

15-5-95

Govt. of 1873 Madras

PUBLIC WORKS.

To

J. H. PRINCE, Esq.,

&c., &c., &c.

Dated June 6th.

Recd.

Encl.

G. O., 6th June 1873, No. 1,503a.

JUNE

Nos. 94A-94B

V. Raghava Charry, late Contractor,
Strivagoontum Anicut, Tinnevely District.—
Passing orders on letter from Mr. Prince
requesting that arrangements may be
made for the settlement of the claims of
Raghava Charry.

RECEIVED

Public Works

71H JUNE 1895, No. 1341 W., PUBLIC WORKS.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Account.

READ—the following paper :—

Petition from V. R. Alwar Aiyangar, dated 2nd May 1895.

ORDER—dated 7th June 1895, No. 1341 W., Public Works.

The memorial will be forwarded to the Secretary of State for India.

(True Extract.)

Under Secy. to Govt., P.W.D.

To V. R. Alwar Aiyangar.

Exd. C. A. Munisawmy.
Spare Copies

GENERAL.
ACCOUNT.

Govt. of {1895} Madras.
PUBLIC WORKS.

Dated June, 7th.

Recd.

Encl.

G.O., 7th June 1895, No. 1341 W.

JUNE.

Memorial from V. R. Alwar
Aiyangar, son of the late
contractor for the Srivai-
kuntam Anicut

Ordered that the — praying for payment
of a certain sum alleged to be due to his late
father for masonry work done in connection
with the piers of the anicut bridge be for-
warded to the Secretary of State.

7TH JUNE 1895, No. ⁵₁₃₄₁ W., PUBLIC WORKS.

PUBLIC WORKS DEPARTMENT.

LETTER—to

THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA.

RIGHT HONOURABLE SIR,

We have the honour to forward a memorial addressed to you by V. R. Alwar Aiyangar, son of the late V. Raghavachariar, praying for the payment to him of a certain sum alleged to be due to his late father for masonry work done about 25 years ago in connection with the piers of the Srivaikuntam anicut bridge.

2. The claims of the late V. Raghavachariar as contractor for the Srivaikuntam anicut formed the subject of long correspondence and exhaustive inquiry and the matter was finally settled in the Proceedings of the Madras Government No. 3443 A., dated 7th December 1874, in which it was ordered that a sum of Rs. 41,073-8-7 should be paid to the contractor in adjustment of his claims. A later Proceedings, No. 546, dated 25th February 1875, contains a report from the District Engineer, Tinnevely, to the effect that Raghavachariar had been paid the amount due to him and had given a receipt in full of all demands.

3. It does not seem necessary to forward to you with the memorial any other documents than the two Proceedings above quoted, which contain all necessary information, and a copy of the receipt granted by the late contractor on 1st February 1875. It will be seen that the latter document contains a statement that the amount received was in satisfaction of all claims in connection with the Srivaikuntam anicut and bridge. The original receipt is still in the custody of our Audit office and we are of opinion that the appeal should be rejected, the petitioner's claim being absolutely without foundation.

We have the honour to be,

Right Honourable Sir,

Your most obedient, humble servants,

(Signed) WENLOCK.

(„) H. W. BLISS.

(„) J. GROSE.

OOTACAMUND,
7th June 1895.

Exd. C. A. Munisawmy.

GOVT. OF MADRAS.

PUBLIC WORKS DEPARTMENT.

(Copy.)

LETTER to the Right Honourable
the Secretary of State for
India.

No. ⁵₁₃₄₁ W., dated 7th June 1895.

FORWARDING, with remarks, memorial from
V. R. Alwar Aiyangar, son of the late contractor
for the Srivaikuntam anicut, praying for pay-
ment of a certain sum alleged to be due to his late
father for masonry work done in connection with
the piers of the anicut bridge.

To

His Excellency
The Secretary of State
for India in Council
Through His Excellency the Governor in
Council Fort St. George.

The Humble petition of V. R.
Alwar Aiyangar son of late
V. Raghavacharias Contractor
of the Srivaikuntam Anicut
for him and for his minor
brother V. R. Sundararaja
Aiyangar under Section 424
Civil Procedure Code.

