

(1) Number of pages 12(2) Date of repair 12-1-1870

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public works. DEPARTMENT.

G.O. No. 2552.	Press
375-376	Mis.
Dated 26. 10. 1870.	

Not to be folded or roughly handled

11

*Proceedings of the Madras Government, Public Works Department,
26th October 1870.*

No. 375. Read the following letter from the Acting Superintending Engineer, 1st Division, to the Secretary to Government, Public Works Department, dated Dowlaishweram, 14th September 1870, No. 2,059.—

In forwarding copy of a letter from the Officer in charge of No. 6 Range, Godavery District, together with documents as per margin, I have the honour
Enclosures 4
to request you will be good enough to submit the case for the opinion of the Government Solicitor, with a view to permission being obtained for our defending the action.

2. The draft Contract Bond was sent into this Office by Mr. Hannan, and as it contained the necessary provisions, that the Contractor would give security for its due performance, and that the work could at any time be taken out of his hands by the Range Officer on its being disapproved of, I approved of it. The contract, though never executed on stamped paper, is still held to be binding, and if so, its conditions must be the same. The Contractor has never given any security, and he failed so utterly in carrying out the work in the time allowed, Mr. Hannan took it away from him, and has since executed it by departmental agency, having repeatedly offered to pay the Contractor the full value of the work done by him.

3. After months of delay the man has filed this suit, and I consider his claim should be resisted as far as possible, so as to make an example of him. These kind of people are coming forward now-a-days in this district, and will take any contract with the intention of doing as little actual work as they possibly can, and that only when they please, and as they please; and in the event of any interference with their proceedings, they first petition the Government generally, and if unsuccessful in this, they go to law, trusting to the chance of gaining their point in this manner. I have, therefore, determined to give no contracts in future unless we can be protected better than we are at present

No. 376. ORDER THEREON, 26th October 1870, No. 2,552.

ESTABLISHMENT No. 28.

UNDER the circumstances brought to notice in this letter His Excellency the Governor in Council authorizes the suit referred to being in the first instance defended at the public expense, the question as to whether the charges shall be ultimately borne by the State or by the defendants being reserved for after decision.

2. Adverting to paragraph 2 the attention of the Superintending Engineer will be drawn to the orders contained in Proceedings, No. 245, dated 27th January 1869, from which he will observe that the power of entering into contracts for the execution of public works is vested solely in Superintending Engineers and not in Executive Engineers, and that deeds of such contracts should invariably be drawn up in the name of the Secretary of State for India and be signed as well

Proceedings of the Madras Government, Public Works Department,
26th October 1870.

as sealed and delivered by each party executing them in the presence of witnesses. Moreover, a deed of agreement to which the Government is a party, need not, under the Stamp Act, be drawn out on stamped paper.

(True Extract)

Colonel, R.E.,
Secretary to Government.

To the Acting Superintending Engineer, 1st Division,
,, Controller of Public Works Accounts.

Exd. S. T. Augustin.

Sum of the sum due to Contractor C. Annadason for work done by him on the road from Samuletta to Bendapoor.

Particulars	Amount
30,128- ² / ₈ Cost of Earth Work done on road exclusive of levelling road & making slopes at 0-1-0 per Cu. - ¹ / ₄ Anna per Cu. being deducted from the estimate rate of 0-1-3 which promises for levelling & slopes	1883- ⁷ / ₈
8 Miles Clearing Jungle between Samuletta and Bendapoor @ Rs. 148-5-9 for 20 ¹ / ₂ miles allowed in the estimate	57-16-4
86 ⁴⁹ / ₅₇ - Cost of Roughstone in Churnam work done in No 1 Bridge @ 4 Rs per Cu.	347-10-1
15 ¹ / ₂ - Cost of Roughstone packing @ 1-8-0 per Cu.	23-4-0
	370-14-1
Debit Value of materials supplied by Contractor as per accompanying list	99-5-1
	271-9-0
320 - Cost of Earth Work done in excavating foundations of No 1 & 2 Bridges @ 0-1-3 per Cu.	25-0-0
Amount of fine imposed on the Contractor for cutting crops on Government lands, the same being promised to be repaid him	50-0-0
Total Rs	2287-7-1

H. Annadason
Assistant Engineer

Inns. showing the sum due by Contractor C. Annand
 204 000 for materials supplied them

Particulars	Rough stone		Limé	
	at Rapun Quarry	at side of Road	at Rapun	
	Crs	Crs	same	
Supplied to Contractor as per h.s. receipt	389	36	15 1/4	
Debit quantity taken back from the above & used on other works As per Oversee Mr. Sticking Account dated 15 April & credited in the Range Cash Bk on the 2 May 1878	608	"	"	{ 27 1/8 Crs Carried by Annand as 2000 from Quarry to Bridge
Do Do Mr. Walford & Co. do dated 29 April credited on 2 Do	13	"	2 1/4	{ * Carried by Annand from 8000 per Cr to 2 Bridge
Do Do dated 23 May & credited on the 28 Do	83 1/2			
Do Do Mr. Wilkins - Do June & credited in Do on the 12 Do	12			
Limé to No 2 Bridge Contractor C. Ventataras as per entry in the station book for April 1878 Collected by Annand as 2000	"	35 3/4	5 8/43	* Do Do
	168 5/8	35 3/4	7 19/43	
Balance Against Contractor Annand as 2000	220 3/8	1/4	7 35/43	
Amount due by Contractor			Amount	
220 3/8 Crs of Rough stone @ 0.30 per Cr			66-5-1	
1/4 Do Do @ 0.80 per Cr			" - 2-0	
7 35/43 Crs of limé @ 12.00 per Cr			93-12-3	
			135 3-4	
Debit amount paid by Annand as 2000 for Carrying materials as shown in the above list				
27 1/8 Crs of Rough stone @ 0.80 per Cr	13-9-0			
7 1/4 Crs of limé @ 3.00 per Cr	22-5-3		35-14-3	
Due by Contractor			99-5-1	

