

Public Works (1896) Department.

G.O., No.

1676

DATED

16-1-96

[Despatch Abstract.]

Reward: Letter to the Govt of India forwarding a draft of the orders which it is considered should be inserted in the P.W. Code regarding — to officers in Madras for passing in vernacular languages.

em

2.12.95 N-3159-604
8-1-96 - 93 C

All communications
should be addressed
to the Secretary.

No. 3438 G.

GOVERNMENT OF INDIA.
PUBLIC WORKS DEPARTMENT.
GENERAL.

To
The Secretary to the Government of Madras,
Public Works Department.

Calcutta, the 31st December 1895.

Sir,

With reference to your letter No. 3160 W., dated 9th December 1895, pointing out that no provision is made in Volume I of the Public Works Department Code of the Government of India, for rewards to officers in Madras, for passing the Departmental Standard Examination in the recognised Madras Vernaculars, and suggesting certain amendments to that Code, I am directed to request that a draft of the orders, which it is considered should be inserted in the Code, may be submitted for the consideration of the Government of India.

I have the honour to be,

Sir,

Your most obedient servant,

C. H. Walker

Under Secy. to the Govt. of India.

Documents accompanying:-

Nil.

N. Rai.

No 167 W of 16 Jan 1896

INDEXED
2/8/96

Draft Standing Orders.

Chapter II, para 29. After the word pass in line 12, add for officers on the Madras list the compulsory standard is the third class test in Tamil, Telugu, Canarese or Malayalam.

Chapter II, para 38. Add at the end for officers of the Madras list for passing the Lower Standard ^{or} ~~or~~ the third class test in Tamil, Telugu, Canarese or Malayalam within two years of joining the Department in India. - Rs. 180.

Chapter II para 43. In the second foot note after Government of India add and Madras.

[Signature]
11/1/96

[Signature]

From,

The Supt. Engineer,

4 Circle

Encls 2

Dec: 21. 12. 95

The undersigned agrees with the
... of the ...
... 16th January 1896
... the ...

Dated 17: } December 1895.
Dated 19: }

Recorded with the
... that the Govt.
agrees in the opinion
expressed in para 2
of the Supt. Engineer's
endorsement.

No 505
W

Enclosure Nil.

2. The separate report
regarding arrears due
from paldugai renters
should be submitted
through the Chief Engr.
for Irrigation.

Inspection Report of the
Examiner on the accounts
of the Coimbatore Division

Reports on the several
points noticed in the —

to Co. Es. R. 2504
to G. Es. - 2350
to G. Es. - 2668
to G. Es. - 2726
to G. Es. - 2755

S. E. W. Circle

Exr. P. W. Sect. } with encos
Chief Engr. for Irr. } in orig
Chief Engr. for Irr. } for perusal
Chief Engr. for Irr. } & return

DEPT.

20

N^o 505
w dated 17 December

Submitted to the Chief Engineer
P.W. D with reference to G.O. No. 2584 W
of 10 October 1895.

2. The undersigned agrees with the
opinion expressed by the Executive
Engineer in the concluding para of the
foregoing letter regarding the strengthening
of the sub-division offices. But he considers
that this should be done by a corresponding
reduction in the Division offices.

3. The Executive Engineer has been requested
to submit in a separate report his
application for permission to sue
padugai renters for arrears of rent.
He should explain fully the grounds
on which the lessees refuse to pay.
It is thought that the non-registration
of the leases would not be accepted
even in a low court as valid reason
for non-payment.

M. M. M.
Supg Engineer H. Circle

Rules and conditions for leasing Plantations in charge of the Public Works Department.

1. The lease for each plantation will be auctioned at the place and on the date specified by the Executive Engineer after notice has been given in the District Gazette and in the adjoining villages.
2. The lease will be for one year or any less period and will begin and terminate on the dates fixed by the Executive Engineer.
3. The lease will be granted to the highest bidder at the auction subject to the following conditions and for the purposes therein specified:—
 - (a) that no person is allowed to bid at the auction unless he has deposited a sum of Rupees (10) ten, which, in the case of unsuccessful bidders, will be returned immediately the result of the sale is known.
 - (b) that one-fourth of the sum bid is paid in cash by the successful bidder at the termination of the auction and the balance within fourteen days from the date on which the sale is confirmed by the Executive Engineer;
 - (c) that the sale is confirmed by the Executive Engineer.
 - (d) If both the above conditions are not fulfilled the lease will be re-auctioned after due notice has been given, and, if the re-auction is due to the non-fulfilment of the conditions on the part of the successful bidder, any loss which may be incurred thereby will be recovered from the sum deposited at the original auction or otherwise from the person so in default.
4. The lease to be issued to the successful bidder shall be in the accompanying form.
5. The term Executive Engineer must be taken to mean the Executive Engineer or other officer for the time being in charge of the Division
6. The conditions will be read out in the vernacular of the district before the commencement of each sale.

