Govt. of {1895} Madras.

REVENUE.

To the Public Works Department

Dated
Recd. } Encl.

Mis. G.O., 1st May 1895, No. 1722

SUBJECT.

Approving, the plans & estimate for additions to the new Taluq cutcherry & for constructing a ryots shed at Kollegal, Coimbatore District, and transferring this cause to the P. W. Dept for sanction

Rev Board 4.5.95

P. W. CURRENT No. 3508

To 1495 w & 8.6.87 No 170 w & 23.1.95
" 1528 w & 7.6.87
" 1926 w & 18.7.87
" 2491 w & 21.9.87
" 3019 w & 10.11.87
" 1336 w & 7.5.88
" 1406 w & 14.5.88
" 1536 w & 28.5.88 Encl to 7(3 Plans)
" 1651 - & 7.6.88
" 1763 w & 7.7.93 Recd: 6.5.95
" 1179 w & 28.4.93
" 4120 e & 16.9.87
" 1167 w & 19.4.90
" 2076 w & 1.8.91

for examination thereon

Castly 4/5/95 BW

21/5/95 57. 27/6

Mi. f.

Plans prepared as follows:-

1 Collectors Court house. 25×18 = 450
1 - private room - 11×18 = 198
1 - Head Clerks room. 15×18 = 270
1 - Clerks room - 15×18 = 270
Record room ——— 27×18 = 486
Total sq ft. 1674

with side verandahs 9 feet wide.

Particulars of Construction

The Surface soil is stripped & the red earth & the sub soil red ground. The foundations are prepared & laid to a depth of 3 feet with concrete to ground level. The basement is to be raised 2 feet & the superstructure walls 12 feet & built of table moulded bricks in chunam with plain architraves over doors & windows. The interior of the rooms is to be plastered with 2 coats of chunam & the interior painted with hot asphaltic composition. The flooring is to be of 8" sq paving bricks laid over a levelling course of concrete 6 inches thick & pointed with portland cement except the record room which is to be of 3/4" asphaltic laid over 6" of concrete. The roof is to be of mangalore tiles laid on teak rafters & ceiled with 1/2" teak planks. The roof timbers to be of jungle wood, except the trusses & horsecombs which are to be of teakwood & woodoiled 3 coats. Doors & windows to be of teakwood & the description noted in the estimate & painted with 3 coats of silicate paint.

S 51
CP 3508

The scantlings of roof timbers are correct

The following rates are in excess of the divisional schedule but they have been sanctioned for the construction of the new Taluq Cutcherry.

Table moulded bricks in Chunam —	24-.... against 22-8..
Bricks in Chunam -	20.... -do- 18-8..
Levelling course of concrete	7-.... -do- 6-....
Woodwork 3 coats -	3.... -do- 2....
Jungle woodwork —	2-8... do- 2-4..
3/4" asphaltting —	18.... -do- 16....

The above high rates are apparently due to the work having to be contracted on the hills & in an unhealthy climate.

Provision has been made for constructing a ryots shed 34-6" × 14-6" as per design, approved in G.O. No. 1014 W & 20th Apl 1894. at a cost of Rs 960.

The plans & estimate have been countersigned by the Collector & approved in the Rev Dept.

No provision has been made for record racks, probably the existing old racks will be utilized by the Deputy Collectors & Tahsildars office will be utilized.

Castly 21/5/95 BW

14

Public Works Department.

Current No. 3508

Letter No. 1722

Dated 1st May 1895

From the Revenue Dept.

NOTE BY TECHNICAL SECTION.

Name of work Additions to the new taluq office and constructing exports shed at Kollegal, Coimbatore District.

Amount of Estimate Rs. 5900

The plans & estimates under review, amounting to Rs. 5900 have been framed with reference to G.O. No. 170 w dated 23rd Jan. 1895 and provide for extending the new taluq office & for constructing a exports shed at Kollegal in the Coimbatore District.

The extension is to be on the north western end of the new taluq office, now under construction, on the sanction accorded in G.O. No. 2076 w dated 1st August 1891, by adding 3 more rooms with side verandahs in rear of the Station & one Sub magisterial Court, as shown on plan. This wing is to accommodate the Deputy Collectors Court & office, the

P. W. SECRETARIAT,
Chepak, 22nd May 1895.

To
The Head Clerk
Chief Secretariat

30—500—3-7-94.

