

No. 85. Read the following letter from the Acting Superintending Engineer, 1st Division, to the Secretary to Government, Public Works Department, dated Dowlaishweram, 20th December 1871, No. 2,948:—

ADVERTING to paragraph 1 of G. O., No. 2,552, dated 26th October 1870, I have the honour to forward herewith copy of the judgment passed by the Principal Sadr Amin at Rajahmundry, with a translation, on the suit filed against the Assistant Engineer in charge, No. 6 Range, Godavery, by the Bendapoody Road Contractor, Chendiga Annandaroydoo, together with copies of letters, etc., to and from the Range Officer.

2. From the copy of the decree it will be seen that the total amount decreed against Mr. Hannan is Rupees 2,691-13-3, namely, Rupees 2,341-2-3 for work done by the contractor, and Rupees 350-11-0* for charges incurred by the contractor in conducting the suit, *plus* a sum of Rupees 5-4-0 on account of the issue of a warrant. Rupees 2,341-2-3 have been disbursed to the Court, the amount having been debited against the current year's grant for the Bendapoody road, and for the remainder, namely, Rupees 355-15-0,† the sanction of Government is requested so that the money may be charged to "Contingencies."

† Costs incurred by the contractor.

3. Sanction of Government is also requested for authorizing me to appeal against the Court's decree, the expenses being charged to "Contingencies."

4. I beg to observe that the contractor has failed entirely to establish any claim or irregularity against this department; but I am compelled to pay the costs decreed him by the Court, unless the Government are pleased to take further legal advice in the matter and institute an appeal, but I do not consider it is worthwhile doing so; this man is only a type of the contractors of the country without energy, enterprize, capital, or any professional qualifications and assistance; he took the contract on speculation to see what he could make of it, not at his own risk, for it appears now he has induced others to join him in these proceedings, who have again put him into Court to recover their losses. As soon as he found he would not be allowed to carry on the work in any haphazard kind of way, he did nothing so as to force the Range Officer to take the work out of his hands, and immediately put him into Court for so doing; during the trial he tried to get the item in full for Contingencies, and when he found on my evidence he was not likely to do so, he turned round and declared the whole contract deed was invalid, notwithstanding that he had immediately before tried to get some Rupees 7,500 on it; in fact, the man, like all others of his class in India, had no idea of what a contract was, and only hoped he might, by one means or another, make some thing of it, knowing at the time it was impossible to make any thing out of him.

*the expenses by the
Range Officer*

for

*Proceedings of the Madras Government, Public Works Department,
5th February 1872.*

No. 86.

ORDER THEREON, 5th February 1872. No. 344.

ESTABLISHMENT, No. 4.

IN G. O., No. 2,552, of the 26th October 1870, the Government authorized a suit instituted by a contractor named C. Annandaroyadoo against Mr. Assistant Engineer Hannan in charge of No. 6 Range, Godavery District, for the recovery of a sum of Rupees 5,850-8-9 for work done to the road from Samulcottah to Bendapoody being defended in the first instance at the public expense.

2. From the papers now submitted by the Acting Superintending Engineer of the 1st Division it appears that judgment has been given in favour of the contractor for Rupees 2,341-2-3 on account of work executed, and Rupees 355-15-0 as costs, etc., and the Superintending Engineer requests sanction for charging the latter sum to Contingencies, and also requests permission to appeal against the decision of the Principal Sudr Ameen.

3. Taking all the circumstances into consideration the Government do not think it expedient to carry the case further, and they authorize the costs incurred being adjusted in the manner proposed.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

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

Exd. E. C. Shunker.

SUPERINTENDING ENGINEER'S OFFICE, 1ST DIVISION.
DOWLAISHWARUM, 20th December 1871

No. 2948

From

Major J. F. Fisher R.E.
Acting Superintending Engineer
1st Division

To

Colonel J. Carpendale R.E.

Secretary to Government D. P. W.
MADRAS

*4 Judgement and Decree
with English trans-
lations.*

SIR,
According to para 1 of G.O. No 2552, dated 26th October 1870, I have the honor to forward herewith copy of the judgement passed by the Principal Sudr Ameen at Rajahmundry, with a translation, on the suit filed against the Assistant Engineer in charge No 6 Range Godavery by the Bendapoody Road Contractor, Chendiga Annandaroydoo, together with copies of letters recd to and from the Range Officer.

