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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	<u>1409</u>	Press <u>Mis.</u>
Dated	<u>2-6-18</u>	<u>63</u>

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
2nd June 1863.*

No. 63. Read the following letter from Captain H. L. PRENDERGAST, R. E., Acting Superintendent Engineer, Fourth Division, to Colonel W. I. BIRDWOOD, R. E., Secretary to Government, Public Works Department, dated Madras, 22nd May 1863, No. 298 :—

SIR,

I have the honor to submit for the orders of Government, the accompanying papers from the District Engineer of Madras, requesting permission to sue one Sabapathy Mudali, a brick and tile Contractor, for the balance of an advance which has been outstanding against him for a considerable period.

2. From the papers furnished by Captain E. Moberly, it appears that Sabapathy Mudali contracted on the 19th January 1859 to supply within two and a half months five lacs of bricks, seven lacs of square tiles, and ten lacs of pan tiles for Barracks proposed to be built at Panamali. In September of the same year, he received an advance of Rupees 2,851-4-0, on his representing that he had stacked a large number of bricks and tiles, and immediately afterwards the work for which they were intended was stopped. On account of this advance materials have from time to time

Amount of advance.....	Rs.	A.	P.
	2,851	4	0
Value of materials.....	Rs.	A.	P.
already received...	1,624	4	8
Do. tiles proposed to be taken over..	411	12	9
Total to be deducted.....	2,036	1	5
Amount due to Government.....	815	2	7

been taken from the Contractor to the value of Rupees 1,624-4-8. It is also proposed to receive over from him tiles to the value of Rupees 411-12-9, which he states he has on hand, the balance of the advance due by him will therefore be Rupees 815-2-7; but as a set off against this sum he submits a claim of Rupees 1,025-0-6, on account of wages of Watchman, rent of land on which the bricks were stacked, materials lost and destroyed, &c., &c. I cannot, however, find anything in his agreement to warrant such a claim being brought forward.

On the other hand, I observe that, although the Contractor undertook to supply the whole of the materials contracted for by the end of March 1859, yet none were obtained from him, until long after the stipulated period, and that at the time he received the advance of which he has been called upon to refund a portion, not a single brick or tile had been burnt, tho' upwards of seven months had elapsed from the time his contract was executed.

3. Under these circumstances it appears to me that there are good grounds to warrant the Contractor being sued in a Court of Law for the recovery of the sum. Captain Moberly considers him to be indebted to Government; but whether there is reason to believe that the prosecution will be successful I cannot say, as the Government Pleader declines to give me his professional advice, without the sanction of Government being first obtained for the purpose.

No. 64.

ORDER THEREON, 2nd June 1863, No. 1,409.

Referred to the Government Pleader for his opinion.

(Signed) W. I. BIRDWOOD, Colonel, R. E.,
Secretary to Government.

No 1409.

Referred to the Governor
- and Pleader for his
opinion -

J. B.

Chepauv }
2nd June/63 }

To the Government Pleader With & Enclor: Recd^d 3rd June
x287

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Memo. of Govt. for a line
No. 298

Captain M. S. Henderson R.E.
A. F. Sup. G. - Eng. - S. D. -

To, Colonel M. J. Birdwood R.E.
Secretary to Govt. - P. W. D.

Dated 22nd
Recd. 23rd May 1863.
Enc. 8.

No. 298
N. 1199-12th June.
Submits papers from

the Acting District Engineer
of Madras asking permission
to sue one Subapathy Mudali
Brick and tile Contractor for
the recovery of the balance of
advance outstanding against
him and requests that the
Government Pleader may be
instructed to give his pro-
fessional advice as to whether
the prosecution against the
Contractor would be successful.

1863. 14.