to examine his bill between its preparation and his acceptance of it and might during that time have stated

stated to the undersigned any objections he had to the amounts entered.

W. Hughes
Executive Engineer
Tanjore Dn.

Tanjore Exe Engrs office
Lower Anicut 19th June 1881
Despd 20th

[illegible]

Thro' the Sub Dn office
Mayvm.

Gl Regr No 450 of 21-6-81
Received and forwarded through Mr Overseer Taylor
W. [illegible]
Sub Engineer
21-6-81

Recd. 24-6-81

Forwarded to Contractor
28-6-81 M Taylor

	[illegible]	 3	182 14 0
18·45	Sq of tile roofing to be removed and Collecting materials	.. 12 ..	13 13 5
791 7/8	Cft. of Concrete foundn with Soorky	.. 2 ..	98 15 9
747 3/4	Do Foundn with brick in Soorky	.. 2 6	116 13 4
1811 7/8	Do Superstructure Do	.. 3 ..	339 11 7
1070	Rft of Columns Do	.. 3 3	217 5 6
13·245	Sq. of terraces with brick on edge 3" jelly 3 courses of flat tiles & 3 coats of plastering	25	331 2 ..
	Carried over		1300 12 1

8/290-21/80

P.W. Eng
3052/80

and as no claim was made before final bill was accepted it must be supposed that it was not intended to pay for them as extra work.

Though his claims have been examined into at length it is not considered that the Contractor has a right to make any claim now. He had five weeks to examine his bill between its preparation and his acceptance of it and might during that time have

stated

III^d Circle

Tanjore District

Tanjore Division Mayaveram Taluq

Abstract Estimate No. of 1880-81.

Head of Service Provincial
Fund Ordinary
Departmental Head Repairs
Main Head Civil Buildings
Sub Head. A. Judicial Department
Section 1 Court House

	year	Amt
Original cost		
Valuation		
Last repair		

Estimate when & by whom called for In G.O. No. 2295 Wy 13 June/78

Name & Nature of work. Revised Estimate for repairing the Court House at Tranquebar

Quantities	Description of work	Rate	Amount	Amount of each part
11706	Cft of demolishing old walls & terraces	- - 3	182 14 6	
18·45	Sq. of tile roofing to be removed and collecting materials	- 12 -	13 13 5	
791 7/8	Cft. of Concrete found.n with soorky	- 2 -	98 15 9	
747 3/4	D.o Found.n with brick in Soorky	- 2 6	116 13 4	
1811 7/8	D.o Superstructure D.o	- 3 -	339 11 7	
1070	Rft of Columns D.o	- 3 3	217 5 6	
13·245	Sq. of terraces with brick on edge 3" jelly 3 courses of flat tiles & 3 coats of plastering	25 - -	331 2 -	
	Carried over		1300 12 1	

	Brought forward		1300 12 1
137	Rft of parapet wall with plastering & balustrade including brick work top and bottom, plastg. complete	„ 12 „	102 12 „
344	Rft of cornice including plastering	„ 4 6	96 12 „
47.00	Sq of plastering 2 coats below terraces between joints with soorky mortar	3 8 „	164 8 „
84.60	Do. of Do. 2 coats with soorkee mortar	3 „ „	253 12 9
2.00	Do. Sundry plastering & cornice of parapet walls of pedestal	3 „ „	6 „ „
9.18	Sq of removing old granite stones and replacing the same	5 8 „	50 7 10
69.94	Do. of flooring with squire bricks laid over a bed of concrete neatly pointed	7 „ „	489 9 3
212.08	Do. of yellow washing 2 coats to walls including scraping walls & removing old coats	„ 10 „	132 8 „
105.00	Do. of whitewashing 2 coats to walls & doorway removing old coats & scraping walls	„ 9 „	59 1 „
262 2/3	Cft of teakwood wrought & put up	2 12 „	722 5 4
612	Sft of venetian blind with frames hooks &c complete in front verandah	1 „ „	612 „ „
90 1/4	Sft of panelled & glazed doors folding hinges with frames hooks &c complete	„ 12 „	67 11 „
29 13/16	Do. Iron door with frames complete	1 8 „	44 11 6
12 5/8	Do. of Ventilators with frames and iron articles	„ 8 „	62 9 „
	Carried over		4165 7 9

