

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.**Government of Madras.***Public Works* **DEPARTMENT.**

G.O. No. 1637	Press
548-549	Mis.
Dated 22-5-	1866.

Not to be folded or roughly handled

81-

Proceedings of the Madras Government, Public Works Department,
22nd May 1866.

No. 548. Read the following letter from the Superintending Engineer, 6th Division, to the Secretary to Government, Department Public Works, dated Tanjore, 7th May 1866, No. 30 :—

1. I have the honor to inform you with reference to the papers noted marginally,* that Contractor Soobien has filed a Suit against Mr. Assistant Engineer Brosnahan in the Kulitalay Additional Moonsiff's Court for a sum of Rupees 64, stated to be due for work executed on the 7th mile of the Madura road in 1863. The Plaintiff urges his claim under an order† from Mr. Brosnahan No. 45, dated 18th December 1863, in which he is promised 5½ Annas per cubic yard instead of 3½, if he supplies the gravel quickly from a certain tank. The Plaintiff claims the enhanced rate on 326½ cubic yards of gravel, of which 273 cubic yards had been delivered on the 13th December 1863, the date of Mr. Brosnahan's order, which, the latter states, it was understood was not to have retrospective effect, though this gravel appears to have been supplied from the pit near the 8th mile, from which the gravel at 5½ Annas per cubic yard was to be supplied, and on the condition that the work was to be executed at once as entered in the Takeed No. 45; from the 18th December 1863 to the 1st February 1864 only 33 heaps of gravel, measuring 1½ cubic yards each or 53½ cubic yards had been delivered out of 187 cubic yards, and owing to the excessive delay in the work the contract was taken from the Plaintiff, and he was paid for gravel delivered at the rate of 3½ Annas. With regard to the claim for digging 133½ cubic yards left in the quarry, Mr. Brosnahan denies that there was any gravel dug in the pit when the work was taken from the Plaintiff, and to this the Road Maistry will testify.
- * Endorsement No. 2,334 of 22nd September 1864, on petition to Government by Contractors Soobien, and Ramien.
Letter No. 1,506 of 29th September 1864, from Superintending Engineer to Secretary to Government.
Endorsement of 19th October 1864, No. 2,334.

† Translation enclosed.

2. On examining the cash book of 1862-63, it is found that previous to Mr. Brosnahan's assuming charge of the Range from the late Supervisor Vencata-ramiah, who is pensioned, Rupees 439-2-0 had been paid for jelly and gravel supplied for the 7th mile as follows :—

	RS.	A.	P.
Jan. 13th, Jelly 300 cubic yards at 4 Annas ...	75	0	0
Do. 24th do. 440 do. at 6 do. ...	165	0	0
April 13th, do. 120 cubic yards at 6 do. ...	45	0	0
Do. 30th, do. 26 do. at 6 do. ...	9	12	0
886	294	12	0
Do. 30th, gravel 660 do. at 3½ do. ..	144	6	0
	439	2	0

while the statement of materials collected and which Mr. Brosnahan checked was

Jelly 300 cubic yards at 4 Annas ...	75	0	0
Do. 286 do. at 6 do. ...	107	4	0
Gravel 200 do. at 3½ do. ...	43	12	0
	226	0	0

*Proceedings of the Madras Government, Public Works Department,
22nd May 1866.*

so that the Contractor actually received Rupees 213-2-0 on this very mile in excess of work done, from the late Supervisor Vencataramiah, whose creature he is said to be, and by whom he is said to be instigated in bringing forward this claim, which nobody knows better than himself is a fraudulent one.

3. No proper contract appears to have been entered into by the late Supervisor Vencataramiah with the Plaintiff, and it is difficult, therefore, to know how to reply to the plaint. A reply is, however, enclosed, and I beg you will inform me at an early date whether Government will undertake the defence or whether it is to be left to Mr. Brosnahan. It is, I am told, only one of a series of Suits which will be brought against Mr. Brosnahan if the Plaintiff is successful in this case, and though Mr. Brosnahan asked to be permitted to undertake its defence on his own responsibility, I have declined to permit him to do so pending a reference to Government.

No. 549. ORDER THEREON, 22nd May 1866, No. 1,637.

CIVIL WORKS, No. 74.

The Government authorize the defence of the Suit referred to in this letter at the public expense in the first instance, but they will reserve their decision on the question as to whether the cost and damages, if any be awarded against the Department, shall be ultimately borne by the State until the result of the Suit has been duly reported to them.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 6th Division, with four Enclosures.
.. Controller of Public Works Accounts.

Exd. S. T. Augustin.

No 30

Supp. Eng. Office 6th Div.
London 7 May 1866
P3-

From,

Captain R. F. Barker R.E.

Sup. Engineer 6th Div.

To, Colonel C. A. Orr R.E.

Secretary to Government
D. P. W.