MEMORANDUM.

Communication to officers of the P.W.D.
REQUESTED for reference the undermentioned papers:—

X. Part copies of G.O. (Public) No. 333 dated 22nd May 1895.

Re: Lime-washing of Hospitals.

Head Clerk
P.W. Secretariat

For C. No. 3823/95

P. 1318 w
10/- Rs 10

cannot be carried out departmentally. Detailed measurements of each ward would no doubt be furnished by the Public Works Department and the trouble involved would be very small. The great advantage would be that the Medical officers could choose their own time for the lime-washing. A saving should also be effected.

(True Extract.)

Chief Secretary.

To the Surgeon-General.
" Public Works Department.

Exd. A. Raitt.

Govt. of {1895} Madras.

PUBLIC.

Issued

Recd. *Encl.*

G.O., 3rd May 1895, No. 335.

MAY.

Government Civil Hospitals in the Presidency.

Directing, in supersession of previous orders, that all — shall, in future, be lime-washed internally once a year, and requesting the Surgeon-General to report whether such petty work cannot be carried out departmentally.

GOVERNMENT OF MADRAS.

LOCAL AND MUNICIPAL DEPARTMENT.

READ—again the following paper :—

G.O., dated 21st February 1895, No. 270 M., Local and Municipal.

ABSTRACT.—Communicating to all Municipal Councils and to the Municipal Commissioners of Madras, Government Order, Judicial Department, directing that the Madras Steam Boilers Act, 1893, be brought into operation in the City of Madras with effect from the 1st April 1895, and requesting the Sanitary Engineer and the Accountant-General to report the principles upon which the recoveries on account of the Boiler Inspector may best be made from the municipal councils concerned.

READ—also the following paper :—

From the Public Works Department, dated 1st May 1895, No. 77 D.

ABSTRACT.—Transferring note by the Chief Engineer, Public Works Department, regarding the contributions to be made by municipalities in return for the periodical inspections of their boilers and engines.

ORDER—dated 15th May 1895, No. 833 M., Local and Municipal.

In paragraph 2 of G.O., dated 25th January 1895, No. 174, Judicial, communicated with the order read above, it was resolved to entrust the duty of the periodical inspection of the engines and boilers of the several mufassal municipal water-works to the Boiler Inspector appointed under the Madras Steam Boilers and Prime Movers Act III of 1893. The Government now proceeds to consider the question of the recoveries that should be made on this account from municipal councils.

2. The Boiler Inspector will be required to visit each municipality which possesses pumping engines once a year and to thoroughly examine and test the boilers and overhaul the engines, which should be taken to pieces and examined in every part and when put together run in order to ensure that they are in good working condition. He should during the year pay each place a second visit, which need not extend over a day or two, in order to see that everything is going on satisfactorily. It is calculated that the thorough annual inspection will take from seven or eight days in the case of the two $2\frac{1}{2}$ horse-power engines of Cuddapah to about eighteen days for the three 19 horse-power engines of Madura, and for other places in the like proportion according to the number and nature of the engines supplied, or to be supplied, to each. On this basis, the two visits to Cuddapah will take ten or eleven days, the two to Madura twenty-one days, and so on. It is thus estimated that in the course of a few years, when more water-works are opened and engines started, the Boiler Inspector's mufassal work will occupy about thirty-four weeks per annum, which is as much as a single man would be able to get through in addition to the work of boiler inspection of the Madras City. On this basis, the Government proposes to fix the charge to be made at the rate of Rs. 100 a week, which is undoubtedly a very low payment for the services rendered. It is probable, however, that at no very distant date the rate of pay provided for the Boiler Inspector may have to be raised, when a corresponding

increase will have to be made in the contributions due from municipalities. The contributions payable by the municipalities which have at present water-works with engines would, at the rate mentioned above, in 1895–96 be as noted below :—

	Rs.
Cuddapah	150
Madura	300
Tanjore	300
Trichinopoly	400
Total ..	1,150

3. The Sanitary Engineer and the Chairmen of the Municipal Councils concerned will be requested to state at a very early date whether these proposals meet with their approval, and, if not, to submit any suggestions they may have to make in regard to them.