From the copy of the Decree it will be seen that the total amount decreed against Mr. Hannan is Rs. 2691-13-3. vizt Rs. 2341-2-3 for work done by the Contractor, and Rs. 350-11-0 for expenses by the Range Officer.

for charges incurred by the Contractor in
conducting the suit, plus a sum of Rs. 5-4-0
an account of the issue of a warrant. Rs.
2347-2-3 have been disbursed to the Court
the amount having been debited against
the Current year's grant for the Benda-poor
Road, and for the remainder, vizt. Rs. 355-15-0. ^x Costs incurred
by the Contractor
Sanction of Government is requested, so
that the money may be charged to "Contingencies".

3. Sanction of Government is also requested for
authorizing me to appeal against the Court's
decree, the expenses being charged to "Contingencies".

4. I beg to observe that, the Contractor
has failed entirely to establish any claim
or irregularity against this Department,
but I am compelled to pay the costs decreed
him by the Court, unless the Government
are pleased to take further legal advice
in the matter and institute an appeal,
but I do not consider it is worth while
doing so. this man is only a type of the
Contractors of the Country without energy,
enterprise, capital, or any professional
qualifications.

qualifications and assistance? he took
the Contract on speculation to see what
he could make of it, not at his own risk,
for, it appears now he has induced others
to join him in these proceedings who have
again put him into Court to recover their
losses, as soon as he found he would not be
allowed to carry on the work in any hap-
azard kind of way, he did nothing, so as
to force the Range Officer to take the work
out of his hands, and immediately put
him into Court for so doing, during the
trial he tried to get the item in full for
Contingencies, and when he found on my
evidence, he was not likely to do so, he
turned round and declared the whole Contract
was invalid, notwithstanding that he
had immediately before tried to get
some Rs. 7500 on it, in fact the man
like all others of his Class in India
had no idea of what a Contract was, and
only hoped he might, by one means or
another, make some thing of it, knowing
at

at the time it was impossible to make
any thing out of him.

I have the honor to be

Yours most obedt. servant

Wm. L. Tucker Major M.
1st Lt. Engineer, 1st Division

Dec. 1st 1871

Class

Dec. 344.5 Feb 1/72

Received of the Government
of the United States
the sum of \$100.00
for the purchase of
land in the State of
California. This receipt
is to be used as evidence
in the case of the
Government against the
landowner. The receipt
is to be filed in the
office of the Secretary
of the Interior.

Dec. 1st 1871

To the Secretary

of the Interior

Dec. 1st 1871

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The Plaintiff for the No. 2. work between
Samuel C. C. C.

Handwritten text in a South Indian script, likely Grantha or Tamil, covering the left page of a manuscript. The text is densely written in approximately 25 horizontal lines. A small number '1' is visible in the top left corner. The script is highly stylized and cursive.

Handwritten text in a South Indian script, likely Grantha or Tamil, covering the right page of a manuscript. The text is densely written in approximately 25 horizontal lines. A small number '2' is visible in the top left corner of this page. The script is highly stylized and cursive.

Handwritten text in a cursive script, likely a historical document or manuscript. The text is densely written and covers the majority of the page.

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Court Fees

8 Annas
Stamp

Court
Seal

5th
August
1871

Principal Sudder Amiens Court of
Puducherry

Original Suit

No 34

1870

Plaintiff
Chendiga Mundayar

Defendants
1st J. Hannan Esquire
Assistant Engineer

2nd Mr. Hicken Overman

3rd J. Turner Esquire
1st Engineer

Pleaser
Maderedy Viraswami
Taidu gar

Pleasers
Tarepilly Jhalakritnamagan
for the 1st and 3rd Defendants
Chellapilly Mammullogar
for the 2nd Defendant

This suit is instituted for the recovery
of a sum of Rs. 5850-8-0 with interest due
to Plaintiff on account of certain works con-
tracted by him.

