M.R.O. 1—17,000—3-6-37.

(1) Number of pages 14

(2) Date of repair

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 384 Press / Mis.

Dated 2[illegible] [illegible] 187[illegible].

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department, 25th March 1872.

No. 556. Read the following letter from the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary, 19th February 1872, No. 2,160 :—

With reference to G. O., No. 2,736, of 30th October 1871, I have the honour to forward copies of the Judgment and decree (translation attached) of the Munsif's Court at Purghee in the case of B. Moonesawmy *vs.* T. Parthasarady Moodelliar and Mr. Watkins; also a copy of Mr. Watkins' deposition. Application was made for copies of the whole record of the case, but for some reason known only to the Munsif he has only furnished a copy of Mr. Watkins' deposition, and has not allowed copies of the remainder on the grounds, as I am informed, that all the other records connected with the case have to be transmitted shortly to the Civil Court at Bellary. I might apply to the Civil Judge, but as that would cause delay, I think it best to send up what I have received.

2. In the end of paragraph 17 of his Judgment, the District Munsif states: " There is nothing in the record to suppose that second defendant was ready to pay* the same to plaintiff before the institution of the suit." I can only suppose that Mr. Watkins did not consider it necessary to mention the matter. When I was in the Pennacondah Range in August last, Mr. Watkins spoke to me on this subject, and I directed him to settle with the man for all materials used or taken, but I conclude he could not come to terms as it was only after that date the man filed his suit.

3. I have already in my letter, No. 1,320 of 16th October 1871, given a history of this case, and will only add here that I think Parthasarady Moodelliar has throughout shown himself obstructive and disobedient to orders, and that it has been entirely his doing that this case was taken into Court, and do therefore suggest that he be made to pay up, firstly, the amount, Rupees 9-10-3, decreed to be paid to the plaintiff by the second defendant on behalf of Government : and, secondly, the amount, Rupees 25-1-6, decreed against the second defendant on behalf of Government in addition to the sum decreed against himself. As regards the sum of Rupees 21-3-10, for value of materials, I think it should be charged against the work.

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* Rupees 21-3-10.

No. 557. Order thereon, 25th March 1872, No. 831.

ESTABLISHMENT, No. 48.

In Proceedings No. 2,736, dated 30th October 1871, the Government authorized the defence of the suit which had been instituted by Contractor B. Moonesawmy against Mr. Supervisor Watkins and Overseer Parthasardy Moodelliar for the recovery of a sum of Rupees 334-10-0, alleged to be due on a contract entered into by Moonesawmy for the construction of a road tunnel near Somanadapully in the Pennacondah Taluq of the district of Bellary.

2. From the papers received with the letter above recorded the Government observe that the District Munsif who tried the case has decreed that Rupees 21-3-10,

the value of materials admitted to have been supplied by Moonesawmy, and Rupees 9-10-3, proportionate costs, in all Rupees 31-14-1, be paid to the plaintiff in satisfaction of his demands, and that the Overseer and Supervisor bear their own costs, namely, Rupees 18-14-1 and Rupees 25-1-6, respectively.

3. The Superintending Engineer reports that this case was taken into Court entirely through the instigation of the Overseer, who supported the plaintiff throughout the proceedings, and recommends on this ground that the former should be required to pay the whole of the costs, amounting to Rupees 53-9-10.

Rupees	25	1	6.
,,	9	10	3.
,,	18	14	1.

4. The Government have given these papers due consideration, and they authorize the Superintending Engineer to fine the Overseer Rupees 50, and to charge to Contingencies the whole of the costs, namely, Rupees 53-9-10.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the Superintending Engineer, 3rd Division.
,, Controller of Public Works Accounts.

Exd. S. T. Augustin.

No. 2160

Superintending Engineer's Office.
3rd Division.
Bellary 19 February 1872

From,
The Superintending Engineer
3rd Division

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

Enclosures. 3.

Sir,

With reference to G.O. No 2736 of 30th October, 1871, I have the honor to forward copies of the Judgment and (Decree translation attached) of the Moonsiff's Court at Punghee in the case of B. Moonesawmy versus T. Parthasarathy Moodr and Mr Watkins: also a copy of Mr Watkins deposition. Application was made for copies of the whole record of the case but, for some reason known only to the Moonsiff he has only furnished a copy of Mr Watkins deposition and has not allowed copies of the remainder on the grounds as I am informed that all the other records connected with the case have been transmitted shortly to the Civil Court at Bellary. I might apply to the Civil Judge but as that would cause delay, I think it best to send up what I have received.

2. In the end of Para 7 of his judgement the District Moonsiff states, "There is nothing in the record to suppose that 2nd Defendant

was ready to pay the same to Plaintiff before the institution of the suit — I can only suppose that Mr Watkins did not consider it necessary to question the matter. When I was on the Permanent Range in August last Mr Watkins spoke to me on this subject and I directed him to settle with the man for the materials were taken but I conclude he found not time to do so and it was only after that date the man filed his suit.

Rupees 21-3-10

3 I have already in my letter No 1320 of 1st October 1871 given a history of this case and will only add here that, [illegible] Car-[illegible] [illegible] has throughout shown himself obstructive and disobedient to orders and that it has been entirely his doing that this case was taken into Court and so, therefore I suggest that he be made to pay [illegible] the amount Rs 7-10-3 decreed to be paid to the Plaintiff by the 2nd Defendant on behalf of Government and only the amount [illegible] decreed against the 2nd Defendant on behalf of government in addition to that [illegible] decreed against himself — As regards the sum of Rupees 21-3-10 for value of materials I think it should be charged against the work.

I have &c

[illegible] Supdt

[illegible] Division

Recd 23rd Augt / 1 M. 278-279
" 30th Oct " 653-661

P. W. 1872 Dept
No. 967

From,
The Superintending Engineer
3rd Division.

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

No. 2100

Dated 19th February 1872.
Received 26

Encl: 5

Forwarding copies of the judgment and the Decree of the Moonsiff's Court at Purghee in the case of B. Moonisawmy versus T. Parthasarathy Moodr. & Mr. Watkins.

No. 831-25 Decr. /72

No. 556
6th March R. 9th

COURT FEES
8
EIGHT ANNAS
MADRAS

STAMP DEPARTMENT
AUG 2
1871
BELLARY

Purghee District Moonsiff's Court
the 9th December 1871.

Regular Original Suit No. 464 of 1871.

Plaintiff		Defendants.
B. Moonisamy	v.	1 Parthasarathy Moodly
		2 Mr. Watkins

Plaintiffs 3 and 1st Defendants 1st witness.