Most Respectfully Sheweth.

That the petitioner's father
late V. Raghavacharias Contracted
with the Govt for the Construction
of the Anicut and bridge across
the Tambra parni at Srivaikuntam
Tenkarai Saluk in the Tennevelly
District in the Madras Presidency
and also Anicut project works.

2. That the original estimate
formed for the work provided for
the Construction of the said Anicut
together with a bridge of 33 arches
of-

of 36 feet span to carry on a roadway of 15 feet in width.

3. That Captain H. L. Penderghast wrote to the Suptg. Engineer in his letter of 8th August 1868 as follows. Para 7 "The original estimate provided for a bridge of 33 arches of 36 feet span and 9 feet rise with piers 15 feet in height above apron to carry on a roadway 15 feet in width between the parapets; but as the Ancient is not situated on any line of road, it is now felt that the expensive construction of a bridge is not a legitimate charge to a work of Irrigation, but should be carried out hereafter under the head of Communication. Still with a view to economy and saving of time in future it is proposed to build the foundations of 32 piers each 6 feet thick to the same depth as those of the body of the ancient supported by wells as also the foundations of

of the wing walls in order that the superstructure of a bridge as described above may at any time be built."

4. The above Proposal was approved by the Madras Govt. in No. 3365 dated 26th October 1868 and also was sanctioned by the Govt. of India in No. 38 dated 15th April 1869.

5. And that the Contractor was directed by the Executive Engineer in his 366 26-2-70 to proceed with the work and promised payment at the sanctioned rate when the estimate was approved of by Govt.

6. That the late Contractor V. Raghuvarachariar petitioner's father did accordingly lay the foundation and built up the piers to the ^{completed} required length and ~~completing~~ the Ancient project works.

7. The Govt. in G. O. 1525 A 9-6-73 instructed the District Engineer of Tirunelveli to treat the work. done

done under the Srivairkuntam
 ancient ~~work~~ agreement (i.e.)
 the bridge work now in question
 as entirely ~~different~~ ^{distinctly} from other
 works (i.e.) the project works
 done by the Contractor and such
 being the case the G.O. distinctly
 stated that his claim on ac-
 count of the former would not
 be affected by the pending settle-
 ment in connection with the
 latter.

8. The account regarding the
 ancient Project works alone
 was settled by Mr. Randall by
 his letter No. 169 on the 6th January
 1875 and the same has been
 approved by the Govt. (vide G.O.
 546
 25-2-75).

9. That the Govt. without
 considering that the piers
 were not constructed at the
 cost of the Govt. but at the Con-
 tractor's expense and without
 paying him for the same allowed
 the

the Local Fund Department in
 September 1885 to construct the
 bridge over it and the bridge was
 completed in 1891.

10. That the 1st petitioner was
 then a minor and the second peti-
 tioner, the first petitioner's bro-
 ther is yet a minor.

11. The petitioners now beg to sub-
 mit that the work done by the peti-
 tioner's father unpaid up to date
 this time is as follows:-

Coursed rubble masonry piers from
 the bed of the river to the crest level
 of ancient.

No.	Length.	Breadth.	Height.	Content.
32-	$18\frac{1}{2}$	6-	6-	21312
but waters.	32.	2	3-	1152
Port and of Attachments	2.	$18\frac{1}{2}$	3-	666
but waters to above	4-	2	1-	48
Total				<u>231784</u>

and that they should be paid for
 the same at the sanctioned rate

12. That otherwise they would
 be

be driven to the necessity of
seeking remedy in Civil Courts.

13. That the petitioner's pray
therefore that your Lordship may
be pleased to settle the accounts
of the above said work and to pay
them the cost of the work above
mentioned (ie) of building up
of the 32 piers above referred to,
with interest and to render
them justice.

For this act of justice the
petitioner's well as in duty bound,
ever pray.