2nd Plaintiff states
That on the 8th December 1869 1st
Defendant stipulated a Contract Bond with
the Plaintiff for the Road work between
Samuleottah

Samulesstah and Bendapoozy and the masonry works thereon, on condition of his spending the whole of the estimated amount vizt Rs 75700 within 3 years in portions within certain or fixed periods and receiving at 10 per cent from the amount of Contingencies provided in the Estimate and that he /the Plaintiff/ was ordered to proceed on with the works.

That on the 20th December 1869, 1st Defendant obtained an Agreement from the Plaintiff to the effect that he should in the first instalment vizt from 10th December 1870 to the end

of March 1871 spend Rs 10000 and in case of failure to do so, he should pay a penalty of Rs 1000. that the Agreement in question was duly forwarded to, and sanction obtained from,

the Superintending Engineer, that he the Plaintiff afterwards having finished 30,128 $\frac{1}{2}$ Gds of earthwork had it checked by the 2nd Defendant.

That while he was engaged on masonry works, the 1st Defendant, being instigated by the 2nd Defendant issued an order to the Plaintiff on the 19th February 1870 directing him to put a stop to the works he had been carrying

carrying on, on which the Plaintiff so prepared the defective works as to be fit for measure. ment and demanded of the 1st Defendant the amount due for the work as detailed in the complaint, the amount of Contingencies of the 1st instalment, the expected profit and the loss he sustained, but the 1st Defendant would not pay him but put him to all sorts of trouble.

3. The Plaintiff in his petition states that the Agreement presented by him to the 1st Defendant was dated 15th January 1870.

4. The 1st Defendant on the other hand, pleads that all points enumerated in the Complaint are not facts, but ^{that} it is true that he had given the Plaintiff a Contract for work on the Road from Samulesstah to Bendapoozy, that the draft Contract Bond was prepared by himself /the 1st Defendant/ and shown to the Plaintiff, and that after he had agreed to the conditions therein mentioned the document was submitted to the Superintending Engineer for sanction, and after its being passed by him, it was duly communicated to the Plaintiff.

Plaintiff; but the Contract Bond was not regularly executed on a stamp paper by the Plaintiff, that as the Plaintiff acted contrary to paras 6 and 7 of his agreement, the Contract was cancelled under the provision in para 8 of the same the work being undertaken by himself; that the whole amount specified in the Complaint is not due to the Plaintiff, but only Rs. 2277.11 as particularized in the Account Particular attached to the Statement, that this amount was offered to the Plaintiff, but he declined to receive it.

5. The 2nd Defendant denies the truth of the allusions made in the Complaint regarding himself.

6. The 3rd Defendant was included in this suit at the request of the Plaintiff as he fills the place of the 1st Defendant when absent on leave, but as the 1st Defendant has since returned, he conducts the defence himself.

7. The following essential points are to be established.

1st Whether the Contract was given on the terms stated by the Plaintiff or on

terms specified in the document presented by the 1st Defendant.

2nd Whether the Plaintiff has acted up to the terms settled by him with the 1st Defendant or failed to do so.

3rd Whether the amount claimed in the Complaint is due to the Plaintiff or not.

8. The fact of the Plaintiff having contracted the Road work mentioned in the Complaint is admitted, but the parties only dispute the conditions on which it was made. Plaintiff alleges that the conditions settled by him with the 1st Defendant were, that he is to receive at 10 per Cent for Contingencies, to deposit 1000 Rs. out of the amount disbursed him, and in case of his failing to finish the work within the stipulated time, to forfeit the amount deposited as penalty, but not, as the 1st Defendant pleads, that he should receive Rs. 3135 for Contingencies, to deposit 1000 Rs. and to have the Contract cancelled in case of failing to complete the work within the stipulated time. The first point is therefore established.