The witness reads the following, holding the Bible in his hands.

I solemnly declare, in the presence of Almighty God, that what I shall state shall be the truth and nothing but the truth.

(Signed) F. Watkins

The deposition of Fabian Watkins, son of Charles Watkins, aged 29 years, religion Roman Catholic, P. W. and residin

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1871 [illegible]
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COURT FEES
8 ANNAS
MADRAS

STAMP DEPARTMENT
AUG 2
1871
BELLARY

was given out to contract to the Plaintiff. I and Superintending Engineer passed by the disputed work on the 6th of August 1870 and we had some conversation about it although the masonry was perceptable in consequence of its being under water. Neither I nor the Superintending Engineer condemned the disputed work at that time in consequence of its not being visible. When I saw and condemned the work in September 1870 I have never communicated to the 1st Defendant in writing giving the particulars of the faults, as the objections raised were the same that the 1st Defendant was directed to look into agreeable to the written instructions of a previous dates. The bad nature of work, I mean, was that the mortar used in the building had not set because it was allowed to remain under water, of course, I am aware that hydraulic mortar sets under water. From the personal experiments I have made, I found different preparation of hydraulic mortar setting from within periods from a day to a week; this, I mean, for artificial hydraulic mortar. I have not tried what time natural hydraulic mortar will take to set in. I assertained that the lime used in the mortar had to a great extent oozed out from actually ripping up and examining the masonry. I can point out if different sorts of mortar are produced, that which is the cheapest of them with the circumstance thereof if they were prepared immediately (The witness was shown four discriptions of mortar) I did not condemn the quality of the mortar used by the Plaintiff in

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1871[illegible]19
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COURT FEES 8 EIGHT ANNAS MADRAS
STAMP DEPARTMENT AUG 2 1871 BELLARY
STAMP OFFICE MAY 71 MADRAS

the work under dispute. I only condemn the Plaintiffs work not on score that the quality of the morter was bad, but that after being used in the work the masonry was not kept free of water until such time as the mortar set. I keep the Diary and I enter correctly all transactions. I never write false Diary. One of the late Overseer of my range did charge against me of my having written false Diary. I do not remember of my having admitted to the 1st Defendant that I wrote false Diary. The same Overseer charged against me of my having antedating the examination of Cash books. These charges were partially true. I did on one occasion antedate the date of examination of a Cash Book; and in my Diary I had erroneously entered couple of stations as halting places where I did not remain at night. I do not consider it a false entry in Cash book regarding Cholamari Tank at the close of the Official year, as the charge included more work of one contractor than he actually executed; which he promised to do within a short time after the close of the Official year; besides a large quantity of work executed by another contractor on the same tank during the same year was not paid for, as a penalty for his not completing the work he had undertaken within the period he agreed upon; this penalty was not inflicted by means of a money recovery but by not paying for a large quantity of work. The extra charge made was soon after covered by work done. I do remember that in 1869, I did give any order to recover the value

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COURT FEES
MADRAS
STAMP DEPARTMENT AUG 2 1871 BELLARY

of certain quantity of burnt stone which I found from the accounts of the 1st Defendant had not been exhibited. I suppose the recovery was made. I have no recollection of what was done with that money, and if it was recovered, it would have been credited to Government. I gave no order to keep a separate account for that money as far as I remember. Anonymous petitions were sent to Superintending Engineer and Government against me since the early part of March 1871. I did told to some one that they were sent by the 1st Defendant's instigation. I have not been hostile to the 1st Defendant. I have produced the documents required by the 1st Defendant. I do not know whether there is a talk that I have barrowed money from Mastry Narainappah. I never mentioned to the 1st Defendant that if I had barrowed money from Narainappah which is contrary to the rules; and if any thing turns out against me, can't I personate any man as China Narainappah.

Cross Examination by the 2d Defendant was dispensed with.

I have read the above, it is correctly recorded.

(Signed) F. Watkins 2d Deft.

Taken by me this 9th December 1871.

(Signed) P. Jeroomal Row
District Moonsiff

(True Copy)

[illegible]
District Moonsiff [illegible]

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18[illegible]

[illegible]

O.S. 967/72.

[illegible] March 1872

L. 1508

STAMP DEPARTMENT
AUG 18
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1871 [illegible]

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COURT FEES

EIGHT ANNAS

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STAMP DEPARTMENT
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1871
BELLARY

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[illegible]

(Signed) P. Teroomul Row
District Moonsiff

(True Copy)

[illegible]

District Moonsiff

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17

COURT FEES 8 EIGHT ANNAS MADRAS

AUG 2 71 BELLARY

15 MAY 71 MADRAS

Punghee District Moonsiff's Court
The 9th December 1871.
Regular Original Suit No 164 of 1871.

Plaintiff		Defendants
B. Moonisamy	- v. -	1 Parthasaradhy Naidoo 2 Mr Watkins

Plaintiff's 8th and 1st Defendant's 1st witness

The witness reads the following, holding the Bible in his hands.

I solemnly declare, in the presence of Almighty God, that what I shall state shall be the truth and nothing but the truth.

(Signed) F. Watkins

The Deposition of Fabian Watkins, son of Charles Watkins, aged 29 years, religion Roman Catholic, occupying the position Supervisor D. P. W. and residing now at Pennakondah.

By Plaintiff's Vakeel - I am the second Defendant in this Case - I have impliedly consented to the contract made by the 1st Defendant with the Plaintiff - I have pointed out the bad quantity of the work performed by the Plaintiff - After I have pointed out the bad quality of the work to the Plaintiff, he carried out the work some months subsequently. I never told to the Plaintiff that he may go on with the work if the 1st Defendant satisfied with it subsequent to the date on which I had pointed out to him the bad quality in his work

By the 1st Defendant - I have no recollection of the 1st Defts having communicated to me in docket No 64 of 2nd July 1870, addressed to me by the 1st Defendant, that work was given out to contract to the Plaintiff. I and Superintending Engineer passed by the disputed work on the 5th of August 1870 and we had some conversation about it although the masonry was perceptable inconsequence of its being under water. Neither I nor the Superintending Engineer condemned the disputed work at that time

