No. 3188 W., 13TH DECEMBER 1895.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

READ—again the following papers:—

G.O. No. 782 W., dated 28th March 1895.
G.O. No. 2198 W., dated 5th September 1895.

READ—also the following papers:—

From G. T. MACKENZIE, Esq., District Judge, Gódávari, to the Acting Registrar of the High Court of Judicature, Appellate Side, Madras, dated Rajahmundry, 18th October 1895, No. 1451.

In obedience to paragraph 2 of G.O. No. 2198 W., dated 5th September 1895, I have the honour to submit a translation of the lease and a copy of the letter in which the lessee consents to relinquish his lease upon payment of Rs. 90 as compensation.

2. I beg to solicit instructions whether the orders of Government apply to grazing leases. My recollection is that the compounds of the District Court and District Munsif's Court at Masulipatam are let each year for grazing and I am told that in this district the compound of the Narsapur District Munsif's Court is let each year for grazing.

No. 3003, Judicial.

Forwarded to the Chief Secretary to Government, Fort St. George.

(By order.)

MADRAS,
24th October 1895.

(Signed) D. W. G. COWIE,
Acting Registrar.

No. 2639, Judicial.

Transferred to the Public Works Department.

(Signed) W. FRANCIS,
Ag. Under Secretary.

4th November 1895.

Office-note from the Examiner, Public Works Accounts, dated 22nd November 1895, No. 4111 D./A.

The charge is not, in my opinion, one to be made in the Public Works Department. Rents were recovered which must have been credited in the Civil Department and any expense consequent on the irregular proceeding should be paid in that department.

ORDER—No. 3188 W., dated 13th December 1895.

In consideration of the circumstances that there were no definite orders prohibiting the leasing of the compounds of public buildings for planting purposes, and that Mr. Ross, the late District Judge, no doubt imagined he was acting in the interests of Government in letting the compound of the District Munsif's Court-house at Amalápuram, His Excellency the Governor in Council resolves to accept the surrender of the lease and to bear the cost of compensation.

2. The sum of Rs. 90 demanded by the lessee will be paid in the Civil Department, in which department the proceeds of the lease were credited.

3. With reference to paragraph 2 of the District Judge's letter above recorded, it is not intended that the prohibitory orders should apply to grazing leases.

(True Extract.)

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

To the Superintending Engineer, I Circle.
„ other Superintending Engineers.
„ the Consulting Architect to Government.
„ the Examiner, Public Works Accounts.
„ the Judicial Department.
„ the Financial Department.
„ the Revenue Department.

Exd. Shaik Karim.
Spare Copies

GENERAL.
ESTABLISHMENT.

Govt. of {1895} Madras.

PUBLIC WORKS.

Dated December, 13th.

Recd. *Encl.*

G.O. No. 3188 W., 13th Dec. 1895.

DECEMBER.

Surrender of the lease of the Compound of the District Munsif's Court, Amalapuram

Resolving that, under the circumstances, the cost of compensating the lessee for his — be borne by Government in the Civil Department, and stating that the prohibitory orders with regard to the leasing of compounds of public buildings do not apply to grazing leases.

12 NOV 1895
A.G. ACCOUNTS.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

READ—the following papers:—

From G. T. MACKENZIE, Esq., District Judge, Gódávari, to the Chief Secretary to Government (through the Acting Registrar of the High Court of Judicature, Appellate Side, Madras), dated Rajahmundry, 23rd July 1895, No. 953.

I have the honour to state that I received yesterday G.O., No. 486, dated 22nd April 1895, communicating Public Works G.O., dated 28th March 1895, ordering me at once to clear from the District Munsif's court compound at Amalápuram the objectionable trees and unsightly shed which have been placed there.

2. The compound was handed over by the Public Works Department on 7th November 1892. It then contained fruit trees as per margin and since then no other trees have been planted; but in February 1894, with the sanction of Mr. Ross, District Judge, the compound was leased for five years at Rs. 42 per annum and there are now 34 plantain trees.

24 coccanut.	1 neredu.
5 palmyra.	2 guava.
3 mango.	2 custard apple.

3. The shed is not a cattle shed as Government seems to suppose, but a water pandal erected by the local union and maintained by local funds for the convenience of the public who attend the court.