Dated
2-5-1895 } (Signed) V. R. Alwar Arjengar

Notd 2/75

Cofr

40732-15-7
340-9-0
41073-8-7

Received from the officers in
charge of Tinnevely Range the
Sum of Rupees (40732-15-7) Forty
thousand seven hundred and thirty
two annas fifteen piers seven
being the amount agreed to be
received by me in satisfaction
of all my claims in connection
with the Strenguntam
Ancient Project and Bridge
less the Sum already paid to the
Tinnevely District Court on my
account viz. Rupees 340-9-0.

Palamcottah } (Signed) V. Raghavachary
1st February 1875 }
(Sd) W. H.

Memo Shewing the Sources to
which the above Sum has been
debited.

Rs. a. p.
Strenguntam Ancient Project 23961-1-6
Deposit Repaid ————— Rs 16771-14-1

Total Rs 40732-15-7

(Sd) W. H.

Cus 3572

0554

Petition from V. R. Alwar

7 June 1895

OF THE MADRAS GOVERNMENT.

PUBLIC WORKS DEPARTMENT.

Read the following

W

Draft Proceedings
submitted for approval

In the rules for the
submission of memorials
to the Govt. of India (under
Appendix R, Vol I (Part I)
Clause (13) of Rule 3 en-
powers the Local Govt
to withhold the transmission
of memorials, where a
previous application for
~~the~~ redress has been
made to the Local Govt.

In the rules for
the transmission of me-
morials to the Secy of
State (copy kept up)
similar power is given
to the Govt. of India,
but not to Local Govts.
Apparently therefore
the present memorial
must be sent on.

I have ascertained
that the original ~~copy~~
~~of the~~ receipt
in full of all demands

tyengar dated Subhoxim 2nd

The memorial will
be forwarded to the Secre-
tary of State for India.

(H. E. No. 134/W of 7 June 1895)

To The Right Honourable the
Secy. of State for India.

Right Hon'ble Sir,

We have the honour
to forward a memorial
addressed to you by V. R.
Alwar tyengar, Son of
the late V. Raghava Chari,
praying for the payment
to him of a certain
Sum alleged to be due
to

to his late father for
masonry work done
about twenty-five years
ago in connection with
the pier of the Srivai-
-Kuntam Ancient-bridge.

2. The claims of the
late V. Raghavachariar
as Contractor for the Sri-
-vaikuntam ancient
formed the subject of
long correspondence
and exhaustive inquiry
and the matter was
finally settled in the
Proceedings of the Madras
Government no: 3443.A.
dated 7th December 1874,
in which it was ordered
that a sum of Rs 41073-8-7
should be paid to the
Contractor in adjust-
ment of his claims.
A later Proceedings
no: 546 dated 25th Febru-
-ary 1875 contained a re-
port from the District
Engineer Tirunelveli

to the effect that Ragh-
vachariar had been paid
the amount due to him
and had given a receipt
in full of all demands
3. It does not seem
necessary to forward
to you with the men-
-orial any other ~~docu~~^{docu}-
ments than the two
Proceedings above
quoted, which contain
all necessary infor-
-mation, and a copy
of the receipt granted
by the late Contractor
on 1st February 1875.
It will be seen that
the latter document
contains a statement
that the amount re-
-ceived was in satis-
faction of all claims
in connection with
the SrivaiKuntam
ancient and Bridge.

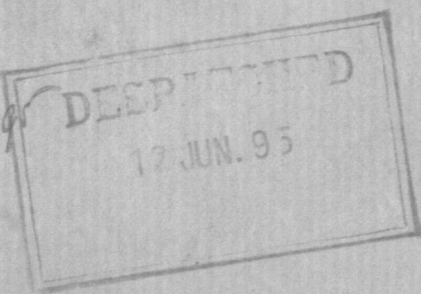
The

The original receipt
is still in the custody
of our audit office and
we are of opinion that
the appeal should be
rejected, leaving ^{the petitioning} ~~the~~
^{claiming} ~~petitioner~~ to seek
^{without prejudice} ~~remedy~~ in the
civil courts as he
threatened to do.

We have &c -

S
10.5

CHW
20
5



~~14/6~~
Petition from V. R.
Alwan Ayem, son of
the late contractor of
the Soudan Station and

Cu