COURT FEES
EIGHT ANNAS
MADRAS
STAMP DEPARTMENT AUG 2 1871 BELLARY
STAMPED 15 MAY 71 MADRAS

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in consequence of its not being visible. When I saw and condemned the work in September 1870. I have never communicated to the 1st Defendant in writing giving the particulars of the faults, as the objections raised were the same that the 1st Defendant was directed to look into agreeably to the written instructions of a previous date. The bad nature of work, I mean, was that the mortar used in the building had not set because it was allowed to remain under water, of course I am aware of that hydraulic mortar sets under water. From the personal experiments I have made, I found different preparation of hydraulic mortar setting from within periods from a day to a week, this I mean for artificial hydraulic mortar. I have not tried what time natural hydraulic mortar will take to set viz I ascertained that the time used in the mortar had to a great extent oozed out from actually ripping up and examining the masonry. I can point out if different sorts of mortar are produced, that which is the best of them with the circumstance thereof if they were prepared immediately (The witness was shown four descriptions of mortar) I did not condemn the quality of the mortar used by the Plaintiff in the work under dispute. I only condemned the Plaintiffs work not on score that the quality of the mortar was bad, but that after being used in the work the masonry was not kept free of water until such time as the mortar set. I keep the Diary and I enter correctly all transactions, I never write false Diary. One of the late Overseer of my range did charge against me of my having written false Diary. I do not remember of my having admitted to the 1st Defendant that I wrote false Diary. The same Overseer charged against me of my having antedating the examination of Cash Books. These charges were tially true I did on one occasion antedate ~~the date~~ date of examination of a Cash Book; and in my ry I had erroneously entered couple of stations a

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1871 [illegible]
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COURT FEES 8 EIGHT ANNAS MADRAS
DEPARTMENT AUG 2 1871 BELLARY
STAMP OFFICE 15 MAY 71 MADRAS

(3)

halting places where I did not remain at night. I do not consider it a false entry in Cash Book regarding Cholumary Tank at the close of the Official year; as the charge included more work of one contractor than he actually executed; which he promised to do within a short time, after the close of the official year; besides a large quantity of work executed by another Contractor on the same tank during the same year was not paid for, as a penalty for his not completing the work he had undertaken within the period he agreed upon; this penalty was not inflicted by means of a money recovery but by not paying for a large quantity of work. The extra charge made was soon after covered by work done. I do remember that in 1869, I did give an Order to recover the value of certain quantity of burnt stone, which I found from the accounts of the 1st Defendant had not been exhibited. I suppose the recovery was made. I have no recollection of what was done with that money, and if it was recovered, it would have been credited to Government. I gave no order to keep a separate account for that money as far as I remember. Anonymous petitions were sent to Superintending Engineer and Government against me, since the early part of March 1871. I did told to some one that they were sent by the 1st Deft's. instigation. I have not been hostile to the 1st Deft. I have produced the documents required by the 1st Defendant. I do not know whether there is a talk that I have borrowed money from Moorty Narainappah. I never mentioned to the first Defendant that if I had borrowed money from Narainappah, which is contrary to the rules; and if any thing turns out against me can't I personate any man as Chinna Narainappah

Cross Examination by the 2d Defendant was dispensed with.

I have read the above, it is correctly recorded.

(Signed) F. Watkins, 2d Defendant.

Taken by me this 9th December 1871.

(Signed) P. Teroomul Row
District Moonsiff

True Copy
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District Moonsiff

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COURT FEES
EIGHT ANNAS
MADRAS

AUG 2 1871
BELLARY

STAMP OFFICE
15 MAY
MADRAS

Purghee District Moonsiffs Court, Zillah Bellary
The 14th day of December 1871.
Present
P. Peroomul Row Garoo District Moonsiff.
Regular Original Suit No 464 of 1871.

B. Moonisamy, Contractor, resident of Hindupur. By his Vakeel Bheemacharlu } Plaintiff

Versus.

1. Parthasaradhy Moodaliar, Overseer in D. P. W. residing at Hindupur. By his Vakeel Balajee Row –
2. Mr Watkins, Supervisor in D. P. W. residing at Pennakondah By his Vakeel H. Raghavandrarow } Defendants

Judgment

Claim 1 The 1st Defendant who is an Overseer in D. P. W. entered into a contract with Plaintiff for construction of a Tunnel at [illegible] mile of the Bangalore High Road, near Somandepally in the Talug of Pennakondah; and accordingly obtained a Karar from the Plaintiff on the 28th June 1870, furnishing the latter with plan &c. relating to the construction, and desiring him to commence the work. Upon this the Plaintiff finished a portion

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of the work. On the 3rd January 1871 the 1st Defendant measured the work done and prepared a Bill for Rupees 142-8-- to be paid to Plaintiff for the value of the work done and intimated the same to the 2nd Defendant the Range Officer. In accordance with a letter from 1st Defendant to Plaintiff, dated 12th June 1871 relating to the work to be done to the upper part of the Tunnel the Plaintiff performed the work to the value of Rupees 100, and sent for materials required, and ~~which~~ while the work was thus being carried on, the Plaintiff was informed that he might carry on the same in case of his agreeing to perform the same at a lower rate than that agreed upon in the first Contract. Plaintiff being unwilling to do so, suspended the work intimating the same to the Defendants. The Defendants have not paid the sum due to Plaintiff on the Bill given by the 1st Defendant and the value of the work subsequently done by him

The 2nd Defendant has pulled [illegible] work without asking the Plaintiff [illegible] without pointing out to him the defects in the work; and has appropriated stones, sand &c. collected there by the Plaintiff. He therefore brought the suit on the 13th September 1871 for the recovery from the Defendants of Rupees 141-15- being the amount of the bill prepared by the 1st Defendant; Rupees 147-2-, the value of the work done subsequent to the said Bill; Rupees [illegible] the value of the materials collected by the Plaintiff, which were appropriated by Defendants, in all Rupees 334-10-, together with costs of Suit and further interest.

2 The 1st Defendant affirms that the contract specified in the plaint did take place, and that Plaintiff performed part of the work in persuance of the same, and collected materials for the remaining work, and adds that according to his accounts the Plaintiff's entire claim comes to Rs 217-15-6 and not Rs 334-10-; that as per order of the 2nd Defendant he has prepared an account relating to the work done by the Plaintiff, materials collected by him and wages of digging pit for foundation and sent the same to the 2nd Defendant; that as he was satisfied with the work executed by the Plaintiff prior to the preparation of the said account, he gave a Bill for Rupees 141-15- for the said work; that as alleged by Plaintiff certain chunam work has be performed, that he has not measured the work, and in his opinion the work is worth about Rupees 50; that upon the 2nd Defendant stating that he was not satisfied with the work executed by the Plaintiff, he (1st Defendant) asked the 2nd Defendant twice to point out that portion of the work with which he was so dissatisfied; that nevertheless the 2nd Defendant failed to do so; that owing to the enmity between him and 2nd Defendant, the latter without just causes, has removed the entire work done by the Plaintiff though there was no defect in the work

and that the 2d Defendant alone and not he (1st Defendant) is responsible for the same.