	Brought forward		4165 7 9	
45.00	Sq of Painting with milk white paint 2 coats to doors windows & beams including scraping & cleaning	2 8 „	112 8 „	
34.50	Sq of green paint 2 coats to doors and windows	2 8 „	86 4 „	
	Repairing the doors & windows		100 „ „	
	Scaffolding		60	
			4526 3 9	
	Sundries & Contingencies 3 percent		138 12 3	
	Superintendance at Do.		137 „ „	
	Total Rs		4800 „ „	
	Deduct the cost of old materials to be used		300 „ „	
	Total Estimate Rs			4500 „ „

Additional work now required

482 15/16	Cft of Demolishing old brick work	„ „ 3	7 8 9	
54	Do. Concrete foundation with soorke	„ 2 „	6 12 „	
56	Do. Foundn. with brick in soorke mortar	„ 2 6	8 12 „	
158 5/8	Do. Superstructure — Do.	„ 3 „	28 15 10	
71 1/10	Do. of Columns — Do.	„ 3 3	14 7 1	
1.98	Sq. of terracing with brick on edge 3" jelly 3 courses of flat tiles & 3 coats of plastg	25 „ „	49 8 „	
54	Rft of ornamental parapet wall including brick work at top & bottom & plastering complete	„ 12 „	40 8 „	
72.00	Sq. of plastering with 2 coats of soorkee mortar	3 „ „	216 „ „	
	Carried over		372 7 8	4500 „ „

stated

	Brought forward				372	7	8	4500 .. ..
193 12/48	Cft of Teakwood wrought & put up	2	12	..	531	13	5	
943 1/2	Sq. of Painting with 2 coats of green paint to doors and windows complete	2	8	..	23	9	5	
34	Dº of wood oiling 2 coats to new joists &c	2	8	..	85	..	..	
75	Sft of panel doors in jury room & rear bench	..	12	..	56	4	..	
303 3/4	Dº of venetian windows with frames &c complete	1	..	..	303	12	..	
8 13/24	Cft of Teakwood wrought for frames to centre glazed door in rear porch	2	12	..	23	7	10	
28	Sft. of Panel door with frames complete for treasury room in addition to iron door	1	..	..	28	..	..	
95 1/3	Dº of fitting new shutters with hinges &c complete to 13 ventilators in hall	..	3	..	17	14	..	
39 3/8	Dº of Iron barred windows with batten shutters complete on South side of record room	..	12	..	29	8	6	
2	Frames to side glazed doors in rear porch & fitting on old shutters	20	..	..	40	..	..	
1	Fitting door in north side of record room with 9 iron bars 3/4 diameter	12	..	..	72	..	..	
2	Removing windows on north & East sides of record room & fitting them each with 11 iron bars	6	8	..	13	..	..	
7	Retattening shutters to door & window	4	..	..	28	..	..	
	Carried over				1564	12	10	4500 .. ..

5 MAY 86

stated

7

	Brought forward				1564	12	10	4500
9	Fitting in new windows	3	..	..	27	..	..	
3	Dº Glazed door complete	2	..	..	6	..	..	
13	Dº Ventilators	1	..	..	13	..	..	
[illegible]	[illegible] doors in record room	[illegible]			[illegible]			
2	Dº new windows in Dº	3	..	..	6	..	..	
4	Dº old Dº in Dº	1	..	..	4	..	..	
	Scaffolding for putting up joists & filling in between with brickwork				30	..	..	
	Total				1656	12	10	
	Add difference between actual value of old materials as formerly estimated				149	12	..	
					1806	8	10	
	Deduct the amount allowed in original Estimate for 2 new glazed doors in rear porch not required				67	11	..	
	Carried over				1738	13	10	4500 .. ..

	Brought forward		1738	13	10	45[illegible] .. ..
	Sundries & Contingencies at 3 percent		54	2	2	
	Superintendance at D°		65	..	..	
	Total Estimate Rs					1858 .. ..
	Ryot's shed					
2.10	Cft of Brick in chunam	.. 26	32	13	..	
5.50	Sq. of flooring with sqr brick over a bed of Concrete & painted neatly	7	38	8	..	
3.20	D° Honey comb work tile in chunam	6 8 ..	20	12	9	
~~8.10~~	~~D° of [illegible] entrance~~					
1.29	Sq. of whitewashing 2 Coats	.. 3 ..	1	6	..	
	Total		115	12	..	
	Superintendance & Sundries at 6 percent		9	4	..	
	Total Rupees					125 .. ..
	Grand Total Estimate Rs					6483 .. ..