(True Extract.)

C. Frodsham
for *Chief Secretary.*

To all Chairmen of Municipal Councils.
„ all Collectors.
„ the Sanitary Engineer.
„ the Accountant-General.
„ the Public Works Department.
„ the Judicial Department (with notes in original returned).

1152

Exd. A. Raitt.

P. W. CORRESPONDENCE 4181

7793/95

1H S.C

Recd: 31-5-95

No. 1342 W dated 7th June 1895

B

Recorded

Recorded

S 66

Govt. of {1895} Madras.

LOCAL AND MUNICIPAL.

Issued

Recd. *Encl.*

G.O., 15th May 1895, No. 833 M.

MAY.

Inspection of Engines and Boilers.

Passing orders on the question of the recoveries that should be made from municipal councils on account of the Boiler Inspector to whom it has been resolved to entrust the duty of the periodical — of the several municipal water-works.

Cl 505 5/96

B Cir

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505/118 27/6.

INDEXED

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24. 4/6.

Proceedings of the Madras Government, Public Works Department, 9th June 1873.

No. 124A. Read the following letter from J. W. RUNDALL, Esq., District Engineer, Tinnevelly, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Palamcottah, 28th April 1873, No. 14 :—

I HAVE the honour to acknowledge receipt of G. O., No. 887, of the 21st March 1873, regarding the claims of Ragava Charry, late Contractor for the Strivigoontum Anicut Works.

2. I have the honour, as therein desired, to forward a statement prepared by Lieutenant Shepherd, R.E., showing the sum due to Ragava Charry, the bills having been based on the agreement with Mr. Prince, the Contractor's Agent.

3. The sum thus shown to be due is Rupees 14,992-7-1, and this sum has been lodged in the treasury to the credit of this department, the various items of account having been properly debited and shown as expenditure on the anicut project. The money can be paid at any time Ragava Charry expresses his willingness to receive it.

4. I would, however, with a view only of obtaining a settlement, recommend that the deduction on account of the firewood shown in this statement of account be waived. The right to enforce it is admitted by the Advocate General (Memorandum 5), but inasmuch as the firewood was supplied from Government lands, without any value being paid from the anicut estimate, this forms an item on which a concession can be made without affecting the ultimate cost of the work.

5. If this be granted, the amount to be paid to Ragava Charry for the Anicut works is Rupees 19,120-9-1.

6. There is also due the further sum noted in paragraph 6 of Colonel Roberts' report to Government, of the 8th October 1872, No. 3,142. The amount which Colonel Roberts offered in settlement of these claims was Rupees 5,188-7-8, *vide* his draft Agreement of the 23rd October 1871.

7. The history of the claim is this : on the settlement of the accounts for the emergent works done in 1869-70 by Ragava Charry, a balance of Rupees 2,543-7-8 was shown to be due to him, and, subsequently, thirty-three bills, amounting to Rupees 2,904, for emergent works were sent in.

8. Major Payne, who was Acting Superintending Engineer in April 1870, appropriated money to cover these claims, but ordered the Range Officer (Colquhoun) not to make payments on the bills without further orders from him.

9. Mr. McNair, who was placed in charge of the range on Colquhoun's suspension, was ordered to check the thirty-three bills, but owing to the amount of work thrown on him by the double investigation into Colquhoun's and Ragava Charry's frauds (first by Major Oakes and then the criminal trial), he was not able to do more than check eleven out of thirty-three bills, and on these eleven he found instead of Rupees 781 as billed, that the amount of work executed amounted only to Rupees 522. No doubt there were overcharges in the other twenty-two bills, but in October 1871, when the matter was discussed with Mr. Prince, the Contractor's Agent, eighteen months having elapsed since the works were carried out, to have checked the bills accurately would have been impossible; and, therefore, Colonel Roberts offered the

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whole amount of these bills, less the amount which the check measurements of eleven bills had shown to be overcharged: the sum is Rupees 2,645. This with the balance of account previously mentioned (Rupees 2,543-7-8) together amount to Rupees 5,188-7-8, of this sum Rupees 578-0-6, the amount of a bill for emergent work executed to Road No. II., is alone debitable to Road Funds, and the Local Fund Board will have to be asked to allot the same, the rest is for repairs to irrigation works, and if the sum is to be paid to Ragava Charry I hope the Government will be pleased to make a special grant, as it would much cripple us to have to meet so large a demand from the Agricultural Repairs.

