

(1) Number of pages 16(2) Date of repair 1/1/54

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public work DEPARTMENT.

G.O. No.	<u>622</u>	Press
<u>53-54</u>		Mis.
Dated	<u>3-3</u>	<u>1871</u>

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
3rd March 1871.*

No. 53. Read the following letter from the Superintending Engineer in temporary charge of 8th Division, to the Secretary to Government, Public Works Department, dated Palamcottah, 18th February 1871, No 2,969 —

I HAVE the honour to request that authority may be given to Lieutenant Shepherd, Executive Engineer in charge

1 Translation of Plaint
1 Copy of letter to Superintending Engineer, No
328 of 7th December 1870

of the Striviguntum project, to defend a suit brought against him and an Overseer, 2nd and 3rd defendants, Contractor

Ragavacharry being 1st defendant, in the Moonsiff's Court at Striviguntum, for the recovery of Rupees 106-14-0 on account of plastering done to a bridge.

2. I enclose translation of the plaint addressed to the District Moonsiff of Striviguntum, with Lieutenant Shepherd's answers entered in the margin, as also copy of an explanatory letter from that Officer.

No. 54 ORDER THEREON, 3rd March 1871, No. 622.

ESTABLISHMENT, No. 4.

HIS Excellency the Governor in Council authorizes the suit referred to in this letter being defended in the first

instance at the public expense, the question as to whether the costs shall be borne by Government being reserved for decision until the termination of the suit.

(True Extract.)

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

To the Superintending Engineer, 8th Division.
,, Controller of Public Works Accounts.

Encl. S. T. Augustin.

N 2969

Palamcottah.
18th February 1871

From Captain J. L. Ryles R.E.
Superintending Engineer
in Terr: ch. of S.D.

To Colonel G. A. Orr R.E.
Secretary to Government D.M.
Madras

Enclosures 2,

1. Translation
of Plaintiff
1. Copy of letter
to Supg. Engi:
no. 225 of
7th December 1870

Sir, I have the honor to request that
authority may be given to Lieutenant
Shepherd Executive Engineer in charge of
the Striveiguntum Project to defend a suit
brought against him and an Overseer 2nd
and 3rd defendants, Contractor Ragaracharry
being 1st defendant, in the Moonsiff's Court
at Striveiguntum, for the recovery of Rupees
106 11/2 in account of plastering done
to a bridge.

2. I enclose translation of the Plaintiff
addressed to the District Moonsiff of
Striveiguntum with Lieutenant Shepherd's
answers entered in the margin as also copy
of an explanatory letter from that Officer.

I have &c

J. L. Ryles Captain R.E.
Superintending Engineer
in Terr: ch. of S.D.

Copy of Plaint

To
The District Munsiff
of Srirangam
Plaintiffs

Salarasahottan son of a Siva
Pillay residing at Alwarthirunagai
gari in the Tenkai Taluk
of Lutharavur Mandal.

Defendants

1. V. Nagarachari Contractor
residing at Alwarthirunagai
2. Lieutenant Shepherd Execu-
tive Engineer in charge of
the Srirangam Ancient
Project Indusque.
3. Veeravagu Pillay Owner
Srirangam.

This suit is filed under
section 26 of the Civil Code
for Rs 106 11 - which is due
to the Plaintiff for plastering
work.

The Plaintiff having
made a verbal agreement with
the 1st Defendant to plaster
the new arched bridge on the
road from Alwar Thiruvelli
to Kolavagarampatnam in
consideration of receiving the
estimated price, deducting
five percent as a Commission
to the 1st Defendant, commenced
the work in the month of March.

Plaintiff
The District Engineer
in charge of the
the Srirangam Ancient
Project Indusque.

Dated 18. February 1897
Received 23

Encs: 2

We request that you kindly
advise us to go on to
Salarasahottan son of a Siva
Pillay residing at Alwarthirunagai
gari in the Tenkai Taluk
of Lutharavur Mandal.

To S
Salarasahottan son of a Siva
Pillay

Exhibit No. 2

Exhibit No. 2

The 2nd Defendant rejected the work on the first inspection.

The 2nd Defendant has nothing to do with the sub contractors of 1st Defendant.

The work appeared badly done and before paying for it the 2nd Defendant, as in duty bound had to inspect it. Plaintiff's statement that the work was rejected on account of enmity between 1st and 2nd Defendant is absurd as other Engineer Officers besides 2nd Defendant have examined the work and condemned it. The loss to the Plaintiff depends on his agreement with 1st Defendant with which 2nd Defendant has nothing to do.

last when the above arrangement was made.

During the progress of the work it was inspected several times by the 1st and 2nd Defendants by Mr. Bell Assistant Engineer in charge of the South channel from the Inlet and by the Inlet contractors superintendent.