3 The 2d Defendant pleads that as the suit relates to the work done to the public property, it is conducted at the cost of Government under Order No. 2736, dated 30th October 1871; that under the Rules of D. P. W. he is not bound by the contract entered into by the 1st Defendant without his (2d Defendant) permission or knowledge; that the work done by Plaintiff has been considered bad by all, because the foundation was not dug to its proper depth throughout as agreed upon in the specification obtained by Plaintiff from the 1st Defendant; because the gravel was not put in a proper manner, and because the common mortar between stones in the wall built from the foundation to the surface of the ground was melted by water as the mortar was put without

baling out the water from the foundation and drying up the same, so as to allow the mortar to set in; that though he desired the 1st Defendant, in his Docket No. 900 dated 11th December 1870, to remove the said work, and rebuild the Tunnel, yet the 1st Defendant without doing so approved the work done by Plaintiff, gave a Bill for payment, and ordered the Plaintiff to build the upper portion of the said infirm Tunnel; that when Plaintiff intended to commence gravel and mortar work without baling out the water and drying the foundation, which he thought impossible, the Road Maistry informed 1st Defendant of the same, upon which the latter ordered on the 10th July 1870 to perform the work in the said manner; that hence it appears that the 1st Defendant was willing to approve the infirm work which the Plaintiff was performing; that in his answer (dated 26th April 1871) to Plaintiff's Urzee, he intimated to the Plaintiff that his work was bad; that although he (2d Defendant) had ordered the Plaintiff to remove the same long ago, yet he did not do so, and that the work would therefore be taken by Plaintiff 15 days afterwards; that in June 1871, the work done by Plaintiff was removed and the Tank was rebuilt by another contractor; that only Rupees 21.3.10 are to be paid to Plaintiff by Government for the work done by him; that he (2d Defendant) is not responsible for the remaining portion of the claim; that had the work been properly executed by Plaintiff as agreed upon, its value (for the work performed by him) would have been Rs 193-3-7; that in the beginning of August 1870, he learnt that Plaintiff was doing the work in accordance with a contract entered into between him and 1st Defendant; that when he went to inspect the work in the presence of Plaintiff and 1st Defendant on the 19th August 1870, he found it inconvenient to inspect the same as there was water; that he then told the Plaintiff not to perform

the work unless the 1st Defendant was satisfied that the work had been done well, and that he inspected the work in Plaintiff's presence on the 9th September 1870, when he did not approve the same as it was bad—

4 Issues settled for adjudication:—

Issues.

I Whether or not the 2d Defendant has consented, expressly or impliedly, to the contract entered into between the 1st Defendant and the Plaintiff; and if not, is the 2d Defendant bound by the contract entered into by the 1st Defendant, as a public servant?

II What is the quantity of the work done by Plaintiff, the materials collected by him, and the materials appropriated by the 2d Defendant out of those collected by Plaintiff; and what is the quantity and value of the same?

III What were the defects in the work done by Plaintiff; and whether or not they were shown to the Plaintiff prior to the removal of the work by the 2d Defe

IV. What sum may be awarded to Pla for the work done by him with reference to its quality?

V Who is to pay the sum due to Plaintiff whether 1st Defendant or the 2d Defendant or how much each to pay?

5 The following documents were filed by Dem the Plaintiff.

A Plan of the work in question

B List of Estimates of the said work dated 28th June 1870.

C. Order from 1st Defendant to Plaintiff dated 23d July 1870 regarding the manner in which the work was to be executed.

D Order from the 1st Defendant to Plaintiff dated 24th July 1870, to commence the work

E Letter from the 1st Defendant to Plaintiff dated 7th December 1870, stating that he would come and inspect the work &c.

F Letter dated 17th idem stating as above, and requiring the Plaintiff to execute a document promising to finish the work within February 1871, as per docket No 900, dated 14 December, from the 2d Defendant.

G Letter from 1st Defendant to Plaintiff dated 12th January 1871 directing him build the refining walls.

H Letter from 1st Defendant to Plaintiff dated 31st idem asking Plaintiff to execute work at a low rate.

6 The 2d Defendant filed the following

I Extract from a memo, from the Superintending Engineer to the 2d Defendant dated 6th July 1871. No 689 stating that as communicated by the 2d Defendant, the work in question was bad; and that the Plaintiff should ask the 1st Defendant who caused the work to be done for its value.

II Copy of docket No 670, dated 10th July 1871 from the Superintending Engineer to the Plaintiff, stating that the 2d Defendant was right in not approving the work executed by Plaintiff; that the contract entered into by the 1st Defendant with Plaintiff, without 2d Defendant's permission was not valid; that the work done by Plaintiff was not good; and that if the Plaintiff was entitled to get any thing for the work he should ask the 1st Defendant for the same.

III The 1st Defendant's Diary for August

1870. in this there is an entry made by the 1st Defendant on the 19th August to the effect, that when he and 2nd Defendant inspected the work it was covered with water, and the 2nd Defendant said that the work should be stayed until the arrival of time when it might be conveniently performed. On this entry the 2nd Defendant has written to the effect that the work in question might be suspended until the 1st Defendant satisfy himself to renew the work. The 1st Defendant has seen this.

IV The 1st Defendant's Diary for September 1870. On the 19th idem the 1st Defendant writes that the Stones &c. are being collected for the work, that on inspecting the foundation of the bridge, he found the mortar did not set in, the water not having been entirely removed, and that he has directed the Plaintiff to bale out the water until the work becomes dry. Upon this 2nd Defendant remarks, that work was stayed when he made inspection on the 19th August that when he inspected the same on

the 9th September, he found that the mortar was in a liquid state and it is not probable that baling now will cause the mortar to set.

V Extract from the 2nd Defendant's Diary dated the 19th August and 9th September 1870. In this Diary for 19th August, the 2nd Defendant writes that thinking that the work will not be done satisfactorily there being water, he has told Plaintiff to stay the work, and 1st Defendant not send the Bill till he finds of the performance of the work. In the Diary for 9th September he states that the work is unsatisfactory that the mortar will not set in owing to there being water and that the work will have to be reconstructed and so on.