I do hereby certify that the above Estimate for repairing the Court House at Tranquebar amounting to Rs 6483 provide for everything necessary & that no Supplementary [illegible] will afterward be required

(True Copy)

W Hughes

Exec Engineer

Tanjore Dn Office
2nd September 1880

7/2902?/86

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3652/86

5 MAY 86
[illegible] Circle

stated

Tranquebar ~~[illegible]~~
7th [illegible]

To
W. Hughes Esquire
Executive Engineer
Tanjore Division.

The Humble Petition of Sreenivasiengar ~~Contractor~~.

Most Honored Sir,

I most humbly and respectfully beg to bring the following to your honors kind notice with the full hope that your honor ~~may~~ would be pleased to ~~render~~ give it your honors favourable consideration and render me justice.

I. Pillars. I have taken the contract at a reduced rate only under the impression that the measurement will be made as shown in the Estimate and plan supplied. If it is to be made otherwise an increased rate which would come up to the amount provided for in the Estimate should be given. As I have not less work than estimated for I have made no objections as I don't know English and cannot read what was provided for in the previous bills alluded to in your No: 1507 / 19-6-81 I was only of the opinion that my dues would be properly settled in my final bill. I beg therefore that the measurement may be taken as shown in the Estimate or an increased rate should be given to me as I have not less work than shown in the plan.

2. Polished plastering black & white. Mr. Davidson and Mr Taylor have informed me that the actual cost would be given to me if I inform him of the co And so I informed of the actual cost (i.e) Rs 15

I cannot see any reason how the bill was made allowing the rate of Rs 11. Your Honor may even look into the estimate for the Tanjore Civil Court House for the same. I beg that the actual cost at Rs 18 may be given to me.

3. Hooks to Venetian blinds. This is not provided in the plan and Estimate which if referred will clearly prove; nor it is necessary for them. I have done this work as I was informed that actual cost will be given to me by the Sub Division Officer Mr: Davidson. I therefore beg that payment may be made to me for the same.

4. Iron straps to beams. I informed the Sub Division officer that straps are necessary to strengthen the ~~joints~~ joints and that I would not do it unless I am paid for it as the same is not provided in the estimate. He promised to give me its cost which is Rs 4 at Rs 2 each. I have made my claim for it in the accounts your Honor has examined and beg that it may be paid to me.

5. Treasury Door. I don't know whether the plan was drawn to the scale or not. The vertical bars therein shown was only 10 and there is no correct figure shown ~~[illegible]~~ in the plan supplied to me as stated in your Honor's No: 1507. I have completed the work accordingly but after the completion the Police Supt: and Mr Davidson informed me ~~that~~ that there was too much space between the bars and ~~was~~ wanted me to put 13 bars; the plates and others of 1st finished door was useless and Mr: Davidson has informed me that he would give me the waste of the former door. The iron plates were not used for any other works as it would be clear that it would come to no use owing to holes having been made in them. I beg that the loss in the same may be given to me which is as shown in the accounts wherein I have deducted the value of the same.

6. Brick in Chunam. This was done round 9 doors + windows (list-7). Please refer to the Bill. I have not done less work in any door or window as to cover the low rate allowed for this and received estimated amount. If I had done less work I think I will not be entitled to and no bill will be made for the estimated amount. I therefore beg that my accounts may be settled properly.

7. Panes of glasses. Glasses were brought ready and made fit to be used for 2 new doors. I have suggested that old doors may be put in after repairs. I have received payments for the panes already and estimate provided only for ~~for~~ repairing the doors and fixing them including brick in chunam work and not for the panes of glass. Also I was directed to put in these panes into the repaired doors and they have deducted the amount I have received in the last bill.

which is objectionable and I therefore beg that the charges for the glasses may be paid to me.

8. Repairs to doors and windows. I have not accepted any amount as a final payment. The repairs cost me Rs 25 more than what was allowed for in the Estimate. I have explained everything to Mr. Taylor who has told me that he will give me something more too. I have not done less work to accept a payment of Rs 75 and therefore I beg that my actual cost may be paid to me.

9. Scaffolding. A deduction of Rs 5/ was made in the bills for the materials handed over to me, and not free of charge as is stated in your ~~letter~~ report No: 1507. There is only a balance of Rs 18 allowed for me in the above. You may judge yourself whether this would suffice the wages of the Coolies for doing this work. I have besides bought planks &c for about Rs 30 and Coir ropes for Rs 40. I would not have accepted the amount shown in the bill for this item had it been explained to me. I don't think that any certificate had been made in the Remark column of the Bill while I signed it, nor was I informed that the Bill was final. And I have objected to these Items as soon as I learnt that the Bill was to be considered as final. Therefore I beg that my actual cost in this Item may be paid to me.

