

(1) Number of pages 15

(2) Date of repair 13-11-1971

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public works **DEPARTMENT.**

G.O. No. 537	Press ~~Mis.~~
483-84	
Dated 24	2 1871

Not to be folded or roughly handled

18

*Proceedings of the Madras Government, Public Works Department,
24th February 1871.*

No. 483. Read the following letter from the Superintending Engineer, 3rd Division —

(Here enter No 2,326, dated 11th February 1871)

No 484. ORDER THEREON, 24th February 1871, No 537

ESTABLISHMENT, No. 35

It appears from these papers that during the incumbency of the late Mr. Assistant Engineer Gorman, who was

in charge of the Cuddapah Range, Contractor Sooriah was authorized in February 1869 to proceed with the preparation of materials for the construction of a Talook Cutcherry at Pulivendla, but that no contract deed was executed nor were the necessary plans and estimates prepared. In July 1869, when Mr Supervisor Lewis held temporary charge of the Cuddapah Range on Mr. Gorman's death, Sooriah received instructions to stop work, and on Mr O'Ratigan succeeding to the charge of that Range, he directed the Overseer of the Pulivendla Talook, in an order dated 23rd September 1869, to prepare a bill for the value of work performed by the Contractor.

2 In the following month and in November Mr. O'Ratigan inspected the materials supplied by Sooriah, and as some of the bricks were very inferior and the rates proposed* to be charged excessive, he informed the Overseer and the Contractor that, before the claims of the latter could be adjusted, the value of the bricks condemned should be deducted and a reduction made in the rates.

* Rupees 6 per 1,000 bricks and 10 Annas per parah of chunam, while the prevailing rates were Rupees 4½ in the former and 5½ Annas in the latter case

3. On the 22nd November 1869, the Overseer submitted two bills of Rupees 1,840 and 379-2-0, respectively, but as no deduction had been made for rejected bricks and the rates had not been reduced, Mr. O'Ratigan declined to pass the bills for payment.

4. In March 1870, Mr. O'Ratigan again inspected the materials, but found that the bricks which he had refused to accept had not been removed. The Contractor was present on the occasion of this inspection, and having shortly after reported that he had removed the bad bricks, the Overseer was called upon to prepare a revised bill. The bill submitted in pursuance of these instructions amounted to Rupees 2,201-2-0, or Rupees 18 less than the amount originally claimed, but no alteration having been made in the rates and the value of all the inferior bricks not having been deducted, Mr. O'Ratigan objected even to this revised bill.

5. In October 1870, the Superintending Engineer inspected the materials in company with the Range Officer and the Contractor, and in pointing out to the latter that no regular contract had been entered into with him, Colonel Moberly informed him that if he desired a settlement of his claims he should consent to the fair terms proposed by Mr. O'Ratigan. Declining to accede to these terms the Contractor has instituted a suit against the Range Officer for the recovery of Rupees 2,572-13-2, which includes interest on the amount of the bill of Rupees

Unlabeled

Proceedings of the Madras Government, Public Works Department,
24th February 1871

2,201-2-0 above referred to, and the value of certain other work which the Range Officer has refused to admit

6 The responsibility of neglecting to enter into a regular contract with the plaintiff rests entirely with the late Mr. Gorman, but, under the circumstances reported, the Government authorize the suit being in the first instance defended at the public expense.

(True Extract)

Colonel, R E,
Secretary to Government

To the Superintending Engineer, 3rd Division, with original Enclosures
,, Controller of Public Works Accounts

Exd S T Augustin.

No. 2526.

Superintending Engineer's Office.

3rd Division.

Bellary 13th March 1871

From,

The Superintending Engineer

3rd Division.

To,

The Secretary to Government

Public Works Department

Fort Saint George

Enclosures. X

Sir,

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above mentioned work, and in reply to inform you that the same has been forwarded to the Controller of Public Works Accounts for his consideration. I am, Sir, very respectfully,
Yours obedient servant,
The Superintending Engineer,
3rd Division.

X Remanded to the Controller of Public Works Accounts with original enclosures

2. The Government, under
the plaintiff's management
regularly contract with the
in charge of the
for the time being of the
of materials and a small
quantity of supplies as
facts of the case will show. The
Cuddalore, and the
Mr. Fortigon is not
fairly with the plaintiff and
now that he has been used on
behalf of the Government. Con-
sider the depositions, prepared
by the plaintiff's agent to be
produced in court.

3. Had hopes of the matter
being amicably settled after I had
pointed out to the plaintiff where
at Cuddalore now there are no
parties. I am a friend of the
than to the extent of the
ascertained as actual
document of the good materials
but the moment my back was
turned, the plaintiff's thought

they would do better by filing
this suit.