VI Extract from the 2nd Defendant's Diaries for January April and June 1871. In this Diary dated 12th January 1871 the 2nd Defendant states that he inspected the work that the mortar in foundation has been oozed out and only sand is found in the interstices that the mortar was not set in as anticipated by

[illegible]

the 1st Defendant, that unless the
Plaintiff consents to allow the work
to be taken as mere loose stone
construction, it will not be approved
of by the 2d Defendant, and that the
same will have to rebuilt. Upon this
the Superintending Engineer remarks
that it should be reconstructed.
In the Diary dated 25th April, he
states he inspected the work and
comments upon the defects in it and
states also that the 1st Defendant
delays in stating the amount
actually payable to the Plaintiff.
In the Diary for 9th June, states as to
the condition of the work under inspection.

VII A long letter from the 2d Defendant
to the Superintending Engineer dated
22d June 1871 No 207, relative to the
work in question with following
enclosures:-

Copy of letter from Maistry Seenappah
to the 1st Defendant. Letter from 1st
Defendant in reply to the above
copies of letters written by 1st Defendant
to Plaintiff on 5 occasions. Extract

3d

from an Order Book written by the
2d Defendant on the 19th August 1870
as far as it relates to the work in question
Docket from the 2d Defendant to the
1st Defendant dated 14th December 1870
Urzee. Docket from the 1st Defendant
to the 2d Defendant dated 3d January
1871 No 155. Docket from the 2d Defendant
to the 1st Defendant dated 21 January
No 1040, in reply to the above. Docket
from 1st Defendant dated 5th February
No 12 in reply to the above Docket
from 1st Defendant to 2d Defendant
dated 20th February 1871 forwarding
Plaintiff's Urzee that he will not
undertake to perform work at a low
rate. Docket from 2d Defendant to 1st
Defendant dated 22d February 1871 No
1121 requiring certain explanations.
Urzee from Plaintiff dated 3d March
1871. 2d Defendant's reply thereto No
1189. Docket from the 2d Defendant
to the 1st Defendant dated 14th April
requiring the latter to forward returns
mentioned in letter dated 22d February

4d

Urgee from Plaintiff to 2d Defendant dated 17th April. Reply thereto from the 2d Defendant dated 2[illegible] April Docket from the 1st Defendant to the 2d Defendant dated 22d April in reply to 2d Defendants docket dated 4th April. Docket from the 2d Defendant dated 24th April in reply to the above. Docket from the 1st Defendant dated 13th May 1871 in reply to the above.

VIII Specification recorded by 1st Defendant on the 24th July 1870 bearing Plaintiff's signature relative to the work undertaken.

IX Agreement obtained from Plaintiff by the 1st Defendant as to his having undertaken the work dated 28th June 1870

X Proceedings of Government dated 1st July 1871 No 1751 regarding the public works in the Bellary District. In para 4 of the letter from the Head Assistant Collector to the Collector contained in page 48 of the said Proceedings, the Head Assistant Collector comments upon the unsatisfactory state of the work in question

XI Head Assistant Collector's letter dated 20th July 1871 No 215 shewing that he inspected the work in question on the 11 January 1871.

XII Letter to the Superintending Engineer from the 1st Defendant dated 19th July 1871 with reference to his memo (No I) dated 8th July 1871 and Copies of 12 letters being its accompaniments.

Documents I and II were filed with reference to Issues 1st 3d and 5th; and the rest with reference to the 3d Issue on behalf of the 2d Defendant.

7 Documents filed on behalf of the 2d Defendant.

XIII 2d Defendants reply to Plaintiff dated 13th March 1871 (Enclosure in Document No VII.)

XIV Reply from 2d Defendant to Plaintiff dated 26th April 1871 (Enclosure in No VII)

XV Letter from 1st Defendant to Plaintiff dated 28th February 1871

8 Documents filed by the 1st Defendant on behalf of the 2d Defendant.

XVI Letter from Maistry Seenappah to 1st Defendant dated 18th July 1870 —

(inclosure in No. VII.)

9 The 2nd Defendant filed the following documents on behalf of the 1st Defendant

XVII Government Proceedings dated 22nd August 1871 No. 2154, passed with reference to a letter from Superintending Engineer to Government dated 29 July 1871 No. 828, in regard to a Decree passed by this Court, in Original Suit No. 55 of 1871, in which a Contractor Areef Sahib sued four officers of the D.P.W. including the present 2nd Defendant, for the value of the work done to a Tank at Gurrabommanahally in the Taluq of Madaksira. The 1st Defendant has requested to peruse this document as a precedent that he is not personally liable, as pleaded by the 2nd Defendant.

XVIII. Letter from the 2nd Defendant to the Superintending Engineer dated 15th August 1871 No. 360 with reference to the Head Assistant Collector's letter (No. X.) regarding to the Tunnel in question. In the said letter, the 2nd Defendant states that the Head Assistant Collector was greatly in error, and his strictures were totally unmerited and so on. The 1st Defendant has requested to read this letter in opposition to document No. X.

XIX Docket from 1st Defendant to the 2nd Defendant dated 8th October No. 91, in reply to the latter's docket dated 30 September 1870 No. 506. He writes in the above that Rs 219-15-8 are payable to Plaintiff.

te of
mination.

10. Plaintiff examined 7 witnesses, the 1st Defendant examined the 2nd Defendant as his witness. The 2nd Defendant examined 11 witnesses. Plaintiff and 1st and 2nd Defendants were examined as witnesses on behalf of the opposite parties.

11. At the first hearing of the suit, the 1st Defendant prayed for a long adjournment of the final hearing on the ground of his ill health. The 2nd Defendant having requested for the speedy disposal of the suit; and this suit being one filed in the previous quarter, the prayer for long adjournment was rejected; and

the case was posted for 9th instant for final disposal as requested by the 2d Defendant. That day the 2d Defendant's 2d and 3rd witnesses (the Range Officer and an Overseer) wrote to the Court stating that they could not attend on the 9th and would do so on the 14th. The 2d Defendant stated that the investigation would continue till 14th, and their final examination might be adjourned to that date. Plaintiff and 1st &2d Defendants were examined on the 9th. The 10th being Sunday, the case was was adjourned to 11th for further investigation. On that day the 2d Defendant stating that he could not attend the Court owing to sickness, prayed for the adjournment of the case for three months. Plaintiff did not agree to this. He stated that 2d Defendant would tamper with his witnesses, that he could not wait long, he being a stranger; and that he was unable to bear the expenses. Upon this the Plaintiff's witnesses were examined on the 11th as the 2d Defendant's Vakeel was present, though not the 2d

Defendant; and the examination of the 2d Defendant's witnesses was postponed to 14th at the request of his (2d Defendant's) Vakeel. On the 13th the Plaintiff put in a petition stating that in the work which the 2d Defendant has caused to be done by a separate contractor after removing the work executed by the Plaintiff, there still appear defects similar to those which the 2d Defendant states he found in the Plaintiff's work, that he (Plaintiff) subsequently learnt the existance of those defects; that the 2d Defendant having been informed that Plaintiff was about to ask him in Court about those defects went away pretending himself that he was sick, and that of the witnesses who had appeared, the 2d Defendant has sent some to make preparations for the purpose of giving a faultless appearance to the new work; requests to issue a warrant of Commission to an efficient person to report on the state of the work which the 2d Defendant has caused to be performed recently.