10. Taring ends of joists in wall. It may not be allowed anything if it would cost very little.

stated

It has cost me about Rs 20. I beg that this may be paid to me.

11. Sundries. This item is always allowed only for ~~Thundies~~ Pothies - wooden spoons, Coir ropes, pots, Tonkies and other such materials which are quite necessary for a building repairs, as well as plastering of brick works &c to be done in a building which will not come in a measurement and could not be ~~hold~~ like for nor would be useful afterwards. The same has cost me more than 200 Rs. When the work was done departmentally ~~as~~ a sum of Rs 25-1-5 was allowed in this Item for Rs 500 worth of work executed. By which your Honor can clearly see that this Item is unavoidably necessary which will not appear in any measurement. I beg therefore that this may be paid to me.

12. Wedges under joists. I have not made them with old timber nor was there any as all the old ~~tim~~ were sold to me for Rs 150-4-0. This has cost me Rs 47 and odd which is to be paid to me and which is not very little for me. I again say that I have accepted no Bill as final nor was I informed ~~then that it~~ of it when I signed it. And was also informed then that it was not a final bill and afterwards learnt it to be final. Now also I see from the copy of the Bill sent to me it is certified to my astonishment that it is final bill. Had I known this before I would never have accepted any payment for this bill. As your Honor knows that I have objected to these items as soon as I learnt

the fact and prior to the receipt of the Copy of Bill above referred to, I had no knowledge of the [illegible] to be examined nor was I allowed to look into it at any time before the day I signed it. And as soon as I learnt that they had to pay me Rs 318 I refused it. I was then told that it was not the final Bill so I accepted it as I an advance Bill.

1,790 57/80

4 MAY 88

Under these circumstances I beg that my accounts may be settled at an early date or give me your Honor's opinion in an endorsement under this petition which I request your Honor will be pleased to return and for which act of kindness, I shall as in duty bound ever pray.

I beg to remain
Sir
Your Honor's most obedient Servant

To, The Executive Engineer 1st December 1881
Tanjore Tanjore

Most Respected Sir

I had prepared bricks enough for repairing the Civil Court as well as for new work estimate as it was proposed to give me the Contract of that works also. But Mr. Davidson inspecting the bricks informed me to burn only so much as would be required for the repairs that the rest can be burnt afterwards and the unburnt bricks & other materials amounting to Rs 500 nearly have been lost by the late cyclone. I beg your honor to judge yourself whether 3 annas rate for brick works with table moulded bricks will be sufficient to cart bricks from a distance of 3 miles to the work spot as you knows the rate allowed in the Railway. Besides I have lost too much as my cost in travels with Mr. Davidson for payments from

To The Executive Engineer December 188[illegible]
Rangoon

Most Respected Sir

I had prepared bricks enough for
repairing the Civil Court rooms [illegible]
for new work to estimate, as the [illegible]
to give me the Contract of that work
also. But Mr. Dandison speaking
the bricks informed me to burn only
so much as would be required for the
repairs that the rest can be burnt
afterwards and the amount bricks &
that I have laid remaining [illegible]
month have been lost by the late [illegible]
loss. I beg your honor to judge [illegible]
[illegible] whether [illegible] for this
[illegible]
[illegible] cost [illegible]
distance of [illegible] to the work that
as your honour [illegible]
the [illegible] I have lost
so much as my cost [illegible]
[illegible]

December 1880 to March 1881 all
of them come up to nearly Rs 1000

I have sent in my petition on
the 7th ultimo praying to pay me Rs
800 & odd as per my accounts for
which no reply has been received

I beg your honor to consider what
will be the interest for my money
for so long a time;

I therefore humbly beg to the
your honor will be plea forward with endorse-
the above amount of Rs 820
settled my dues at your honor out of the
earliest convenience

I beg to remain
Yours Most obedient
Servant

No 196 of 1881

The undersigned has carefully considered
the Contractor's Claims and considers that
he has been sufficiently paid for all the
work done — Mr Dandison could not have
ordered the Contractor to burn bricks for the
improvements of the Courthouse as the

the fact and prior to the receipt of the copy
of Bill above referred to, I had no knowledge