10. The total sum, therefore, to be offered to Ragava Charry would therefore (in my opinion) be Rupees 24,309-0-9; if he refuses it the sum to be paid into Court would be Rupees 20,280-14-9.

11. Ragava Charry has been down here since his release from jail; he wanted to re-open the whole question by discussing various items. I think, however, I am precluded by the terms of the Government Order from entering into any discussion with him. He has now gone to Madras, and will, I suppose, be back soon. I therefore request the favour of early orders as to the exact sum to be offered to him.

No. 124B. ORDER THEREON, 9th June 1873, No. 1,525A.

ACCOUNT, No. 7A.

THE District Engineer's letter is not a complete reply to G. O., 21st March 1873, No. 887, as Mr. Rundall has failed to report the penalty incurred by the late Contractor under his contract.

2. The Government see no reason whatever for omitting to make the deduction on account of firewood referred to in paragraph 4 of the District Engineer's letter. The Contractor received firewood, and money for firewood to burn the bricks required; he failed to do this, and bricks had to be burnt by Lieutenant Shepherd with other firewood. There appears to be not the slightest ground for any concession under such circumstances.

Memo. No. 5, Advocate General's Opinion.

3. The abstract statement of the amount due to the late Contractor, on account of his contract for the Strivigoontum Anicut Works, exhibits another deduction, amounting to Rupees 891-0-7, which is stated to be "in consequence of Contractor's failure to sign Agreement dated 5th November 1871." This entry is not understood and should be explained.

4. In paragraph 6 of his letter the District Engineer states that Rupees 5,188-7-8 are considered to be due to the Contractor on account of certain emergent works, unconnected with the Strivigoontum Anicut Contract, which were executed by him in 1869-70, and this sum consists of Rupees 2,543-7-8 shown in the office accounts* to be due up to the 31st March 1870 and of Rs. 2,904, being the total of thirty-three bills subsequently received, from which the difference between the amount, Rupees 781, of the bills for eleven works, which were checked, and Rupees 522, the value of the work done has been deducted,

* Item 4.—Memorandum, dated 23rd October 1871, signed by Colonel Roberts, enclosure No. 1 of letter No. 3,142, 8th October 1872.

while the total of the twenty-two bills of the unchecked works has been admitted. Colonel Roberts' letter, No. 3,142, of the 8th October 1872, paragraph 6, it is to be noticed does not agree with this account of the way in which the amount of the claim has been calculated, but from the memorandum quoted marginally above, it seems to be quite clear that no deduction has been made from the amounts of the unchecked bills.

5. The sum due to the late Contractor on account of emergent repairs will be provided out of the grant for Agricultural Repairs, and, as this claim is entirely outside the Anicut Contract, the Government hope that a settlement will be effected without delay.

6. The claims under the contract and those for other works should be kept quite distinct, but in any case the amounts mentioned in paragraph 10 of the District Engineer's letter appear to be incorrect. The sum payable to the late Contractor under the contract is, if the abstract account be correct, Rs. 14,992-7-1, but the amount to be paid into Court would be this sum less the amount of penalty incurred under the terms of the contract.

(True Extract.)

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

To the Chief Engineer for Irrigation.
,, District Engineer, Tinnevelly.
,, Officiating Controller of Public Works Accounts.

Ed. S. T. Austin.
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15-5-95

Govt. of {1873} Madras.

PUBLIC WORKS.

To

THE CHIEF ENGINEER FOR IRRIGATION.

&c., &c., &c.

Dated June 9th.

Read. *Encl.*

G. O., 9th June 1873, No. 1,525A.

JUNE.

Nos. 124A-124B

Strivigoontum Anicut.—Passing orders on letter from the District Engineer, Tinnevelly, reporting on the claims of the late Contractor Ragava Charry in connection with the anicut.

Proceedings of the Madras Government, Public Works Department, 23rd November 1872.