4. I request the early order
of the Government and the return
of the whole of the enclosed
papers as the case has been
listed for hearing on the 8th
March 1871

I am, Sir,
Yours most obedt. Servant,
J. R. M. M. M. M. M.

W. H. M. M. M. M. M.
J. R. M. M. M. M. M.

1537

Proceedings of the Madras Government.
Under date the 23rd Feb 1877.

Read the following
From the Engr 3rd Div. N^o. 2326 of 11th Feb/77.

It appears from these papers that during the incumbency of the late Mr. Assistant Engineer Gorman, who was in charge of the Buddapah Range, Contractor Soreek was authorized in February 1877 to proceed with the preparation of materials for the construction of a Talook fatchery at Pulivendla, but that no contract deed was executed nor were the necessary plans and

18th Feb 1877
From,
The Superintending Engineer
3rd Division.

To,
The Secretary to Government.
Public Works Department.
Fort Saint George.

No. 2326
Dated 18th Feb 1877
Received
Recd 23

Approved by the
to the Secy to Govt.
Approved by the Secy to Govt.
in the. Secy to Govt.
Secy to Govt.
No. 533. 23rd Feb 1877

10483

20 Feb 1877 A.M. 2.10

62-20-247-1-12-19

estimates prepared. In July 1869, when Mr. Supervisor Lewis held temporary charge of the Liddsah Range, on Mr. German's death, Sooriah received instructions to stop work, and on Mr. O'Ratigan succeeding to the charge of that Range, he directed the Overseers of the Palivensla balook, in an order dated 23rd Sep/69, to prepare a bill for the value of work performed by the Contractor.

In the following month and in November Mr. O'Ratigan inspected the materials supplied by Sooriah, and as some

* He b per m bricks, and so a m per for m of Chumam while the prevailing rates were Rs. 4/6 and 5/6 annas in the latter case.

of the bricks were very inferior and the rates proposed to be charged excessive, he instructed the Overseer and the Contractor that before the closing of the latter could be adjusted, the value of the bricks condemned should be deducted and a reduction made in the rates.

On the 22nd Nov/69, the Overseer submitted two Bills of Rs 1840 and 579-2 respectively, but as no deduction had been made for rejected bricks and the rates had not been reduced, Mr. O'Ratigan declined to pass the Bills for payment.

Ms. A. 9. 2. 105

In March 1890,
Mr. O'Ratigan again in-
spected the materials, but
found that the bricks
which he had refused to ac-
cept had not been removed.
The Contractor was present
on the occasion of this
inspection, and having
shortly after reported that
he had removed the bad
bricks, the Overseer was
called upon to prepare a
revised Bill. The Bill
submitted in pursuance
of these instructions amounted
to Rs. 2201-2, or Rs. 18 less
than the amount originally
claimed, but no alteration
having been made in

the rates and the value of all
the inferior bricks not having
been deducted, Mr. O'Ratigan
signed a revised
Bill.

In October 1890, the
Superintendent inspected the
materials in company
with the Range Officer and
the Contractor, and in point-
ing out to the latter that
no regular contract had
been entered into with
him, Col. Mauley informed
him that if he desired a
settlement of his claims he
should consent to the fair
terms proposed by Mr.
O'Ratigan. Declining to
accede to these terms
the

the Contractor has instituted
a suit against the Range
Officer for the recovery of
Rs. 2542-13-2, which in-
cludes interest on the
amount of the Bill of
Rs. 2201-2 above referred
to and the value of cer-
tain other work which
the Range Officer has re-
fused to admit.

The responsibility
of neglecting to enter into
a regular contract with
the Plaintiff rests entirely
with the late Mr. Laxman,
but under the circumstances
reported, the Govt.
authorize the suit being
in

in the first instance de-
fended at the public ex-
pense.

W. H.

To
S. Rang & Co. with original
Controllee

Dec 24/71

155

11/16
 11/17
 11/18
 11/19
 11/20
 11/21
 11/22
 11/23
 11/24
 11/25
 11/26
 11/27
 11/28
 11/29
 11/30
 12/1
 12/2
 12/3
 12/4
 12/5
 12/6
 12/7
 12/8
 12/9
 12/10
 12/11
 12/12
 12/13
 12/14
 12/15
 12/16
 12/17
 12/18
 12/19
 12/20
 12/21
 12/22
 12/23
 12/24
 12/25
 12/26
 12/27
 12/28
 12/29
 12/30
 12/31

620 Feb 7/71 D. 212C

PUBLIC WORKS.

1. *H. infundibulig. Eng.*
2. 11¹ (Dissim)

I 1, 1

22 1

U 23 Feb 71, No. 5. 7.

Dec. 1834 4824

Encl. Papering under note
letter from the High Court
S.D.B. concerning her work &
added a "typical ex-
perience a bit motivated
by a contractor's opinion"
in "Pier in Charge of the
General House."