Execution of the work was not advised

J.W. Hughes
Exe Engineer

5/1281
6th Dept

5/290 — 36

PW Enb
3652/88

4-12-81
Stamped
To
The Executive Engineer
Tallyoly Division
Tanjore

5 MAY 88

The Contractor has [illegible] considered
the Contractor Claim and [illegible] that
he has been sufficiently [illegible]
had been — [illegible]
[illegible] the [illegible]

Col: H. R. Mead R.E.
Supd Engineer 3d Circle Trichinopoly

Respected Sir

I beg most respectfully to remind your Honor, that when your Honor was attached to this District in 1860 & 1861, you employed me in many Contract works - and your Honor was present in 1872/73 at Tranquebar when I made a Deposit for the Construction of the Sea Groynes.

In 1880/81 I undertook the Contract for the Repair of the Civil Court at Tranquebar, in which I sustained a loss of Rs 820, on measurement of the work althoʼ it was well executed by me. &c & when I asked Mr Hughes the Divisional Offr. he said he would pay half of the amount & made a Note in the Accounts furnished by me. & which I refused to accept - when he said I would not be paid at all. I thereupon presented a petn. to the Supdg Engineer on the 11th Feby/82 - but up to this no order has been passed thereon.

I beg to submit herewith for your Honor's perusal, viz an document with endorsement, copy of Bill, from which it will be fully proved that the above amount of Rs 820 is actually due to me, and therefore your Honor will order the payment of the same to me with Interest.

In consequence of my having ~~claimed the~~ made this, no Contract has since been given to me - and I have no other means of livelihood but execution of Contract for Public Works.

25th May 1883

to [illegible] prior to the receipt of the copy

[illegible]

4/290. 27/86

8 MAY 86

3682/86

[illegible]

No. 585 T. J.

Petition from Srinivasa Iyengar Contractor [illegible] dated 2 May 1883 —

The undersigned sees no reason to modify the Executive Engineer's decision which has been arrived at after much consideration. vide his Endorsement No 1507 of 19 June 1881 —

Lieut Col R.E.
Sup Engineer 6 C.

Camp Ootacamund
22nd June 1883

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5. That your honor's petitioner awaited the arrival of Mr. Davidson till 5th March 1881 and presented the petition (II) strongly objecting to the measurements &c., already made and earnestly requesting the Gentleman "to once more measure all the works and to order a final bill to be prepared from his office for payment" and finally settle his accounts; but a cheque for only Rs 318 and the petition (II) with marginal remarks were put into his hands on the 7th March 81 giving no weight for the objections raised and without remeasuring the works as prayed for—thus subjecting your honor's petitioner to the extent of Rs 800 and odd. Vide II.

6. That your honor's petitioner thereupon, on 21st April 1881, presented the Petition (III) to Mr. Hughes, the Division officer, who favored him with the Memo (IV) directing him "to report to his office which of the items your honor's petitiner found incorrect and to what extent"; accordingly your honor's petitioner gave the Tamil account (V) to Mr. Hughes who had Mr. Taylor and your honor's petitioner before him and checked the said account in his own hand.

7. That on learning from Mr. Taylor that the amount of the 318 Rs. bill in para: 5 of this petition was derived as checked by Mr. Davidson, but that your honor's petitioner's objections are correct, Mr. Hughes asked your honor's petitioner to receive payment of Rs.

the fact and [illegible] to the receipt of the copy

Lt. Col. H. R. Mead R.E.

3/290 21/86

5 MAY 86

3682/86

22-6-83

25-5-83

X

TO

H. R. MEAD, LIEUNT: COLONEL,
SUPERINTENDING ENGINEER,
6th. CIRCLE, TRICHINOPOLY.

The humbl petition of Sreenivassiengar contractor, Areyamungalam near Trichinopoly.

MOST RESPECTFULLY SHOWETH;

That your honor's humble petitioner is at present under the influence of adverse fortune by the loss of his wife and child and is devoid of any means whatever to support his single soul; under such circumstances and many others too many to be numbered, your honor's petitioner most submissively begs to bring the following to your honor's kind notice with full belief that your honor will not only show pity on your honor's poor petitioner by way of rendering justice in early settling his dues but also come to know how far the words of your honor's petitioner even at this extremity can be depended upon.