Agreement made the _____ day of _____
one thousand eight hundred and ninety
Between the Right Honorable the Secretary of State for India in Council (hereinafter
called the Lessor) of the one part and _____ residing in
son of _____ in the Taluk of _____
the Village of _____ (hereinafter called
in the District of _____ the Lessee) of the other part witnesseth that in consideration of the sum of
Rupees _____ on or before the execution
of these presents paid by the Lessee to
for and on behalf of the Lessor and in consideration of the agreements by the Lessee
hereinafter contained the Lessor hereby grants unto the Lessee the sole right to occupy
the lands described in the Schedule hereunder written and delineated in the map
thereof hereunto annexed for the purposes of—

(a) Cutting nanal shrubs and brushwood growing thereon and which have
attained a height of over two feet subject as hereinafter provided ;

(b) Gathering fruit from the trees thereon provided that no tree shall be cut or
otherwise interfered with by the Lessee for that or any other purpose ;

(c) Grazing cattle thereon other than goats and buffaloes subject to such last
mentioned right being rescinded or cancelled at any time by the Executive Engineer
or other officer for the time being in charge of _____ on behalf
of the Lessor if in the opinion of such Executive Engineer or other officer as aforesaid
the said premises are being damaged by the cattle so grazing
but for no other purpose.

Reserving unto the Lessor his successors and assigns and his and their officers
and servants the right to cut and remove all nanal shrubs brushwood and other
materials on the said lands required for any Government works on payment to the
Lessee as compensation for the same at the average rate per 100 square yards at which
the said lands have been leased to him and reserving unto the Lessor his successors
and assigns and his and their officers and servants the right to dig and remove from
the said lands any earth or soil without paying any compensation for the same.

To hold the said premises unto the Lessee for the term of _____
from the _____ day of _____ one
thousand eight hundred and ninety

The Lessee agrees with the Lessor to use the said lands for the purposes afore-
said and for no other purpose.

Not to cut any nanal, shrub, or brushwood on the said lands which has not attained
a height of two feet above the ground, or which has been planted within the preceding
twelve months.

To permit the Lessor and his agents to enter at all reasonable times to view the
state and condition of the said lands and to exercise all or any of the rights herein-
before expressed to be hereby reserved.

At the expiration or sooner determination of the said term to deliver up the
said premises in such state and condition as shall be consistent with these presents.

That if and whenever there shall be a breach of any of the Lessee's agreements
the Lessor or any officer or servant of the Lessor may re-enter upon any part of the
said lands in the name of the whole and thereupon the said rights hereby granted
shall cease and determine and the Lessee shall not be entitled to any compensation
therefor.

2
That in case of any question or dispute arising between the parties hereto touching these presents or any matter or thing herein contained or referred to then and in every such case the matter or question in dispute shall be referred to the Superintending Engineer for the time being of whose decision thereon shall be final and conclusive and altogether operative and binding upon the parties hereto.

And the Lessor agrees with the Lessee that he performing and observing the agreements hereinbefore on his part contained may peaceably hold the said premises during the said term without any interruption by the Lessor or any person claiming under him.

IN WITNESS whereof
the

by order and direction of the Right Honorable the Governor in Council of Fort St. George acting for and on behalf of the Lessor and the Lessee have hereunto set their respective hands the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

(Here describe the lands by the name of the village sub-registration district and registration district in which they are situated and by the boundaries and area).

Signed by the above named

in the presence of

Signed by the above named

in the presence of

Gov. No. 174. D 6-8-95

To All Superintending Engineers

The undersigned has the honor to forward herewith rules and conditions for leasing plantations in charge of the Public Works Department and a form of lease which has been prepared in consultation with Government solicitor.

2. From the replies of Superintending Engineers to the office No. 6-4 D 20-3-95 it appears that the rules will be applicable in all districts except the Krishna, where the Superintending Engineer reports that it is not advisable to lease any plantations at present.

(3) The Superintending Engineer I + II circles consider that no cattle should be allowed in plantations in charge of the Department. In the form of lease this has been provided for by giving the Executive Engineer power

I rescind or cancel this
portion of the lease but if
this is done notice must be
given to bidders at the
1 auction that the right of
grazing is withdrawn.

4) It is considered that the
right of cutting creepers &
for manure should only be
granted in very special
cases and hence no pro-
vision is made for this
in the lease.

(S.) RRR BB

x creepers as the Superintending
Engineer E circle points out
afford a good protection
to banks.

Pub