I have the honour to inform you with reference to the papers noted marginally, that Contractor

Endorsement No 2334 of 22 September/64, on Petition to Government by Contractor Sobien and Ramson.

Letter No 1506 of 29th September/64 from Superintending Engineer to Secretary to Government.

Endorsement of 19th October/64. No 2334.

Sobien has filed a suit against Mr. Assistant Engineer Brosnahan in the

Subitally Additional Mootiff Court for a sum of Rupees 64.0.0 stated to be due for work executed on the 7th mile of the Madras Road in 1863.

The

The Plaintiff urges his claim under an order from Mr. Brosnahan No 45 dated 18th December/63 in which he is promised $5\frac{1}{2}$ annas per cubic yard instead of $3\frac{1}{2}$ if he supplies the gravel quickly from a certain tank. The Plaintiff claims the enhanced rate on $326\frac{1}{2}$ cubic yards of gravel of which 273 cubic yards had been delivered on the 18th December 1863 the date of Mr. Brosnahan's order, which the latter states, it was understood was not to have retrospective effect, though this gravel appears to have been supplied from the pit near the 8th mile from which the gravel at $5\frac{1}{2}$ annas per cubic yard was to be supplied and on the condition that the work was to be executed at once as entered in the Sakad No 45: from the 18th December/63 to the 1st February/64 only

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Translation
enclosed.

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only 33 heaps of gravel measuring $1\frac{1}{2}$ cubic yards each or $53\frac{1}{2}$ cubic yards had been delivered out of 187 cubic yards, owing to the excessive delay in the work the contract was taken from the Plaintiff & he was paid for gravel delivered at the rate of $3\frac{1}{2}$ annas. With regard to the claim for digging $133\frac{1}{2}$ cubic yards left in the Quarry, Mr. Brosnahan denies that there was any gravel dug in the pit when the work was taken from the Plaintiff and to this the Road Maistry will testify.

Extract
enclosed

2. On Examining the Cash Book of 62-63, it is found that previous to Mr. Brosnahan's assuming charge of the Range from the late Supervisor Venkataraniak. who is pensioned, Rs 439.2.8 had been paid for jelly and gravel supplied for the 7th mile as follows.

January 13th Jelly 800 cys at 4 annas 75
— 24 — 440 — 6 — 165
240

April 13th Jilly 120 cys at 6 as 45
30 " 26 " 6 " 9 12
886 294 12 11
30 gravel 660 " at 3 1/2 " 144 6
439 23

While the statement of materials collected and which Mr. Brosnahan checked was

Jilly 300 cubic yards at 4 as 75
286 " at 6 as 107 4
gravel 200 " at 3 1/2 " 43 12
226

So that the Contractor actually received Rs 213-2-0 on this very mile in excess of work done from the late Supervisor Venkataraniak whose creature he is said to be & by whom he is said to be instigated in bringing forward this claim which nobody knows better than himself is a fraudulent one

3. No proper Contract appears to have been entered into by the late Supervisor Venkataraniak with the Plaintiff

Plaintiff and it is difficult, therefore, to know to reply to the Plaintiff. A reply is, however, enclosed and I beg you will inform me at an early date whether Government will undertake the defence or whether it is to be left to Mr. Brosnahan. It is, I am told, only one of a series of suits which will be brought against Mr. Brosnahan if the Plaintiff is successful in this case & though Mr. Brosnahan asked to be permitted to undertake its defence on his own responsibility, I have declined to permit him to do so pending a reference to Government.

I have the honor to be
Sir,
Your most Obedt Servt
H. P. S. S. Captain R. S.
Sup Engineer B. D. S.

Civil Works

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Public Works Department.

1637

1637

PROCEEDINGS of the MADRAS GOVERNMENT

Under date the 22nd May 1866

Read the following

From the Superintending Engineer
of the 6th Division

(Here enter No. 30 dated 7th May 1866.)

The Government,
authorize the defence of the
suit referred to in this letter
in the first instance, but
at the public expense. And
they will reserve their decision
on the question as to whether
cost and damages if any be awarded
the plaintiff shall be met
- ultimately borne by the
State, until the result of
the suit has been duly
reported to them.

to award against
a def

To The Engineer & District Engineer
Controller
20
23rd May

W. B.

21/6/59 May 1866

21/6/59 May 1866

21/6/59 May 1866

Referring that a Clerk
has been placed by the late
Government of the Madras
Presidency in the 6th Division
Court, against the
Government for the
cost of the 6th Division
Court.

Dated 29th May 1866
Received 11th May 1866
Enclosed
The Secretary to
Government
D. S. S.
J. H. S.
D. S. S.
D. S. S.

P. IV. 1860. Department.

Proc. of Govt for May
No. 1637.

PROCEEDINGS OF GOVERNMENT. of Madras.

Dated 22nd May 1866

21/5/66

The defence of
suit instituted against
An Assistant Engineer
Brockham, authorized
at the public expense for.

A540 549.

2. 16th May 1866