2. That the repairs to the Civil Court house at Tranquebar was first done departmentally as none of the contractors undertook it seeing the dangerous state of the very old building as it would be plain from the fact that one of the rooms came down suddenly but providentially without loss of a single soul, when Mr. Hughes and Colonel Beaty had come there when the work was being proceeded with; your honor's petitioner undertook it as directed by Mr. Devidson, the then Sub-Division Officer, and completed the work to the entire satisfaction of the Civil Judge and the D. P. W. Officers.

3. That memo (I) was sent by Mr. Davidson to the petitioner directing him "to attend his office at Mayaveram in order to settle his accounts"; your honor's petitioner was informed on putting in appearance before him at Mayaveram that his dues came to Rs 318 and odd while he was entitled to Rs 11 hundred and odd: On asking the Gentleman how such a low amount was derived, your honor's petitioner was asked to go to Mr. Taylor the Overseer at Tranquebar to refer to measurements &c.

4. That Mr. Taylor, who agreed with your honor's petitioner that the amount he now seeks is due to him, told him to move Mr. Davidson for the said amount as the latter had even decreased the amount found by him due to the petitioner.

5. That your honor's petitioner awaited the arrival of Mr. Davidson till 5th March 1881 and presented the petition (II) strongly objecting to the measurements &c., already made and earnestly requesting the Gentleman "to once more measure all the works and to order a final bill to be prepared from his office for payment" and finally settle his accounts; but a cheque for only Rs 318 and the petition (II) with marginal remarks were put into his hands on the 7th March 81 giving no weight for the objections raised and without remeasuring the works as prayed for—thus subjecting your honor's petitioner to the extent of Rs 800 and odd. Vide II.

6. That your honor's petitioner thereupon, on 21st April 1881, presented the Petition (III) to Mr. Hughes, the Division officer, who favored him with the Memo (IV) directing him "to report to his office which of the items your honor's petitiner found incorrect and to what extent"; accordingly your honor's petitioner gave the Tamil account (V) to Mr. Hughes who had Mr. Taylor and your honor's petitioner before him and checked the said account in his own hand.

7. That on learning from Mr. Taylor that the amount of the 318 Rs. bill in para: 5 of this petition was derived as checked by Mr. Davidson, but that your honor's petitioner's objections are correct, Mr. Hughes asked your honor's petitioner to receive payment of Rs.

355-0-9 in quit of all demands in lieu of Rs. 823-14-4 ; a reference to the Tamil account will clearly show what are the items passed by Mr. Hughes which made up the amount of Rs. 355-0-9 : and on informing Mr. Hughes that whole of the amount should be paid to him as he has sustained heavy loss, the Gentleman said he would consider.

8. That quite to the astonishment of your honor's petitioner the endorsement (VI) was sent him stating that he was entitled to no more payment and that he had no right to make his claims "as he had *five weeks* to examine his bill between its preparation and his acceptance of it"; this length of time referred to in his endorsement (VI) by Mr. Hughes is not consistant may be clear to your honor by comparing the dates of (I&II), which are at the interval of only *two weeks* and within this time no objection was raised before Mr. Hughes, the Division officer, as the Sub Division Officer had not given final dicision on the point before that but only after the time referred to by Mr. Hughes. (Vide II).

9. That the informations for the several items discussed at length by Mr. Hughes in (VI) was derived only from the 1st estimate and plan which widely differ from the revised and last estimate, is beyond question, may be seen from the 6th Head of the endorsement (VI)wherein number of doors & windows is entered as 7 while 9 have been actually done according to the revised and last estimate (Vide. VII); the contention of Mr. Hughes in (VI) that the rate was "derived from the accounts furnished by the contractor", Honoured Sir, cannot stand, as no account of any sort whatever has passed into the hands of any of the D. P. W. Officers from petitioner's; as the rough measurements in former bills were made without him your honor's petitioner believed that right measurements would be made: as he was ignorant of English and under pressure of work your honor's petitioner did not get the copy of the part-payment bills and satisfy himself of the figures therein entered and therefore your honor's petitioner's dues *cannot be withheld* from him: and the theory of *silence is accquiescence* presses heavily upon your honor's poor petitioner.

10. That the rate allowed for doors and windows 7½ ft. × 4½ ft. and about 2½ ft. in depth is only Rs 3; your honor's petitioner earnestly begs your honor's kind attention whether this rate which was allowed him is sufficient one; and your honor's poor Petitioner can thus prove to your honor's satisfaction that his right dues were thus cut away in extra and other works as partially admitted by Mr. Hughes in the Tamil account (V) and subsequently totally denied by his endorsement (VI).