4. When the Executive Engineer wrote to me in December, I attended to his representations, but as the contract is for a term of years and the water pandal is a public benefit, I decided not to interfere, and I told him so.

5. In obedience to the Government Order now received, I shall move the water pandal out of the compound, but the contractor cannot be ejected until 1899, as he holds a lease.

No. 2077.

Forwarded to the Chief Secretary to Government, Fort St. George.

(By order.)

MADRAS,
2nd August 1895.

(Signed) D. W. G. COWIE,
Ag. Registrar.

No. 1851, Judicial.

Transferred to the Public Works Department.

OOTACAMUND,
9th August 1895.

(Signed) L. DAVIDSON,
Ag. Under Secretary.

ORDER—dated 5th September 1895, No. 2198 W., Public Works.

His Excellency the Governor in Council observes that it is a highly irregular proceeding to lease the compound of a public building to a private party, and although Mr. Mackenzie states that no trees have been planted since 1892, it is clear that the 34 plantain trees mentioned in his letter have been planted since then.

2. The District Judge will be called on to report the terms of the lease, and whether it can be cancelled. If this can be done on the payment of a moderate compensation it should be so arranged. It will be considered hereafter whether Mr. Ross should not be called on to defray the charges incurred.

3. Mr. Mackenzie has misunderstood the statement as regards the sheds. There is a "shed" in the compound of the new court-house which is used as a water pandal, and there is a cattle-shed in the old court-house building. For the latter the Postal department is responsible.

(True Extract.)

(Signed) J. PENNYCUICK, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Superintending Engineer, I Circle.
,, Judicial Department.

Exd. S. J. Pereira.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1895} Madras.

PUBLIC WORKS.

Dated September, 5th.

Read. *Encl.*

G.O., 5th Sept. 1895, No. 2198 W.

SEPTEMBER.

Leasing the Compounds of Public Buildings

Observing that it is a highly irregular proceeding to lease the compound of a public building to a private party, and calling on the District Judge, Gódávari, to report the terms of the lease of the compound of the District Munsif's court at Amalápuram and whether it can be cancelled on payment of a moderate compensation.

EXAMINER
12 NOV 1895
ACCOUNTS

28TH MARCH 1895, No. 782 W., PUBLIC WORKS.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

READ—the following paper:—

From A. H. GARRETT, Esq., Superintending Engineer, I Circle, to the Chief Engineer, Public Works Department, dated Dowlaishweram, 20th February 1895, No. 2246 G.D.

I have the honour to bring to your notice the marginally-noted correspondence and request I may be informed to what extent Executive Engineers should be held responsible for the state of public buildings and compounds which are under the charge of this department.

Copy of Assistant Engineer Mr. Howley's No. 411, dated 8th December 1894.
Copy of Gódávari Western Division officer's No. 447 S., dated 11th December 1894.
Copy of Superintending Engineer's No. 1794 G.D., dated 19th December 1894.
Copy of Proceedings of the District Court, Gódávari, No. 1567, dated 22nd December 1894.
Copy of Gódávari Western Division officer's No. 504 S., dated 29th January 1895.

2. I certainly consider that the compound attached to a public building should not be leased out for growing fruit and vegetables, as it would increase the difficulty of keeping the surroundings of the building as clean as is desirable.

3. The other matters reported by Mr. Howley are not referred to by the District Judge, and as I have frequently noticed that compounds round public buildings as well as the buildings themselves are much neglected, I request that the responsibility of Executive Engineers in such cases may be clearly defined.

ORDER—dated 28th March 1895, No. 782 W., Public Works.

His Excellency the Governor in Council observes that it is the Executive Engineer's duty to point out any irregularity in the use of public buildings and of the compounds attached thereto which may come under his notice. Representations thus made should be attended to by departmental officers occupying the buildings, who will be held responsible that compounds are kept in proper order and used for their legitimate purposes only. They are intended to secure healthy surroundings and sufficient light and air. If they are used for plantations and cattle sheds these objects are defeated.

2. The compound round the District Munsif's court-house at Amalápur will be at once cleared of the objectionable trees and unsightly shed which have been placed there, and the attention of the Postmaster-General will be called to the misapplication of a portion of the building made over to the Postal Department for use as a Post office.

