

MADRAS RECORD OFFICE.

Government of Madras.

Judicial DEPARTMENT.

G.O. No.	1542	Press
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Dated	28. 5.	1986

258-259

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Not to be folded or roughly handled

1542

*Proceedings of the Madras Government, Judicial Department,
25th September 1867.*

No. 258. Read the following letter from E. C. G. THOMAS, Esq., Civil Judge of Madura, to the Chief Secretary to Government, Fort Saint George; dated Madura, 11th September 1867, No. 209.

I have the honor to submit, for the consideration of Government, the following circumstances.

2. The Government having, in its Proceedings of the 19th January 1865, Judicial Department, sanctioned a purchase of certain office furniture for the Moonsiffs' Courts in this District, my predecessor advertised for tenders to make the required furniture by contract, but, having failed to get any one to make it, he, on the 6th March 1866, remitted to the several Moonsiffs the amount sanctioned, and then in deposit in the Court, directing them to get the required furniture made within the sum sanctioned.

3. By the enclosures, I learn that Rungachariar, the late Moonsiff of Paramagoody, who a short time since resigned, gave to a Carpenter 145 Rupees advance, for making certain articles of furniture, which, it would not only appear, were not required, but which the Carpenter avowed his inability to manufacture, and that no legal security was taken from him to perform his contract. I have reason to question the *bona fide* character of the alleged agreement, for it is clear that a number of the articles which the Moonsiff desired the Achary to make were not required. A cash chest, for instance, could not be so, seeing he had a Chubb's Iron one only supplied a few years ago, and reported in good order still. It appears doubtful what measure of success, if any, would attend a civil action against the Achary. My own opinion is that the late Moonsiff is liable for money entrusted to him to procure his office furniture, and that he should be included as 1st defendant in the suit, which, I solicit, I may be authorized to direct the Government Vakeel to bring in the Small Cause Court at Madura, for the recovery of the money.

4. I have, further, the honor to inform you that the above circumstances were duly brought to the notice of the High Court, by my letter of the 15th July last, for their order, but the said Court have sent me a reply to the effect that the subject is one with which they have no concern, and that, in a matter of this nature, application should be made to the Executive Government.

Translation of an Urzee, dated 5th December 1866, addressed by the Moonsiff of Paramagoody, to the Civil Court of Madura.

I beg to bring to the notice of the Court that, out of the amount remitted to the late Moonsiff for the preparation of tables and other furniture for the use of this Court, a sum of Rupees 145 has been spent by him in a most insecure and useless manner. I was prevented by some of the following circumstances from giving the Court an earlier information of the matter.

2. On the 14th March 1866, the late Moonsiff, received Rupees 193 for the purpose of making the furniture in question, and advanced, on the 21st April 1866, to one Valavunda Ausaree, of Arooppocottah, a sum of Rupees 145 for making the articles referred to in the list marked A (herewith submitted). I find certain irregularities in his doing so, as shown below.

- I. The contractor is a party to a certain suit still pending before this Court.
- II. The estimated value of the articles agreed on has been paid to him in full.
- III. An unstamped Kararnamah has been taken from him for the said sum of Rupees 145 paid to him, instead of a legal document.
- IV. The value of the articles has been estimated at an exorbitant rate, considering the price current in the Madura Market.
- V. The ability of the contractor for making the articles which he undertook to supply was not ascertained before engaging him in the work; for he now states before me

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that he expressed his inability to make all the articles required; but that he was compelled to receive the money, and make them by any means.

VI. Advance has been made for several articles not required. A perusal of the list B (herewith submitted), will convince the Court that such of the articles in the list A as are written in red ink are not at all required.

3. The contractor agreed to supply the articles on the 30th June 1866, but failed to do so. The late Moonsiff, however, took no notice of it till the 14th August last, when he left this station. Immediately after I took charge of the Court, it was simply brought to my notice that the contractor failed to supply the articles within the time allowed. I also learnt, at the same time, that the contractor was a defendant in a certain suit pending before this Court. As the date fixed for hearing that suit was approaching, I thought I could then see and ask him personally about the articles; but a few days previous to the date of hearing, the contractor produced before me the articles entered in the enclosed list C. It was only on my inquiring of him, that I became aware of the irregularities above pointed out.

4. The articles produced by the contractor, as shown in the list C, are ugly, and are not worth the price he had received for them.

5. The Contractor does not appear to be one possessed of any money requisite for making the rest of the articles; but it seems to me that he will only supply them on procuring money. During the time when the Moonsiff was contemplating to do what was necessary in the above matter, the contractor's suit came on for hearing, when both parties agreeing to have the suit decided by oath, the date for the administering the oath was fixed, and every allowance made, lest the progress of the suit might be impeded. The suit was only disposed of to-day.

6. The Contractor, in his unstamped agreement, states that, should he fail to deliver the articles within the time appointed, he shall hold himself liable to the punishment and fine which the Court may inflict on him, and to the loss which may be occasioned thereby. The articles he has now produced are not of good quality, and the rest of the furniture, if made by him, will, likewise, be of the same nature, nor is he capable of completing the same soon; and, as above stated, some of the furniture is not required at all.