No. 374. Read the following letter from the Government Solicitor, Madras, to the Secretary to Government, Public Works Department, dated Madras, 6th November 1872, No. 487:—

I HAVE the honour to acknowledge the receipt of the Order of Government, dated 2nd instant, No. 14, Public Works Department, together with its enclosures, requesting the Advocate-General's opinion relative to the claim preferred against Government by Ragavacharry, the late Contractor of the Streeviguntum Anicut Works.

2. I submitted the matter for the consideration of the Advocate-General, and have also conferred with him thereon; and

3. I now forward herewith a copy of his opinion and retain the several enclosures forwarded with the order of Government above noted, pending the arrival of Captain Shepherd.

OPINION.

I ENTIRELY concur in Colonel Robert's suggestion that Captain Shepherd be directed to come to Madras in order to give the necessary information and explain matters, which, it appears, he alone thoroughly understands. The case looks very much as if Ragavacharry intended to harass Government to the best of his power, and he is probably only lying by till Captain Shepherd's departure from the country will render a clear understanding of the case a matter of impossibility.

(Signed) H. S. CUNNINGHAM,
Advocate-General.

5th November 1872.

(True Copy.)
(Signed) H. G. PRICHARD,
Government Solicitor.

TRANSFERRED to the Department Public Works.
(Signed) W. HUDLESTON,
Secretary to Government, R.D.

No: 375. ORDER THEREON, 23rd November 1872, No: 2,756.

ESTABLISHMENT, No. 25.

FORWARDED to Lieutenant-Colonel Roberts who will direct Lieutenant Shepherd to proceed to Madras as soon as the revised estimate for the Streeviguntum Anicut Project, called for in G. O. No: 1,896, dated 10th August 1872, is submitted.

(True Extract.)
(Signed) R. F. OAKES, Major, R.E.,
Acting Joint Secretary to Government.

To the Superintending Engineer, 8th Division.

Exd. T. O'Connor.

Spare Copies

Govt. of [1872] Madras.

PUBLIC WORKS.

To

THE SUPERIENINEE ENTGNDIGNR,

8TH DIVISION.

Dated November 23rd.

Recd.

Encl.

G. O., 23rd November 1872, No. 2,756.

NOVEMBER

Nos. 374-375

Streeviguntum Anicut Works.—Opinion, submitted by the Government Solicitor, of the Advocate-General regarding the claim of Ragavacharry, late Contractor of the Streeviguntum Anicut Works, forwarded to the Superintending Engineer of the 8th Division with instructions.

Proceedings of the Madras Government, Public Works Department, 21st March 1873.

No. 512. Read the following letter from the Acting Government Solicitor, to the Secretary to Government, Public Works Department, dated Madras, 22nd February 1873, No. 96:—

WITH reference to Lieutenant Shepherd's letter of the 3rd instant, No. A, I have now the honour to forward the opinion of the Advocate General regarding the several claims of the late Contractor Ragavacharry.

OPINION.

IF as Lieutenant Shepherd considers, and as appears to me from the Mookhtarnama of 22nd April 1871, to have been the case, Mr. Prince was competent to come to the arrangement set forth in his letter of 5th August 1871, to the Acting Superintending Engineer, that document would appear to be the basis on which any settlement with the contractor ought to rest. I presume, however, that the contractor now repudiates Mr. Prince's acts on his behalf, as several of the matters now in dispute, notably the claim mentioned in Mr. Shepherd's memorandum No. 1, were disposed of in the agreement concluded with Mr. Prince, 5th August 1871. This point, therefore, would be the first to be raised in case the matter were brought into Court.

2. Leaving this aside, I proceed to observe upon the several claims discussed in Mr. Shepherd in the several memoranda appended to his letter, 3rd February 1873. The first claim mentioned by Lieutenant Shepherd (Rupees 4,200 for the ancient foundations) appears, according to his account, to be clearly unsustainable. He says that it is the practice in measuring any piece of work to measure up the whole of the work done, deduct that already paid for, and pay for the residue; that on checking the measurements of work executed in June 1870, he found that some of these deductions had not been made; that he pointed this out to the contractor, who acquiesced and signed the contract certificates of that and the following months. If this be so, there can, of course, be no doubt that the claim is a bad one.