(True Extract.)

(Signed) J. PENNYCUICK, Colonel, R.E.,
Secretary to Govt., P.W.D.

To Superintending Engineers.
" the Consulting Architect to Government.
" the Judicial Department.
" the Public Department.
" the Revenue Department.
" the Postmaster-General.

Exd. C. A. Munisawmy.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1895} Madras.

PUBLIC WORKS.

Dated March, 28th.

Read.

Encl.

G.O., 28th Mar. 1895, No. 782 W.

MARCH.

Public Buildings and the compounds attached thereto

Orders defining the responsibility of Executive Engineers in regard to the state of —, and directing the clearance of the objectionable trees and unsightly shed from the compound round the District Munsif's court house at Amalápur in the Gódávari Western division.

Inclosed
G. V. S. A.
14-1096

EXAMINED
12 NOV 1895
P. W. ACCOUNTS

To
The District Munsiff of
Avalapur,

Respected Sir,

With reference to the Proceedings of the District Judge dated the 12th Instant, I beg to state that I have no objection to surrender the lease of the Court Compound in case the Government undertakes to pay me Rs 90-00 as compensation. I have undergone much expense for digging and manuring the under the expectation of realizing a good profit for the future period.

I beg to remain
Respected Sir,
Your most obedient Servant
(Signed) C. Derayya
Pleader &
Contractor.

Avalapur
14-10-95

/True Copy/

V. Ellwadhan
Ag District Munsiff

Issued

Dr H.C. No 5542/95.

P.W. Ex 2 8557/95 12494/95

1875
Jun
Binders 2
5038

Translation of Lease

Puttah executed by the District Munsif's Court of Amalapur in favour of Kancherla Perayya Naidu garu a pleader of this Court.

EXAMINED
12 NOV 1895
ACCOUNTS

Whereas at a sale held by the Court on the 9th February 1894, you offered to pay, subject to the conditions mentioned below, a sum of Rs 210 in respect of the Court Composition and the Cocoanut garden, plantain trees and other fruit trees in the Composition situated at Amalapur in the registration sub-district of Amalapur, Amalapur Taluq, Godaveri District, for a five years lease Commencing from the month of Magham of the Current Vijaya year (February 1894) and ending with Sravana Bahulam of Vilambi (September 1898), your offer is accepted

accepted and the bid knocked down
in your favour.

You are to pay

I Rs42 on 30th June 1894 being the
rent for the first year — from
Magham of Vijaya (February 1894)
to 30 Sravana Bahulam of Jaya
(30th August 1894).

II Rs42 on 30th June 95 — for the second
year — from 30 Sravana Bahulam
of Jaya (30th August 94) to 30
Sravana Bahulam of Manmadha
(28th August 1895).

III Rs42 on 30th June 96 for the 3rd year —
from 30th Sravana Bahulam
of Manmadha (August 95) to
30 Sravana Bahulam of Durmukhi
(August 1896).

12 NOV 1895
ACCOUNTS

IV Rent on 30th June 1897 for the 4th
year from 30 Iravanabalulam
of Dhanukli (August 1896)
to 30th Iravanabalulam of
Kevilambi (August 1897)

V Rent on 30th June 1898 for the 5th
year from 30th Iravanabalu-
lam of Kevilambi (August 1897)
to 30th Iravanabalulam
of Vilambi (August 1898)
Further more you shall
not cut the plantain leaves
nor shall you, at the end of the
term, cut tender Cocoanuts
except what may fall or bring
knocked at;
You shall at the end of the
term make over to the Court
the Compound Cocoanut trees

trees and such plantain trees as may be standing in it at the time.

The boundaries of the Compound are

The High road on the east.

Nalla Pallaya's Inam bought by Machiragu Kamesvararao on the south.

Naib Galib Sahebs Inam on the west.

The site of the Sub Registrars' office Compound on the north.

The site situated in the midst of these boundaries.

(Sd) B. R. 6-4

True Copy of the office Copy

(Sd) V. V. S. Avadhani

Asst Munsif

In H.C. No 5542/95

Translation of Lease

P.W. Ex 1
8587/95
424/1

1895
Jud.
Encls.
5738

No 1457.

District Court Godavery.

Rajahmundry. 18th October 1895.