11. That your honor's petitioner then put in Petition (VIII) to *Mr.* Hughes giving his full reasons item by item and head by head, and praying that the petition may be returned to him with his endorsement, your honours's petitioner's humble requests were not complied with.

12. That on the last petition (IX) to Mr. Hughes praying for the return of (VIII) with his endorsement, the Gentleman has merely endorsed "that his claims were considered and he was sufficiently paid for all the work done."

13. That after the receipt of the petition and the disappointing endorsement (IX) your honour's poor petitioner has had the misfortunes alluded to in the first para of this petition and was not able to pray for your honour's pity on him before 25th. May 1883. (Vide. X.)

14. That unfortunately for your honour's petitioner, he was not given an opportunity to show all the records referred to above, as the endorsement (XI) on his petition (X) to your honour was passed at Ootacamund.

15. That your honour's petitioner earnestly begs to say that only a few of his objections are reduced to writing here lest twill his swell into a volume and he has already fully dwelt upon all the other objections of Mr. Hughes in his petition. (VIII)

16. That the actual cost due to him as per accounts is Rs. 823-14-4 which with interest at one per cent per mensem from 5th March 1881, the date of last bill, up to date comes to about Rupees 1279-1-7.

Actual cost Rs....823-14-4.
Interest..............455-3-3
Total Rs. ... 1279-1-7

17. And that therefore your honour's humble petitioner prays that your honour will be graciously pleased to consider the claims of a distressed man in such extinuating circumstances and render justice by ordering payment of the actual cost with intrest as aforesaid.

For which act of kindness and charity your honour's petitioner shall ever pray for your honours' prosperity in this and Eternal Bliss in the next.

He begs to remain,
Most honoured and respected Sir,
Your honour's most obedient and humble servant,

20th October 1885.
Trichinopoly.

Contractor.

List of documents mentioned in this Petition.

I. Memo from the Mayavaram Sub Division officer to the Petitioner. $\frac{\text{No:—95}}{\text{15th Febry: 81}}$
II. Petition to Do. and endorsement by Do. $\frac{\text{No. 92}}{\text{7th March 81}}$.
III. Petition to Division officer dated 21st. April 81.
IV. Memo by Do. Do. $\frac{\text{No. 958}}{\text{27th April 81}}$.
V. Tamil accounts submitted to Do. by the Petitioner.
VI. Endorsement by Division officer $\frac{\text{No. 1507}}{\text{19th June 81}}$.
VII. Revised and last estimate of the Repairs to the Tranquebar Civil Court House.
VIII. Copy of Petition to the Division officer dated 7th November. 81.
IX. Petition to Do. Do. with endorsement $\frac{\text{No. 196}}{\text{5th. Decr. 81.}}$.
X. Petition to the Superintending Engineer 25th. May 83.
XI. Endorsement by Do. Do: $\frac{\text{No' 585. I. J.}}{\text{26th. June 1883}}$.

2/290 J/86

Sr Encl
3652/86

SUPERINTENDING ENGINEER
5 MAY 86

No. 1204.T.J

Petition from Sreenivasa Iyengar, Contrac
Areamungalum near Trichinopoly,
Requesting to order the payment of Rs 1279-1-7
due to him in the work of repairing the Civil
Court house at Tranquebar, Actual cost
being 823-14-4, interest 455-3-3 amounting
to Rs 1279-1-7.

The Superintending Engineer declines
to reopen this case which was disposed of 4
years ago. He can only refer the petitioner
to his endorsement No 585 T. J dated 26th June/1883

Trichinopoly
23/10/85

Col R.E.
Superintending Engineer 6th Circle

Petition from Sreenivasa Iyengar Contractor [illegible]

1/290. 27/86

Pw 3652/86

SUPERINTENDING ENGINEER 6th CIRCLE 8 MAY 86

XIII

TO

THE RIGHT HONORABLE
GOVERNOR IN COUNCIL
FORT SAINT GEORGE
MADRAS.

The humble petition of Streenevasa Iyengar Contractor, District Court House Tranquebar, Tanjore District and residing in Pandamanicka appa's lane within the Fort of Tanjore.

May it please Your Excellency.

- 1. Printed copy of petition to Supg. Engineer VI circle dated 20-10-85.
- 11, Original Vouchers as detailed in the above petition.
- 1. Original Endorsement of the Supg. Engineer dated 23-10-85. (all to be returned to me).
- 13

With due respect and submission I most humbly beg to submit herewith the 13 papers marginally noted and to bring to the notice of Your Excellency-in-Council my following grievances under firm hopes that Your Excellency in Council would be moved to pity and would render me due justice which has been denied me by the Officers in this locality.

