M.R.O. 1—77,006—8-6-37.

(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. 452 Press ~~Mis.~~

148-49

Dated 9. 2 1870.

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department, 9th February 1870.

No. 148. Read the following letter from the Acting Superintending Engineer, 4th Division, to the Secretary to Government, Public Works Department, dated Madras, 28th January 1870, No. 5,303:—

Dated 17th January 1870.

I HAVE the honour to report that Mr. Lowry, Assistant Engineer, Chembrumbaukum Tank Project, Madras, has brought to my notice that a letter from a firm of Solicitors, Messrs. Branson and Grant, copy enclosed, has been forwarded to him calling upon him to pay on behalf of their clients, Messrs. Ramasawmy Moodelly and Co., the sum of Rupees 6,256 for work done and damages sustained on the Chembrumbaukum Tank, and threatening him with legal proceedings. He requests to know whether he may defend a suit if brought against him, and also whether he may bring an action against these parties for cheating.

2. On the 21st December last Mr. Lowry reported that these contractors, calling themselves Ramasawmy Moodelly and Co., had been heaping up the edges, ridges, and interior mounds of excavated pits with the view of causing deception, and thereby having the measurements taken in their favour in excess of the actual quantity dug. I referred the case to the Government Solicitor, who forwarded it to the Advocate-General for his opinion, and I enclose their replies. Mr. Mayne for Mr. Norton states that the acts are indictable as attempts to cheat, but he could not decide from the letter whether they are punishable or not.

No. 29, dated 17th January 1870, with Opinion dated 17th idem.

3. In the meanwhile the contractors complained to me and submitted a petition which I endorsed to the effect that I required to see the Contract, and that Mr. Lowry was the officer employed by Government to measure the pits and see that they were paid according to the proper quantity of excavation.

4. Their complaint consists of five heads—

1*st.*—That, owing to delay in measuring their work from April to August, a loss of 1,000 rupees was sustained from the rains washing in soil and filling the pits.

2*nd.*—That, owing to the stoppage of work summarily in April, advances made by them to coolies, aggregating the sum of Rupees 1,800, were never recovered.

3*rd.*—That Mr. Lowry put his own men on their work to complete it, whereby the coolies cut away the bund and caused a loss to the petitioners of 300 rupees.

4*th.*—That on the 21st December Mr. Lowry took away their Contract without warning, whereby advances made by them, amounting to Rupees 500, were never recovered; and that work still remains unmeasured valued at Rupees 2,056, and that Rupees 600 deposited by them is still in Mr. Lowry's hands.

5*th.*—Their Solicitors, therefore, demand the aggregate of these sums, Rupees 1,000, Rupees 1,800, Rupees 300, Rupees 500, Rupees 2,056, and Rupees 600, making a total of Rupees 6,256.

6*th.*—Mr. Lowry's answer and letter to me are enclosed. He allows having stopped the work and taken away the Contract owing to the contractors' fraudulent proceedings, which he requests may be made the subject of an action against them with the permission of Government.

No. 126, dated 24th January 1870.
,, 134, ,, 25th ,, ,,

He also admits the stoppage of work in April after repeated warnings, owing to the earth being thrown up without watering and contrary to the terms of the contract which he made with them; and he further allows that nearly 300 rupees were spent in removing and re-placing the bad work done by the contractors. Owing to the manipulation of the pits his subordinates were deceived and could not measure the cubic contents properly. Mr. Lowry, however, has been ready to do so himself as soon as a contractor presented himself, and he allows that about 2,000 rupees are due.

No. 149. ORDER THEREON, 9th February 1870, No. 452.

ESTABLISHMENT, No. 14.

THE Government authorize the defence, if necessary, of the suit which M. Ramasawmy Moodelly and Co., contractors for earth-work on the Chembrumbaukum Tank have, through their Solicitors, threatened to bring against Mr. Lowry, the Assistant Engineer in charge.

2. The Assistant Engineer considers that about 2,000 rupees out of Rupees 6,256 claimed by the contractors are due to them. Mr. Lowry has, it appears, postponed the measurements necessary for ascertaining the exact value of the work done but not yet paid for, until the contractors should be present to see the measurements taken. It will now be necessary to prepare a complete and accurate statement of the whole of the work done, and an offer should then be made to M. Ramasawmy Moodelly and Co. of the balance which may be found to be due to them. Should this offer be refused, and should legal proceedings be taken by them, the amount ascertained to be due should be paid into Court.

3. The Superintending Engineer should, in the event of legal proceedings being instituted, furnish the Government Solicitor with the Contract under which M. Ramasawmy Moodelly and Co. have been working, and care should be taken that only such claims as can be shown to be untenable or inequitable are resisted.

4. As at present informed the Government do not think that it would be advisable to prosecute the contractors for cheating.

(True Extract.)

Major, R. E.,
Acting Joint Secretary to Government.

To the Superintending Engineer, 4th Divisi

Exd. A. S. Rodgers.

work done by the Contractors. Owing to the manipulation of the pits, his Subordinates were deceived and could not measure the cubic contents properly, Mr. Lowry however has been ready to do so himself as soon as a Contractor presented himself, and he allows that about 2000 Rupees are due.

I have the honor to be
Sir
Your Most Obedient Servt
H Lewin Lt Col RE
Ag Supg Engr 4th Divn

No 5303.