Pro 1.

From,

EXAMINED
12 NOV 1895
P. W. ACCOUNTS

G. Y. Mackenzie Esquire,
District Judge, Godavery.

To,

D. W. G. Cowie Esquire,
Ag. Registrar of the High Court
of Judicature, Appellate Side,
Madras.

Sir,

In obedience to paragraph 2
of G.O 5th September 1895, No 2198 W. I have
the honour to submit a translation of the
lease and a copy of the letter in which the
lessee consents to relinquish his lease upon
payment of Rs 90 as compensation.

2. I beg to solicit instructions —
whether the orders of Government apply
to grazing leases. My recollection is that
the compomds of the District Court and
District Munsif's Court at Masulipatam
are

are let each year for grazing and
I am told that in this Dibuict the
compound of the Narsapur Dibuict
Munsif's Court is let each year for
grazing.

I have the honour to be,
Sir,
Your most obedient servant,
S. T. MacLennie
District Judge.

To

H.C. No 5542.
Judicial (1895) Department

1942 · 18 5 95
1943 D 16. 9. 95 Mrs
4866 D 22. 4. 95 R

From
The District Judge
Godavari.

CURRENT No. 5038
No. 3003.

Dated 18th }
Despd. do } October 1895.
Recd. 21st }

No. 451. Enclosures (two).

Forwarded to the Chief Secretary to Government, Fort Saint George.
(By order.)

High Court of Judicature, (Appellate Side), Madras, 24th October 1895. } Dy. Registrar / Asg. Registrar

Recd 25/10
Despd 28/10
Encls 2.

CHIEF SECRETARY'S 25 OCT. 1895 GOVERNMENT OF MADRAS

To
Endorsement No. 2639 D 4-11-95

Transfered to the Public Works Dept.

W Francis
Asg. Under Secretary.

31/10/95
To the Public Works Dept.

Subject

Submitting in obedience to para 2 of G.O. 2198 W / 5-9-95, a translation of the lease and a copy of the letter in which the lessee relinquishes his lease on payment of Rs. 90 towards compensation and soliciting instructions whether the orders of Government apply to grazing leases also.

P.S.O.

No. 4111 2/4 dy 22. Novr 95

To W.

The charge is not, in my opinion, one to be made in the P.W.D. Rents were recovered which must have been credited in the Civil Department and any expense consequent on the irregular proceeding should be paid in that Department.

C.

No. 1066 W dy 1-4-92
" 782 W - 28-3-95
" 2198 W - 5-9-95

EXAMINED
12 NOV 1895
P. W. ACCOUNTS

P. W. CURRENT No. ~~8587~~ 9249
Recd ~~5-11-95~~ 23-11-95 Enc: 2

Government of Madras.

1895

DISPOSAL.

No. 3400 dated 11th November 1895

P. W. DEPARTMENT.

CURRENT No.

From The Judicial Department

To C

For favour of opinion as to what head the sum of Rs 90 should be charged in case govt: decides to bear the cost of compensation.

Copies of the under-mentioned Govt: are enclosed.

No. 782 W dy 28-3-95
2198 W dy 5-9-95

ENCLOS 2

No. 2639
Dated 4.11.95
Received 5.11.95

SUBJECT.

Transferring letter from the Dt: Judge, Godavari, submitting a translation of the lease and a copy of the letter in which the lessee relinquishes his lease on payment of Rs: 90 towards compensation and soliciting instructions whether the orders of Govt: apply to grazing leases also.

C&MS
6/11/95

12/11/95

29—2,000—28-2-95.

P. W. DEPARTMENT.

READ the following:—

Endorsement in the Judicial Department, No. ~~2369~~ 2639, dated 4th November 1895

Office Note from the Examiner, P.W. Accts., No. 4111 D/A d/22nd Novr. 1895.

FOR ORDERS.

There do not appear to have been any orders on the Judicial & Mr. Ross no doubt imagined he was doing a good stroke for Govt: when he leased the compound. I think under the circs - Govt. shd cancel the lease & bear the cost of compensation.

W
2 Dec

W

It has now to be decided with reference to para 2 of G.O. No. 2198W dated 5th September 1895, whether the net loss, which will be Rs. 90 (the sum claimed as compensation by the lessee) less the amount realised by Government as rent for the compound of the District Munsiff's Court at Amalapuram, should be met by the Government or recovered from Mr. Ross.