The whole work with the exception of 500 squares was completed before the month of May.

When the Plaintiff asked the Defendants to examine the work and pay him the undermentioned sum they made frivolous excuses and referring him to the other and on account of ill feeling between the 1st and 2nd Defendants the 2nd and 3rd Defendants began to move the work about 3 days ago. I cannot recollect the exact date with the intention of causing loss to the first Defendant. In consequence of the plaster having been removed the 1st Defendant does not lose so much as the Plaintiff.

This suit has been filed against all the Defendants for the recovery of the undermentioned sum so that the Plaintiff may not lose by the removal of the work. Total estimated amount of the above plastering } 130 8

The 2nd Defendant prays that the suit as against himself may be dismissed with costs.

Deduct for remaining work to be done 6 square 18 . . . at Rs 3-1- per square
Balance Rupees 112 8 . .
On which deduct commission due to the 1st Defendant as stated above at 5 per cent } 5 10
Net amount due to the Plaintiff ie total amount of the complaint } 106 14

The Plaintiff prays that the Court be good enough to decide that the Defendants pay him the above sum with Court expenses and with the usual interest from the date of this suit.

Signed J. Satharannier
Blader
Signed J. Satharannier
His mark

14th November 1870
I the Plaintiff, named in the above plaint, do declare that what is stated therein is true to the best of my knowledge and belief.

Signed J. Satharannier
Filed 14th November 1870.
True copy
Signed J. Satharannier
Copyist
True copy
Signed J. Satharannier
Executive Engineer
True copy
Signed J. Satharannier
Superintending Engineer
in Charge of S.D.

Gooderoody
4th November 1870

15

Deputy of Standard

Enc. 11

[illegible]

by mutual consent.
Office in accordance with my instructions.
The Bell left for South Street in July last.
At the time of his transfer he was not in a
fit state of health to accompany me, in an in-
spection of the works under his charge. I accord-
ingly only received the measurements of the
works that I had myself passed; and on
my next hour of inspection, rejected the plaster
work of the Colasagara ^{road} Bridge. I
observed that the ^{used} chunam in plastering had
not been properly sifted or pounded, and that
the second coat had either been entirely omitted
or improperly finished off and the deficiency
supplied by a thick coat of white wash.
The lines of the coping and cornice

1025 11/11/18

were not straight and presented a very
stoutly appearance.

The Hawtry Sengaralingum Sella
who was employed on the work while the plaster-
ing was in progress states that he has reported
the bad work to Mr. Bell.

The Arcut Contractor made no objection
when the work was rejected, but several times
verbally promised to remove the plastering.

The work was also inspected by Super-
visor Mr. Seton who stated in his letter, 1039
dated 21 September that: "Plastering consists
of a rough coat of mortar with a thick coat
of whitewash on the outside."

I have signed,
S. S. Shepherd Esq. M.E.
Executive Engineer, in ch. of
Shwagantim Aicut Project

True copy!

W. Jones Captain R.E.
Superintending Engineer
in Temp. ch. of S. D.

N. 622 P. V. S.

Proceedings of the Madras Government
under date the 3rd March 1918
Read the following

1175

18 Feb 1918

sellmer
in Council
suit
this
fended
stances
reference,
as to

whether the costs shall
be borne by Govt.
being reserved for
decision until the

60 25 0664 141 CIA & Government

1000

...

Enc. 1 In a letter from
the L. of A. Treasurer 8th
to the Secretary to Govt.
with a copy of a letter
to the same dated 1871

Smith, Shepher &
Executive Engineers
Letter No 328 dated
7 December 1871

P. H. S.

N. 622

Proceedings of the Madras Government
under date the 3rd March 1902.
Read the following

4 June

The Supt Engineer

Engineer } (H. E. Co. 2969) 15 Feb 1911
8th Div }

His Excellency,
the Governor in Council
authorizes the suit
referred to in this
letter being defended
in the first instance
at the public expense,
the question as to
whether - the costs shall
be borne by Govt.
being reserved for
decision until the

154



[The page contains approximately 18 lines of handwritten text in cursive script, which is mostly illegible due to extreme fading and blurring.]

21

Engl. 8th Dec.
O. W. H. H. H.

625.54/100 Q. 30 March

P. S. derf. 3/3/71 to the
 P. C. — 9/3/71 —

[illegible]

Gobt. of 1871 Madras.

PUBLIC WORKS.

To The Superintendent Eng^r
8th Division

Datum

41.

E 44

5 "March" K 622

25. 57, 52,

Am't. The defense, & the
positive expense, of the suit
instituted against L^d Stephens
Esq., in the 1st morning
four of their signatures, & in

622

to 25. Feb. 1902 = 32 miles