The Plaintiff's request was not complied with, the work for the inspection of which he applied not being in dispute. This day, that is, on the 14th, the investigation was closed. On hearing the pleas of the Vakeels for Plaintiff and 1st and 2nd Defendants, and on perusing the records, I proceed to give Judgment. The case being intricate it is desirable to state briefly the oral pleas of the parties.

Oral pleadings

12 The matters contained in this para are the pleas of the parties (observable from the record) and they ought not to be supposed to be my own opinions.

The Plaintiff states that the work performed by him was good, that his witnesses speak to that effect; that his request for the examination by other officers, of the defects alleged to be found in Plaintiff's work was not granted; that as the 2nd Defendant's witnesses saw the Plaintiff's work only after part of it had been removed (viz. when it was in a destroyed state) and not before its removal by the 2nd Defendant, their evidence will not defeat

his (Plaintiff's) plea, that the letter written by the Head Assistant Collector (Document XX) to the effect that the work was bad effect of [illegible] as the Head Assistant Collector did not examine the same, that even if the Head Assistant Collector's opinion be supposed to be prejudicial to Plaintiff, the same cannot be used as evidence in 2nd Defendant's favor, as he has written (Document XXI), that the Head Assistant Collector knows nothing of the subject and that his opinion was not right.

The 1st Defendant pleads that so much of the Plaintiff's work as was approved of by him was good; that though he wrote twice to the 2nd Defendant to point out the defects in the work approved of by him, yet the 2nd Defendant did not do so; that when two officers of the same department differ from each other in their opinion as regards a professional work it is proper to allow the question to be settled by their official superior or other officer and yet such course was not adopted; that owing to the enmity between him and the 2nd Deft. the latter has written invented stories to the Superintending Engineer; that in the deposition given by the 2d Defendant as a witness in Court, on oath, he in contradiction to what has been stated in his written statement, states that he agreed to the contract in question; that he, in contradiction to his remarks on 1st Defendants Diary (Document No III.) did not tell Plaintiff to go on with the work in case of 1st Defendant approving of the same; and that he will not say that the mortar used by Plaintiff was bad, which is in contradiction to his statement in his written statement that the Plaintiff used "Common" mortar; that as the 2d Defendant who holds responsible post (of Range Officer) admits in his deposition certain irregularities; viz: antedating the inspection of accounts, making false entries in the Diary to the effect that he halted in certain places where he did not do so; and debiting the amount of certain works before their completion as if they had been completed and so on; no reliance can be placed on what he states; that the 2d Defendant admits that he has

accused the 1st Defendant of throwing such anonymous petitions against 2d Defendant that this proves the enmity between him and 1st Defendant; that though the 2d Defendant says that he is not at enmity with the 1st Defendant, yet the documents filed by him shew the existence of enmity; and that the 2d Defendant has not proved that he (1st Defendant) has approved of the ~~Defendant's~~ Plaintiffs work with any bad intention. The 2d Defendant's Vakeel argues that many witnesses have proved that the work not having been executed in conformity with the terms of the contract the Plaintiff cannot sue for its value; that no weight can be attached to statements of the Plaintiffs witnesses who are poor people; that the 2d Defendant had pointed out to the Plaintiff the defects in the work; that the 1st Defendant has often been informed of the defects by means of letters; that when 1st and 2d Defendants met at the place in question, the 1st Defendant did not ask to point out the defects; and that it is not compulsory to point out the defects to the 1st Defendant, though it is so in regard to Plaintiff.

he further adds what has been said in the written Statement.

13 In this case the Plaintiff sues for the [illegible] recovery from the 1st and 2d Defendants of th an Overseer and a Range Officer in D.P.W. of the value of the work done by Plaintiff and materials collected by him. Although both the Defendants are Government servants, yet the 2d Defendant says that 1st Defendant alone is responsible for Plaintiff's claim, and the 1st Defendant pleads that, except a portion of Plaintiff's claim the rest being true and that portion of his claim which is actually done is to be paid by Government. From the records it appears that the dispute between the Defendants themselves is greater than that existing between them and Plaintiff. Plaintiff has nothing to do with the disputes between the Defendants, and it is unnecessary to go deeply into the details of the latter dispute, because, if the sum due to Plaintiff had been paid by Government and the suit had been brought to recover the sum so paid from the officer whose

[illegible] in conducting the duties and the cause of such improper payment, then the question which of the 1st and 2d Defendants was responsible would have been material. But upon the pleadings of each party the issues have been framed with reference the evidence to be adduced by each party. The Plaintiff and 2d Defendant filed a number of documents and examined several witnesses - as it appeared to me desirable to receive all the oral and documentary evidence which the parties thought would support their pleas, I did not reject even such of the oral or documentary evidence as seemed unnecessary. This may be chiefly attributed to the parties being ignorant of law, and their not being satisfied with what was stated to them. Now I proceed to give my opinion on the issues recorded.

14 As to the 1st Issue.

This issue has been framed owing to the denial of the 2d Defendant. In the beginning of his written statement, the 2d Defendant states that he is not bound by contract entered into by the 1st Defendant with Plaintiff without 2d Defendant's permission or Knowledge - The 2d Defendant has verified his written Statement, contrary to the above, the same Defendant states, on oath, as a witness, that there was his implied consent to the contract entered into by 1st Defendant with Plaintiff; the Case being so, I am at a loss to know why the 2d Defendant advanced this plea. - Although that the 2d Defendant in the beginning of his written Statement states that he is not bound by the contract entered into by 1st Defendant without his permission or Knowledge; yet this plea will not be upheld, because though the 2d Defendant saw Plaintiff execute the work according to the arrangement made by 1st Defendant yet, he did not object to the same; - because, he has even issued notice to Plaintiff not to execute the work as per Specification (XIII) obtained from the 1st Defendant, and because the 2d Defendant pleads that the Plaintiff did not execute the work agreeably to the said Specification.