It appears, however, from clause 8 of Mr. Prince's agreement of 5th August 1871, that, apart from the 4,200 Rupees just mentioned, there may be a claim on the part of the contractor in respect of savings on the estimated cost of certain portion of the anicut work. When the work has been fully completed, this point can be decided, as provided by the agreement, by the Acting Superintending Engineer; and I understand from Mr. Shepherd that there is no reluctance on the part of the Public Works Department to pay the contractor whatever sum may be so found by the Acting Superintending Engineer to be due. This, however, is a matter quite distinct from the Rupees 4,200, to which Mr. Shepherd's memorandum No. 1 refers, and is not at present urged by the contractor.

3. The claim next referred to (memorandum No. 2) is fourfold. One item is for Rupees 3,200 (about) deducted as having been twice paid for.

As to this Mr. Shepherd says that the fact of the work having been twice paid for is evident from a comparison of the measurements for July with those for October. Indeed, the deduction appears to have been too small; it ought to have been in respect of 65,756 cubic yards instead of 39,306. This was occasioned,

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Mr. Shepherd tells me, by a mistake in the office, and the contractor has accordingly received over-payment in respect of the difference of the two measurements. In any adjustment of accounts, therefore, Government would have a right to deduct this amount.

The second item is Rupees 3,200, or, as Mr. Shepherd says, it should be Rupees 2,636, deducted on account of work left unfinished by the contractor.

The contractor does not explain in his claim (dated 16th February 1872) what are the grounds of this claim, and we have therefore only Mr. Shepherd's conjectures as to what they may be. He may, Mr. Shepherd suggests, allege that the work was actually completed; but that the channel, when finished, was filled up by the water being let down it for cultivation purposes. As to this Mr. Shepherd says that the deduction made was only in respect of widening the channel, not of deepening it, and that the water passing down the channel could not decrease the width, though it is conceivable that it might have increased it. This allegation therefore would be, in Mr. Shepherd's opinion, wholly groundless; except this Mr. Shepherd cannot conjecture on what ground the contractor can object to this deduction. This item and the preceding one relate to the first 12,500 feet of the channel. The third claim relates to the portion of the channel between 12,500 feet and 22,500. For this at present the contractor advances no very distinct claim; but Mr. Shepherd considers it probable that he will endeavour to establish his right to payment of the whole estimated quantity of work at the agreed rates. Mr. Shepherd is prepared to admit so much of this item as represents the cost of deepening the channel throughout the entire distance 10,000 feet; but he is not prepared to admit the cost of widening about Rupees 1,000, because both he and his Assistant have a distinct recollection that the work was not done. Mr. J. M. Bell, Assistant Engineer, Department Public Works, is now in the Presidency, and would be available as a witness on this point if it were necessary.

This claim however, even if good, would appear to be barred by the Limitation Act, the cause of action having arisen more than three years ago.

The fourth item discussed in memorandum No. 2 is for an increased rate over certain portions of the entire channel, on the ground of the nature of the soil. As to this Mr. Shepherd says that, though it is true that the contractor was promised 1-8 per cubic yard for kunkur, the soil in the channel throughout was not kunkur and might strictly have been paid for as earth at 2 Annas per cubic yard. There were, however, portions of the channel where the soil was of a kunkurous character nearer earth than kunkur, and for these portions a rate varying from 8 Annas to 1 Rupee was offered and accepted by the contractor. His acceptance is proved by his signing the certificates in which those rates appear, and cannot therefore be now considered as open to discussion.

Memorandum No. 3.—This is an item of Rupees 3,800 for which the contractor alleges that credit has not been given to him. Mr. Shepherd says that the books of the department sufficiently show that credit has been given, and that Mr. Hughes, who prepared the estimates and understands the books, would be able at once to establish the point if necessary.