Superintending Engineer
Fifth Division
Madras 28th January
1870.

From
Lieutenant Colonel J. Blan R.E.
Acting Superintending Engineer
4th Division

To Colonel A. E. & Or. R.E.
Secretary to Government M.D.

Sir,

I have the honour to transmit for
favour of Mr Lowry Assistant Engineer &
Chembrambaukum Tank Project
a letter from Messrs Ramsamy Mudr & Co
Madras requesting to be allowed
to bring an action against Messrs Ramsamy Mudr & Co
for certain
alleged grounds, copy enclosed, has
been forwarded to him calling upon
him to pay on behalf of their claim,
Messrs Ramsamy Moodely & Co
the sum of Rupees 6256 for work done
and damages sustained on the Chem
brambaukum Tank, and threatening
him

No 148

Pro 452 - 9th Feby 1870.

him with legal proceedings. He requests to know whether he may defend a suit if brought against him, and also whether he may bring an action against these parties for cheating.

2. On the 21st December last Mr Lowry reported that these Contractors, calling themselves Ramasawmy Moodely & Co, had been heaping up the edges, ridges, and interior mounds of excavated pits, with the view of causing deception and thereby having the measurements taken in their favour in excess of the actual quantity dug. I referred the case to the Government Solicitor, who forwarded it to the Advocate General for his opinion, and I enclose their replies. Mr Wayne for Mr Ralton states that the acts are indictable as attempts to cheat; but he could not decide from the letter whether they are punishable or not.

No 29 dated 17 January 87
with opinion dated 17 Idem

3. In the meanwhile the Contractors

V

Contractors complained to me and submitted a petition which I endorsed to the effect that I required to see the Contract, and that Mr Lowry was the officer employed by Government to measure the pits and see that they were paid according to the proper quantity of excavation.

4. Their complaint consists of five heads.

1st that owing to delay in measuring their work from April to August, a loss of 1000 Rupees was sustained from the rains washing in soil and filling the pits

2nd that owing to the stoppage of work summarily in April, advances made by them to Coolies aggregating the sum of Rupees 1800 were never recovered.

3d that Mr Lowry put his own men on their work to complete it, whereby the coolies cut away the bund and caused loss to the petitioners of 300 Rupees.

4th that on the 21st December Mr Lowry took away their Contract without warning whereby advances made by them amounting

to

to Rupees 500 were never recovered - and

5th That work still remains unmeasured valued at Rupees 2056, and that Rupees 600 deposited by them is still in Mr Lowry's hands.

5th Their Solicitors therefore demand the aggregate of these sums, Rupees 1000, Rupees 1800, Rupees 300, Rupees 500, Rupees 2056, and Rupees 600, making a total of Rupees 6256.

6th Mr Lowry's answer and letter to me are enclosed. He allows having stopped the work and taken away the Contract, owing to the Contractors' fraudulent proceedings which he requests may be made the subject of an action against them with the permission of Government. He also admits the stoppage of work in April after repeated warnings, owing to the earth being thrown up without watering and contrary to the terms of the Contract which he made with them, and he further allows that nearly 300 Rupees were spent in removing and replacing the bad

work

No 126 dated 24 January 1870
No 134 dated 25 January 1870

P. W. Department.

No 452/452 Gr

Proceedings of the Madras Government

Under date the 9 February 1870

Read the following

From. The Ag. Superintg. Engineer 4th Division } M. E. No 5303 of 28 January 1870

The Government

authorize the deferring of necessary, of the suit which M Ramasawmy Moodelly & Co., contractors for earthwork on the Chembrumbaukum Tank, have through their Solicitors, threatened to bring against Mr Lowry, the Assistant Engr in charge.

The Asstt Engr considers that about 2000 Rs out of Rs 6256 claimed by the Contractors, are due to

to them - Mr Lowry
has, it appears, postponed
the measurements necessary
for ascertaining the exact
value of the work done
but not yet paid for, until
the Contractors should be
present to see the measure
ments taken - It will
now be necessary to prepare
a complete and accurate
Statement of the whole of the
work done, and an offer
should then be made to
M Ramasawmy Moodelly Mo
of the balance which may
be found to be due to them -
Should this Offer be refused
and should legal pro-
ceedings be taken by them,
the amount ascertained to

be due should be paid into
Court -

The S. Engr should, in
the event of legal proceed-
ings being instituted, fur-
nish the Govt Solicitor
with the Contract under
which M Ramasawmy
Moodelly Mo have been
working, and care should
be taken that only such
claims, as can be shown
to be untenable or iniq-
uitable, are resisted -

As at present in-
formed, the Govt do not
think that it would be
advisable to prosecute
the Contractors for cheating

34/4/70

To the S Engr & Surveyor
five enclosures

Desp 15/2/70.

Cue 381

Govt. of Madras.

PUBLIC WORKS.

To

The Superintending Engineer
4th Division

Dated

Recd.

G. O., 9th Feby 1870, No. 452.

Nos. 1148-149

Suit Permission sought for the defence, if necessary, of the suit which Mr. Ramasamy Mudaly &c., contractors for Earth-work on the Chembrambakam Tank, have, thro' their Solicitor, threatened to bring against Mr. Lowry, the Asst. Engr. in charge.