2. The printed copy of a petition to the Superintending Engineer 6th circle Trichinopoly and its accompaniments the 12 Vouchers which I submit herewith would clearly convince the legality of my claims to the satisfaction of your Excellency in Council.

3. Your Excellency in Council would see that a poor contractor, as I am, cannot at all be satisfied with a payment of Rs 318 while I should have Rs 1100 and odd, that such a reduction should not but ruin me entirely, that the withdrawal of promise of a further payment of Rs. 355 & odd as set forth in para 7 of the printed petition and voucher No. V is quite unjustifiable, and that a comparison of Vouchers No VI and VIII exposes almost the whole if not all parts of Voucher No. VI as ungrounded.

4. I am a poor man, I have no other means of livelihood than that of contract in the D. P. W. which profession I follow since 1859. I have up to date never appeared as a litigant in any case or against any officer except in this, I have patiently and under fear of depriving myself of the good will of the officers of this Department, been moving them to pity up to this time by solicitations but I have been unfortunate to obtain justice from them.

5. I have continued up to date to appeal to one authority after the other and I firmly hope I shall not fail to obtain justice from Your Excellency in Council.

I therefore humbly pray Your Excellency in Council to deign to go through the whole matter and order payment of the sum due to me as detailed in the printed petition para 16 or as much as your Excellency in Council may deem proper:—

For which act of charity I shall as in duty bound ever pray.

I beg to remain
May it please your Excellency in Council
Your Excellency's most obedient and humble servant,

24-4-86

Contractor.

P.W. Cir. 3363

G.O. 290. 29/86

Re. Ent.
3652/86

SUPERINTENDING ENGINEER
6 MAY 86
6th CIRCLE

N. 86

Ootacamund, May 3rd 1886.

No. 72 D.

Referred to the Superintending Engineer VI Circle, for favor of report.

1-5-86 M. Stewart
Colonel R.E.
Secretary to Govt., P.W.D.

with 13 Enclosures

[illegible]

A.G. 9/6/6.

SUPERINTENDING ENGINEER'S OFFICE, 6 CIRCLE,
Kodaikanal 9/5/1886.

No. 180 T.J.
D 13/5.

From
Lieut. Col. J. Pennycuick R.E.
Superintending Engineer, 6 Circle,

To
The Chief Engineer
P.W.D.

Encls: 14.
× 1. Petition
with 13 Enclosures.

Sir,

In returning the petition× received with your endorsement No. 72 D of 3rd Instant, I have the honor to state that I see no grounds for reopening the question of payments due to the petitioner, which has already been fully considered & disposed of.

The work referred to appears to have been originally executed in 1880-81 and the whole of the latter year was occupied in correspondence between the petitioner and the Executive Engineer, Tanjore, who appears to have gone most carefully and fully into the petitioner's accounts and finally decided to make no further payments than had already been made.

The petitioner waited for seventeen months and then sent a petition to the Superintending Engineer who after full enquiry rejected the claim. He waited twenty eight months more and then sent another petition to the same Officer producing no fresh evidence whatever, and Colonel Mead declined to alter his previous decision.

He now, after a further period of six months, petitions Government.

The Executive Engineer, Assistant Engineer and subordinate concerned have all left the Division and the Superintending Engineer has left the Circle, but from the records of the case, I am of opinion that the petitioner has no claim whatever.

I have the honor to be
Sir
your most obdt. servt.

Lieut. Col. R.E.
Superintending Engineer
6th Circle

P. W. D. 6th CIRCLE.

From

The Superintending Engineer,

6th Circle.

To

The Chief Engineer
P.W.D.

No. 180 T. J.

Dated 9th } May 1886.
Received 15th }

Enclosures. 14

No. 1332 W./27 May 1886

Reports on the petition from Contractor Srinivasa Iyengar, District Court House, Tranquebar.

Entered in Ret. Regstr.

No. 1332 W./27 May 1886

Petitioner is informed that the Govt. decline to interfere with the decision of the Supdg. Engr. in his case.

19.5.86

27/5/86

8/5/86

To the Petitioner ✓
" S. E. VI Circle ✓

29/5

O.S. 83/5. Cir 19/5.

C. 17.5.86.

O.S. 94/6.