Memorandum No. 4.—This refers to a claim in respect of certain unserviceable tools sent by the contractor into store. The arrangement appears to have

Proceedings of the Madras Government, Public Works Department,
21*st March* 1873.

been that the contractor was at liberty to buy Rupees 15,000 worth of tools for the entire contract of 8 lakhs, and he was to receive credit for a fair amount of tools which the contractor might bring into store as having become unserviceable. Mr. Shepherd wrote to the contractor early in 1869, reserving his right to object to too large a proportion of unserviceable tools. The copy of this letter appears to have been stolen from the office records; but Mr. Rundall and Mr. Prince and the clerk who wrote it can speak to its existence. Under this arrangement tools used to be brought to the store by the contractor, the storekeeper giving a receipt, and Mr. Shepherd then passed what he considered a fair proportion of unserviceable tools and gave a receipt for them, distinct from the storekeeper's receipt, which was a mere acknowledgment of the tools having been deposited in store for Mr. Shepherd's inspection. The contractor now claims Rupees 14,000 in respect of unserviceable tools; Mr. Shepherd has passed tools to the value of 7,700 Rupees, but he refused to pass more on the ground that, as only about half the contract had been completed, more than half the estimate of 15,000 Rupees for tools ought not to be allowed. It is, of course, difficult to say anything precise as to a matter the chief evidence upon which is a lost letter; still, as Mr. Shepherd states the case, it appears reasonable enough that credit should be allowed only for a proportion of spoilt tools fairly corresponding to the amount of work done, and the storekeeper and Mr. Shepherd's respective receipts appear to indicate that such was the course actually pursued. I think, therefore, that the Government are right in refusing to allow credit for the balance of tools, for which Mr. Shepherd's receipt has not been given, except for the few which I understand he consented, with Mr. Prince, to pass at the rates then agreed.

Memorandum No. 5.—This is a claim in respect of about Rupees 2,500 deducted from the contractor's credit account under the following circumstances:—He was allowed a certain amount of fuel, 3,500 loads, and Rupees 5,000 (2,000 loads at 2-8 per load) in respect of his contract to supply bricks for the anicut and head sluices, and he actually received these amounts. But he failed to complete the supply of bricks for the works in question, and Mr. Shepherd has therefore deducted from his account the value of the firewood employed in order to burn bricks enough to complete the work at the rates allowed to the contractor.

The whole of this arrangement about the bricks was oral; but the accounts of the department will show the amount of fuel received, and the payment of the Rupees 5,000 for the balance of fuel unsupplied and the deficiency in the supply of bricks by the contractor. The deduction seems therefore to be quite right.

Memorandum No. 6.—This refers to a number of petty claims, arising out of the matters of account, which Mr. Shepherd says were fully discussed and adjusted with Mr. Prince, and are, if Mr. Prince's argument is to be upheld, met by clause 11 of that document. If, however, the agreement is to be disregarded, the office accounts will, Mr. Shepherd states, clearly establish the groundlessness of the claim in each instance.

I have now endeavoured to set out each claim as I have elicited the facts connected with it from Mr. Shepherd in conversation. I desire, in conclusion, to invite attention to the very loose informal and inadequate agreement made by Mr. Shepherd with the contractor, 21st December 1868, which is the decument on which Government must now take its stand. This document contains a

provision for penalties in case of the work not being complete, by 1st April 1871 and 1st April 1872, and if the contractor offers any resistance it will of course be well to show him that he is exposed to this liability, if Government chooses to stand strictly on its rights. The whole instrument is, however, so vague and irregular, that it would be really desirable not to have to rely upon it, if this can be avoided. It would be most desirable that any documents of this kind should be drawn up in a proper and business-like form, and not be allowed to assume whatever form a subordinate official may choose to give them. The document now in question is so framed as almost inevitably to lead to dispute and to be almost useless in case of litigation.

(Signed) H. S. CUNNINGHAM,
Advocate-General.

21*st February* 1873.

No. 513. ORDER THEREON, 21st March 1873, No. 887.

ESTABLISHMENT, No. 57.

THESE papers will be communicated to the District Engineer, Tinnevelly, and that Officer will inform Ragavacharry, late Contractor of the Streeviguntum Anicut Works, that the Government must decline to re-consider any of the claims which were settled with Mr. Prince, acting as the Contractor's Agent. The agreement then arrived at should be carried out, and, if Ragavacharry declines to accept the amount due to him under that agreement, together with any sums on account of admitted claims not included in the agreement, and to grant a receipt in full of all demands, he should be informed that the penalty of 5 per cent. on the value of work done will be enforced, and that he will not again be offered the amount now sanctioned to be paid.