7. Under these circumstances, I consider it will be expedient to sue the said contractor, under Act XIII of 1859, for the said sum of Rupees 145. I shall abide by any order the Court may pass, on consideration of the foregoing circumstances.

(Signed) T. KANAGASABAI, MOODELLY,
Moonsiff.

A.

List of furniture to be made by the Contractor.

Number.	Description of articles.	Number of articles.	Value.	Remarks.
			Rs. A. P.	
1	Almirah...	1	20 0 0	
2	Boxes...	2	32 0 0	
3	Desks...	2	21 0 0	1 Desk not required.
4	Cash chest...	1	8 0 0	Not required.
5	Bar...	1	3 8 0	This is only intended for the prisoners, but has been ordered to be made instead of a witness box; it is, therefore, not required.
6	Lamps...	6	45 8 0	
7	Chairs...	3	15 0 0	Not required.
	Total...	16	145 0 0	

5th December 1866.

(Signed) T. KANAGASABAI MOODELLY,
Moonsiff.

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25th September 1867.

B.

List of furniture now at hand in the District Moonsiff's Court at Paramagoody.

Description of articles.	Number of articles.	Remarks.
Table (with drawers) for the Moonsiff's use. ...	1	This is an old one, and a new one is required.
Do. (without drawers) for the use of Vakeels.	2	A new one is not required.
Desks... ..	8	Three are in good condition, and the other five are very old.
Benches... ..	4	New ones not required.
Iron cash-chest... ..	1	
Boxes... ..	2	Very old and useless.
Chair... ..	1	
Almirahs.....	2	In these two almirahs, original and precept records are kept; another one is required for keeping articles of stationery.
Lamps... ..	6	New ones not required.

(Signed) T. KANAGASABAI MOODELLY,
Moonsiff.

5th December 1866.

C.

List of furniture produced by the Contractor.

Number.	Description of articles.	Number of articles.	Remarks.
1	Chairs.....	3	
2	Lamps... ..	4	Not required.

(Signed) T. KANAGASABAI MOODELLY,
Moonsiff.

5th December 1866.

No. 259. ORDER THEREON, 25th September 1867, No. 1542.

The Governor in Council does not consider it necessary that an action should be brought into the Small Cause Court at Madura for the recovery of the sum of Rupees 145 adverted to in the foregoing letter.

2. The Civil Judge will direct the District Moonsiff of Madura to call upon the Carpenter, who is stated to have taken the contract for the furniture required for the use of the Moonsiff's Court, to supply what is deficient according to the terms of his engagement with Rungachariar, and should the Moonsiff find, after allowing sufficient time, that the Carpenter is unable to fulfil his engagement, Mr. Thomas will obtain the orders of Government to write off the amount which may be irrecoverable.

(True Extract).

Chief Secretary.

To the Civil Judge of Madura.

Ed. J. H. Burns.

Memorandum

There is nothing to show
that the late Civil Judge had
placed the sum of Rs 193
(which is not a large sum) at
the disposal of Ranga:
: charges without first ascer-
: taining whether the sum
: was required. On
the contrary, pleading from the
fact submitted to him by the
High Court, the presumption
: is that full inquiry
must have been made
by the Civil Judge, or he would
not have been able to
specify

amount to recover the sum for which
it has yet been

Judicial DEPARTMENT.

No. 1997

From the Civil Judge of Madras

Dated 11th September 1867

FOR ORDERS.

The original error in this matter, was that of the late Civil Judge who ought not to have placed a large sum of money at the disposal of the ^{district} without having first ascertained from the collector, on what articles of furniture it was proposed to expend it. — But, as the District who then received the money, was long in the public service and ~~he~~ ought, if questioned, show that he considered these articles to be necessary, which the present District thinks are not wanted, I find no sufficient reason for permitting the Civil Judge Mr. Thomas, to bring a suit to recover the sum for as no equivalent furniture has yet been

Supplied.

The present Mr. Jeff should call on
the carpenter who is known to have taken
the contract for the furniture, to supply
what is deficient according to the terms
of his engagement with Ranganachari,
and if after allowing a proper period
for completing the job, the Mr. Jeff is
still dissatisfied, Mr. Thomas will
consider the propriety of issuing
orders to write off balance amount
may not be recoverable.

Ed. Jeff

W.D.

Judicial Department

PROCEEDINGS of the MADRAS GOVERNMENT.

Recd letter from the
Civil Judge of Madurai

/Dated 11 Sep. 1867 No. 209/

1856 Order. 25 Sept. 1867 No. 1542.

The Governor in Council
does not consider it ne-
cessary that an action
should be brought into
the Small Cause Court
at Madurai for the re-
covery of the sum of
Rs. 145 adverted to in the
foregoing letter.

2 The Civil Judge will
direct the District Commis-
sioner of Madurai to call
upon the carpenter, who
is stated to have taken
the contract for the
furniture

furniture required for the
use of the chooneiffie
house, to supply what is
deficient according to
the terms of his en-
gagement with Rungachariar,
& should the chooneiffie
find, after allowing suf-
ficient time, that the
carpenter is unable to
fulfil his engagement,
Mr Thomas will obtain
the order of Govern-
ment to write off the
amount which may be
irrecoverable.

For Civil Judge of Madras *deputy*
for