2. If it is to be met by Government the Examiner reports that the charge should not be adjusted in the P.W. Department, but as rents must have been recovered and credited in the Civil Department, it should be paid in the latter Department.

3. With reference to para 2 of the District Judge's letter, it is submitted that the prohibitory orders need not apply to grazing leases.

FOR ORDERS.

Leasing of the compound of the District Munsif's Court, Amalapuram.

P. W. Department.

Read the following:—

Endorsement in the Judicial Department No. 2639, dated 4th November 1895.

Office Note from the Examiner P.W. Accounts, No 4111 $\frac{D}{A}$ dated 22nd Nov: 95

FOR ORDERS.

~~They have much with the~~ ~~Rs.~~ Rs. 90 — ~~being~~ the sum claimed as compensation by the lessees less the amount realized by Government as rent for the compound of the district Munsiff's Court at Amalapuram should be met by Government or recovered from Mr. Ross.

It has now to be decided with reference to para. 2 of G.O. No. 2198 W, dated 5th September 1895, whether the sum of Rs. 90 claimed as compensation by the lessee of the compound of the District Munsiff's Court at Amalapuram, should be met by Government or recovered from Mr. Ross.

2. If it is to be met by Government the Examiner reports that the charge should not be adjusted in the P.W. Dept., but as rents must have been recovered and credited in the Civil Dept., it should be paid in the latter Department.

3 With reference to para 2 of the District Judge's letter, it is submitted that the prohibitory orders need not apply to grazing leases.

Remarks

W.

H.C.

A.S. 2/12
B.S. 7/12 9249

FOR ORDERS.

3188 W
13/12

Leasing of the compound of the District Munsif's Court, Amalapuram

Mr. Pinhey sees no objection to the proposal mentioned in the letter; it would seem desirable that the engine should be made over to the Trustees of the Local Fund and if it can be conveniently arranged payment by instalments of the amount of compensation fixed should be allowed.

Mr. Pinhey sees also no objection to the proposal mentioned in the letter; it would seem desirable that the engine should be made over to the Trustees of the Local Fund and if it can be conveniently arranged payment by instalments of the amount of compensation fixed should be allowed.

The "little shed" referred to in the letter is a Godown, forming the SE corner of the Compound on the

PUBLIC WORKS DEPARTMENT.

No. 3188 W. dated 13th December 1895.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

again

READ the following

G.O. No. 782 W. dated 28 March 1895.
2nd " Dis. 21985 " 5 Sept. "

Read also:—

Endorsement on the Judicial Dept. H.C. No. 2639 d/4 Nov. 95
Office note from the Examiner P.W.D. " " 4111 D/A d/22 " .

In consideration of the circumstances that there were no definite orders prohibiting the leasing of the compounds of public buildings for planting purposes, and that Mr. Ross, the late District Judge, no doubt imagined he was acting in the interests of Government in letting the compound of the District Munsif's Court house at Amalapuram,

(40—6,000—2-11-95.)

If His Excellency the Governor in Council resolves to accept the surrender of the lease and to bear the cost of compensation,

2. The sum of Rs. 90 demanded by the lessee will be paid in the Civil Department, in which Department the proceeds of the lease were credited.

3. With reference to para 2 of the District Judge's letter above recorded, it is not intended that the prohibitory orders should apply to grazing leases.

CHIEF SECRETARIAT
-8 DEC 1895
GOVERNMENT OF MADRAS

11/12

CK 1015
5/12/95

Mr Hamilton Jt Secy
for Finl & Commercial

DECYPHERED
20 DEC 95

S. E. i Circle
other Safety Engineers
Ch. to Lut.
Ex. P. W. Accts.
Judicial Dept
Financial Dept
Revenue Dept

9249

Govt. of 1895 Madras.

PUBLIC WORKS.

Dated

Rcd. Encl.

G.O. 13/12/1895. No. 3188 W

urrender of the lease
the Compound of the Dt
Munsif's Court Kapurthala

solving that under the
circumstances, the cost of
pensating the lessee for
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stating that the prohibitory
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13/12/95