2. The District Engineer is requested to forward, as soon as possible, a complete list of the admitted claims, showing the amount to be paid under each, when that has been determined; and the probable amount for work which has not yet been completely measured, or which, as regards rates to be paid, is dependent upon work yet to be carried out. The total amount thus exhibited, subject to such modifications as may be requisite where the claims have not been finally determined, will be the sum to be offered to the late Contractor, and should this settlement be rejected and a suit be filed, this amount, less that for penalty incurred, which should be reported, will be the sum to be paid into Court when filing the answer.

3. Instructions will be issued shortly to the department generally, with reference to the remarks of the Advocate General, in the concluding paragraph of his opinion, on the subject of the informality and inadequacy of the agreement entered into with the Contractor for the Anicut works.

(True Extract.)

(Signed) J. MULLINS, Lieut.-Colonel, R.E.,
Joint Secretary to Government.

To the Chief Engineer for Irrigation.
,, District Engineer, Tinnevelly.
,, Controller of Public Works Accounts.

Exd. E. C. Shunker.

...goontum Project.

Exd. S. T. Austin.

15-5-95

Govt. of {1873} Madras.

PUBLIC WORKS.

To

THE CHIEF ENGINEER FOR IRRIGATION,

&c., &c., &c.

Dated March 21st.

Recd. *Encl.*

G. O., 21st March 1873, No. 887.

MARCH

Nos. 512-513

Streeviguntum Anicut Works, Tinnevelly District.—Passing orders on letter from the Government Solicitor forwarding opinion of the Advocate General on the claims preferred by Ragavacharry, late Contractor for the Streeviguntum Anicut Works.

Proceedings of the Madras Government, Public Works Department, 6th June 1873.

No. 94A. Read the following letter from J. H. PRINCE, Esq., Agent for V. Raghava Charry, Contractor, Streevigoontum Anicut Project, to the Honourable W. HUDLESTON, Chief Secretary to Government, Fort St. George, dated No. 18, Second Line Beach, Madras, 28th April 1873 :—

I BEG to represent, for the information of Government, that V. Raghava Charry, Contractor, being now free to settle the long disputed matters regarding the Strivigoontum Anicut Project, I have now the honour to request that Government will be pleased to issue the necessary orders to Mr. J. W. Rundall, the present District Engineer of Tinnevelly, to go through the accounts with Raghava Charry, who, being free, will be able to explain to Mr. Rundall in person the differences in accounts made by Lieutenant Shepherd, R. E., and that, on these differences being pointed out, Mr. Rundall will personally inspect same with the accounts, and give Raghava Charry an opportunity of establishing his rights with the view of a settlement being had accordingly.

2. Raghava Charry, I may add, will be prepared, after he has been allowed a personal explanation, to abide by any order Mr. Rundall may pass thereon, the same being fair and equitable, or in the event of Mr. Rundall reporting thereon for the orders of Government, then, and in such case, such orders as the Government may be pleased to pass on such report.

3. Government should further pass orders to Mr. Rundall to give Raghava Charry access or copies of any record he may desire for the purpose of giving him opportunity to offer a full and complete explanation, and that a copy of Mr. Rundall's report to Government should also be forwarded to Raghava Charry for his information.

4. I have also to request a copy of the last Proceedings of Government passed herein last month.

No. 94B. ORDER THEREON, 6th June 1873, No. 1,508A.

ESTABLISHMENT, No. 12.

MR. PRINCE will be informed that the Government have instructed the District Engineer, Tinnevelly, as to the course he is to pursue with reference to the settlement of the claims of Raghava Charry, late Contractor of the Strivigoontum Anicut Works, and the latter should accordingly communicate with Mr. Rundall, if he has not already done so.

2. The Government cannot comply with the request contained in the last paragraph of Mr. Prince's letter.

(True Extract.)

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

Secretary to Government.

To J. H. Prince, Esq., Agent for Raghava Charry, Contractor Strivigoontum Project.
To the District Engineer, Tinnevelly.

Exd. S. T. Austin.

Spare Copies.

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