Civil Procedure). The Plaintiff's wit-nesses state that the work done by Plaintiff was good, and that the stones collected by Plaintiff valued at Rs 15 were used by the new contractor appointed by the 2d Defendant. The 1st Defendant states that the value of the work done by Plaintiff is Rupees 219-15-6, and the 2d Defendant states that if the work had been good, its value would have been Rs 198-3-7. The Plaintiff does not examine witnesses as to the quantity and the value of the work. As regards to the value of materials used by 2d Defendant, the Plaintiff did not adduce evidence to prove the same in detail as mentioned in the plaint. But the 2d Defendant admits that Rupees 21-3-10 are to be paid by Government to the Plaintiff for them. Where Plaintiff failed to adduce evidence as to his allegations, he becomes entitled to receive only what the Defendants admit. It is not possible to award a greater amount than Rs 21-3-10 admitted by 2d Defendant, that is, to award at least Rs 198-3-7 as estimated by the 2d Defendant, unless it is proved on the part of the Plaintiff that the work done good and satisfactory as agreed upon. So the facts elucidated in the enquiry are to be considered as to the good or bad quality of the work.

16. It is not proved that the Plaintiff performed the work as agreed upon in the Specification (Document VIII). The 2d Defendant is the proper person to approve the Plaintiff's work and not the 1st Defendant. The 2d Defendant has been affirming the work to be bad, ever since he inspected it. It is not said that the enmity exists between Plaintiff and the 2d Defendant. Without taking into consideration, however, the very unsatis-factory statements made by the 2d Defendant, which from the facts elucidated in the trial of the case, is not worthy of credit, I proceed to consider the matter on other evidence. The Head Assistant Collector speaks strongly, in the fourth para of his letter (Document X) as to the unsatisfactory state of the work. From this it appears that that officer has examined the work minutely. The Plaintiff's

objection to the said letter being admitted as evidence is not strong. In this letter many defects in the work executed by the 2d Defendant have been pointed out. The 2d Defendant in a letter (Document XVIII) written by him to his Superior Authorities, with reference to the above letter commends his own works, criticises the Head Assistant Collector's opinion simply for the purpose of defending himself suitably to the occasion. This will not shake the Head Assistant Collector's opinion, given after inspection. The evidence of the 2d Defendant's 2d and 3d witnesses (Mr Harris, the Supervisor, and Mr Dighton, the Overseer) who profess to have seen the Plaintiff's work, shews that the work was very unsatisfactory. The evidence of these witnesses supports the opinion of the Head Assistant Collector. From this valuable and credible testimony, I believe the Plaintiff's work was unsatisfactory beyond all doubt. Plaintiff cannot claim the value of the work, when the work itself is bad. As this suit is brought for the recovery from the Government of the value

of the work done for Government; value of the work done unsatisfactorily cannot be decreed on the facts stated by 1st and 2d Defendants or by reason of their personal negligence; (unless the work is satisfactory and good.) So these issues are decided against Plaintiff.

17 As to the Fifth Issue. This point is to be considered chiefly with reference to the 1st Issue. It has been already stated in para 14, that the 2d Defendant is bound by the contract entered into by the 1st Defendant. It is not equitable to say that a public servant, who performs his duties ordinarily in the course of his business and without any dishonest intention, should pay what is due on account of a work done for the Government. If the Plaintiff's work is satisfactory it will be paid for by the Government; if not, neither the Government nor those who caused the same to be done will pay for it. Plaintiff has incurred loss owing to the discord between the 1st and 2d Defendants. There is no doubt that he has been put to great pecuniary loss. The Defendants themselves state that Plaintiff

performed certain quantity of work. This is not the Defendants' private work. They have acted in the capacity of Government Servants. So the Plaintiff has to prove that Defendants had evil intent and that his work was good. This the Plaintiff has not done. The 2d Defendant admits that Rs 21-3-10 are to be paid to Plaintiff by Government for the Plaintiff's work made use of. There is nothing in the record to suppose that 2d Defendant was ready to pay the same to Plaintiff before the institution of the Suit.

Decretal Order

18. It is therefore decreed that out of the sum sued for only Rs 21-3-10 and proportionate costs on the same viz: Rupees 9-10-3 in all Rs 30-14-1 should be paid to the Plaintiff by the 2d Defendant on behalf of Government, that remaining portion of the Plaintiff's claim is dismissed with costs, and ~~that~~ the 1st and 2d Defendants each should bear his own costs (viz: Rs 18.14.1. paid by 1st Defendant personally, and Rs 25-1-6 incurred by 2d Defendant on behalf of Government.)

The 2d Defendant's Vakeel states that the Plaintiff should be taxed with the 2d Defendant's costs. If the Plaintiff, who has already suffered a great loss be ordered to bear the said costs, it would be deprived of the sum now awarded. The 2d Defendant's Vakeel argues that there is no reason why Government should bear these costs. As to this it is unnecessary to say any thing more than what has been already said. Suffice it to say that the Government is at liberty to recover the same from the party whom the Government would think to be wrong out of the 1st and 2d Defendants.

Remarks

19. This Judgment has become unavoidably prolix. But it will not be superfluous to say a few words about the objections to a decision of this Court in a Suit mentioned in the Superintending Engineer's letter embodied in the Government Proceedings dated 22d August 1871 No 2154, filed as document XVI in this case. It is true that the Government did not take into consideration the

remarks made by the Superintending Engineer on my decision; but I cannot refrain from saying a few words as to certain mistakes in the objections raised by the Superintending Engineer. In para 8 of the said Superintending Engineer's letter, he stated that I have said that even the 3rd Defendant consented to pay himself the value of the work done by Plaintiff, this consent could not be sustained in law - I did not say so. I have stated that the 3rd Defendant's Vakeel pleaded that even if the 3rd Defendant had been silent when he was directed by the Superintending Engineer to pay the value of the work owing to the fear of his Superior; or to the respect towards him, or to the sorrow that the work executed by him was not approved of by his Superior, still that silence could not have been considered, according to law, as such consent as could bind the 3rd Defendant. The Superintending Engineer states in para 11 of his letter that I have stated that the Superintending Engineer has ordered the 3rd Defendant