Annand

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Amount due by Contractor			Amount	
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1/4 Do Do @ 8.00 per Cr			" - 2-0	
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			135 3-4	
Debit amount paid by Annand as 2000 for Carrying materials as shown in the above list				
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7 19/43 Crs of limé @ 3.00 per Cr	22-5-3		35-14-3	
Due by Contractor			99-5-1	

Annand

N^o 238

Assistant Engr^l. Office
Samuliotla
8th September 1870.

From

The Assistant Engineer
In charge N^o 6 Range Godavery

To

The Supg. Engineer
1st Division

Sir!

I have the honor to forward
herewith, a copy of the plaint lodged, in
Principal Sudder Ameen's court by the
late Bendapoddy road contractors together
with a draft statement which I propose
to lodge in defence and to request that you
will lay the matter before the Government
Solicitor in Madras with a view to his
drawing up such a defence as he may
think proper in case he should approve
of the one now submitted)

2 Papers as per margin connected with the
case are herewith forwarded.

I have the honor to

(Signed) J Hannon.
Assistant Engineer
(True Copy)

Mrs: H. Hannon Major R.S.
Acting Supg. Engineer 1st Div.

Copy of draft agreement
of memo showing the
sum due by contractors
to of D: - Geo. Blackwell

No 2059

Supernumerary
Dowlaishurum 14 September 1870.

From

Major J. H. Lichen R.E.
As Superintending Engineer 1st Div

To

Colonel C. A. Orr R.E.
Secretary to Government P. W. 296
Madras.

Sir,

In forwarding copy of a letter from the
Officer in charge of No 6 Range Godavery District
together with documents as per margin, I have the
honour to request you will be good enough to sub-
mit the case for the opinion of the Government
Solicitor with a view to permission being obtained
for our defending the action.

The draft contract bond was sent into
this Office by Mr. Wainman, and as it contained the
necessary provisions, that the Contractor would
give security for its due performance, and that
the work could at any time be taken out of his
hands by the Range Officer on its being disapproved
of

Mr 345/77
Enclosed in letter
No 2059 dated 14/9/70
from the Asst
Superintending
Engineer 1st Division
to the Secretary
Govt of Madras

of, I approved of the Contract though never executed on stamped paper, is still held to be binding and if so, its conditions must be the same, the contractor has never given any security and he failed so utterly in carrying out the work in the time allowed, Mr. Hannan took it away from him and has since executed it by departmental agency, having repeatedly offered to pay the Contractor the full value of the work done by him.

3. After months of delay, the man has filed this suit, and I consider his claim should be resisted as far as possible, so as to make an example of him - these kind of people are coming forward now a days in this District and will take any Contract with the intention of doing as little actual work as they possibly can, and that only, when they please and as they please, and in the event of any interference with their proceedings, they first petition the Government generally, and if unsuccessful in this, they go to law, trusting to the chance of gaining their point in this manner, I have therefore determined to give no contracts in future

future, unless we can be protected better than we are at present.

I have the honor to be
Sir

Your Most Obedt Servt

Wm F. Trevelyan. Major R.E.

Acting Superintending Engineer

110-255-2

No 253-2
Proceedings of the Standard Improvement
Society
Under-date the 26 ~~September~~ 1870
Read the following

From the Sup^r Engineer
of the 1st Div (H. E. No 2059 of 14th Sept 1870)

Under the circum-
stances brought to notice
in the letter this Excellency
the Governor in Council
authorizes the suit referred
to being in the first
instance defended at the
public expense, the ques-
tion as to whether the
charges shall be ulti-
mately borne by the
State or by the defend-
ant being reserved for
after decision.

Adverting to para 2

Mr 1870 March
 O. & P. S. A. Director
 Smithsonian Institution
 Washington D. C.
 The Superintendent
 Engineering Division
 of the Secretary to the
 Government D. C.

Madras.
Dated 14th September
Received 22 — } 1870
Queto Torres

[illegible]

Civil Rights Reg. 22
Amended by Order 26 July 1970

1835

the attention of the Supg
Engineer will be drawn
to the orders contained
in Proceedings No. 245
dated 27th January 1869.
from which he will
observe that the power
of entering into contracts
for the execution of
Public Works is vested
solely in Supg Engineers
and not in Executive
Engineers and that deeds
of such contracts should
invariably be drawn
up in the name of the
Secretary of State for India
and be signed as well
as sealed and delivered
by each party executing
them in the presence
of

of witnesses. Moreover
a deed of agreement to
which the Govt is a party,
need not, under the
Stamp Act, be drawn
on stamped paper.

Alb

The Supg Engrs, Secy
- Conts of P. W. Accounts

Desp 27/10/70

2
Or 3757
Govt. of 1870 Madras

PUBLIC WORKS.

To The Asst. Superintending Engrs
1st Division

Very urgent

Dated

Recd

14

G.O. 26th Oct. 1870 A 255-2

Nos. 375 & 376

Sub. Passing orders on a letter from
the Insp. Engr. of the D. W. requesting
permission to defend the suit
brought against Mr. Asst. Engr.
Gunnar by a Contractor.