35

(Overseer) to pay the value of the work without requiring explanation from the Overseer or satisfying himself of the truth of the statement by inspecting the work himself. With reference to the above he remarks in para 12 of his letter that I have exceeded the latitude in making remarks. By a perusal of my Judgment in that case it will easily be observed that paras 10, 11 and 12 contain my opinion; and para 13, with reference to which the Superintending Engineer remarks, contain only the details of the case and the oral pleas of each party, and not any thing relating to my opinion. I regret for his having taken these matters to be my opinion and having reported the same to Government with long remarks - But the Government without saying any thing in their order as to the above matters, rejected the Superintending Engineer's proposal on the same grounds on which my opinion in the case was founded. It is to be surprised and regretted that the Superintending Engineer did not consider

that the Law will not restrain parties
from arguing freely and the Judge from
expressing his opinion freely on any
matter concerning the Case; that when
that opinion is wrong, the only course
to be followed is, an appeal to the
Competent authorities, and that after
all, I did not record any such opinion

(Signed) P. Teroomul Rao
District Moonsiff

A true translation as near as can
be from the Telugu language

(Signed) P. Teroomul Rao
District Moonsiff

(True Copy)

Teroomalrow

the last & thirty seventh page of District Moonsiff of [illegible]

[illegible] appeal to
Court on this Decree is up to 12 January 1872 –

Copy applied for
on the 19th December 1871.
Copy prepared on
the 20 December 1871
Sd. P. T.

(Sigd) P. Teroomal Rao
District Moonsiff
(True Copy)
(Sigd) P. Teroomal Rao
District Moonsiff

True translation

Superin
in charge No. 6 Range

Ex.
[illegible]

[illegible]

[illegible] Moonsiff [illegible]

Zillah Bellary the 11th day
of December 1871-

Present-

P. Parmasheraw. District Moonsiff

Regular original Suit No. 466 of 1871

Plaintiff — Versus

Cuttacotar B. Moona-swamy Resident of Hindupoor by his Vakeel Bheemachar-

1- Parthasarathy Moodr Overseer in D.P.W. residing at Hindupoor-

2- Mr. Wilkins Supervisor in D.P.W. residing at Penu-conda-

Gutty Bulappa Row Vakeel on behalf of 1st Defendant Mr. Ragavender Row Vakeel on behalf of 2nd Defendant under section 183 of the Code of Civil Procedure on the hearing of the both parties-

Particulars of the Plaint. Suit filed on the 13th September 1871	To recover from the defendants the sum of Rs 334-10-0 being the value of the work done and the materials collected to a Tunnel under Construction in the 82nd Mile of the Bangalore High Road at [illegible] in the Penoconda Taluq-

Decision- It is decreed by the Court that out of the sum sued for, the amount mentioned below is to be paid by the 2nd Defendant on behalf of Government and the remaining portion of plaintiff's claim is rejected-

9/11/72.
[illegible]

[illegible]	– – 10
Costs incurred by the Plaintiff	
Value of Stamp paper for Vakalutnama	– – 8 –
Do. Do. for Decree	25 – 8 –
Vakeels fee	16 – 11 – 2
Batta of Processes	3 – 9 – 6
Do. of Witnesses	2 – 10 –
Value of additional Stamp paper	– – 8 –
	49 – 6 – 8

Details for the above.

The Plaintiff is to bear the proportionate Costs of the sum he lost borne	39 – 12 – 5
The Amount to be paid to the Plaintiff by the 2d Defendant on behalf of Government	9 – 10 – 3

Costs incurred by the 1st Defendant	
Value of Stamp paper for Vakalutnama	– – 8 –
Vakeels fee	16 – 11 – 2
Value of additional Stamp paper	

Costs incurred by the 2d Defendant	
Value of Stamp paper for Vakalutnama	– – 8 –
Fee of the Vakeel	16 – 11 – 2
Batta of Processes	3 – 6 – 4
Batta of Witnesses	– – 12 –
Value of additional Stamp paper	3 – 8 –
Amount paid to a Witness who did not give his testimony	– – 4 –
2d Defendant is to bear borne	25 – 1 – 6

Application for the enforcement of this Decree must be made within the period prescribed by the Limitation Act unless under any Exceptional Circumstances admissable by law.

Receipts not appearing in the records of the Court are inadmissable under Section 206 of the Civil

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Public Works Departt.

Proceedings of the Madras Govt.

Read the following

From

The Supdg. Engineer of the 3d Division } (M. C. No 2160 of 19 Feby /72)

In Proceedings No 2736 dated 30th October 1871 the Government authorized the defence of the Suit which had been instituted by Contractor B. Munisawmy against Mr. Supervisor Watkins and Overseer Parthasarey Mudelliar

Mudelliar for the recovery of a sum of Rupees 334.10. alleged to be due on a Contract entered into by Munnesawmy for the construction of a Road Tunnel near Somanadapully in the Penaconda Taluq, of the District of Bellary.

From the papers received with the letter above recorded the Government observe that the District Munsiff who tried the case has decreed that Rupees 21.3.10, the value of Materials —

admitted

admitted to have been supplied by Munnesawmy, and Rupees 9.10.3, — proportionate costs, in all Rupees 31.14.1, be paid to the Plaintiff in satisfaction of his demands, and that the Overseer and Supervisor bear their own costs, viz Rupees 18.14.1 — and Rupees 25.1.6 respectively.

The Superintending Engineer reports that this Case was taken into Court entirely through the instigation of the Overseer who supported the

the

the Plaintiff throughout the Proceedings, and recommends on this ground that the former should be required to pay the whole of the costs amounting to Rupees 53-9-10.

Rs 25-1-6.
" 9-10-3
" 18-14-1-

The Government have given these papers due consideration and ~~they are inclined to the view taken by the Superintending Engineer who is accordingly authorized to take measures for the recovery from the Overseer of the~~ they authorize the Supg Engineer to fine the Overseer Rs 50, and to charge to contingencies the whole of the costs, viz Rs 53-9-10-.

~~of the amount in question (Rs 53-9-10)~~

Mar 4 77

Und Engr 3rd Dn
" Controller P.W. Accts
Despd 26/3/77.

No. 907

Govt. of 1872 Madras
PUBLIC WORKS.

To
The Superintending Engineer
3rd Division

Dated
Recd.
Encl. 5

G. O. 25th Febr. No. 831.

Nos. 556 & 557

Sub: Passing orders on letter from
the Supdg. Engr. of the 3rd Divn. for-
warding copies of the Judgment
&c. of the Dt. Moonsiff of Cuddapah
in the case of ~~[illegible]~~ Con-
tractor Narainasawmy against
Supr. Watkins and Overseer
Parthasarady Moodly.

14th March 1872 R. 9