9. Witnesses Nos. 7 and 10 of the Plaintiff depose that the Contract Bond was in the manner described by the Plaintiff and with his

his signature taken from him by the 1st Defendant in their presence. The former is a Jemadar and the latter a Maistry in the above work under the Plaintiff. These witnesses state that the Bond was written in English and that they are ignorant of the language but still they relate the contents thereof and further state that none is explained the contents of the document either as to the Plaintiff or to themselves. When the document had not been executed as it should have been on a proper stamp paper the 1st Defendant would not have got it signed by the Plaintiff. The Plaintiff states that the document was presented to the 1st Defendant on the 15th January 1871. It appears from the 1st Defendant's letter to the Superintendent Engineer the common witness for both parties which in the Plaintiff's application was produced in the Court that the draft Bond, as alluded to in the statement presented by the 1st Defendant was sent for approval on the same day. It is improbable that the Plaintiff should have settled the Contract with the Plaintiff in one way and drafted and forwarded a Bond

with opposite conditions as stated by the Plaintiff. No sufficient cause is shown for the 1st Defendant doing such irregularity. Under the above circumstances I am of opinion that the conditions of the Contract as stated by the Plaintiff are not true.

10 Witnesses Nos 1, 6, 7, 8 and 10 of the Plaintiff state that after a long time the 1st Defendant tore up the Contract Bond and that they were present at the time. But had the 1st Defendant as stated in the foregoing para fabricated another Contract Bond quite contrary to the real one and sent it to his superior, it cannot happen that he should have allowed the original one so long to remain and destroyed it in the presence of so many persons. These witnesses state that the 1st Defendant tore up a paper in his possession stating it to the 2nd witness to be a Contract Bond. Hence they supposed it to be the Contract Bond. But they fail to state what the Contract Bond was about who gave it and to whom it was given. They further state that the 1st Defendant spoke to the above effect to his 2nd witness in English of

of which language they are ignorant. The evidence is therefore not at all satisfactory.

11. The draft Bond alluded to in the 1st Defendant's statement was presented in the Court which was numbered 2 and filed. Witness No 2 of the 1st Defendant states that he prepared the draft of the Contract Bond agreeably to the terms settled by the Plaintiff with the 1st Defendant and explained it to the Plaintiff and that the Plaintiff agreed to the terms therein mentioned. This man is the Accountant of the Range Office. The evidence borne by the 1st Witness is consistent with the above. This man is a Writer of the Office. The common witness for both parties states that the draft Bond was submitted to him by the 1st Defendant for approval and was returned to him duly approved of.

12. The Plaintiff agrees to the terms of Agreement as above described and it is therefore now necessary to judge whether he executed the work according to the conditions therein laid down.

It was agreed that the Plaintiff was bound

bound to execute work to the extent of Rs. 10000 within 3 months and 20 days from 10th December 1869 up to the end of March 1870 and it appears the work the Plaintiff was carrying on was stopped on the 19th February 1870. the Plaintiff therefore had executed the work only 2 months and 9 days, and this work is worth Rs. 2940 9 6 whereas the Plaintiff had to execute work within 3 months and 20 days to the extent of Rs. 10000 and when he has only performed work to the amount of Rs. 2940 9 6 in 2 months and 9 days, it is evident that he could not complete work to the extent of Rs. 7059 1 6 within the remaining portion of time viz 1 month and 11 days. It is stipulated in para 8 of the above mentioned draft Contract Bond, that should the Range Officer find at any time that the Plaintiff does not proceed with the work with such activity and satisfaction as to ensure an outturn of work for Rs. 10000 within the first instalment vizt within the end of March 1870, the Contract is to be cancelled and the work to be resumed by Government.

The

13. The Plaintiff declares that in his attempt to clear passage for the Road, he had with the sanction of the 1st Defendant, cut some red gram crops then standing ^{in fields} for which he was prosecuted by the owners before the Sub Magistrate of Cocanada in whose Cutcherry he had to stay a month during which period the work had suffered. The 1st Defendant avers that the prosecution was a fact but denies the Plaintiff having remained so long in the Sub Magistrate's Cutcherry for it. Even supposing the Plaintiff had remained so long as stated by him in the Sub Magistrate's Cutcherry it would not have impeded the work which was conducted by his Jumnastars &c and it does not appear that he was put in such a confinement during the period as to prevent him from conversations with others. The site of the Road work is not very far from Cocanada and he could therefore have sent for the Jumnastars occasionally enquired into the state of the work and issued the

the necessary instructions to them about it; or if funds were needed, the first Defendant, if requested by the Plaintiff, would have supplied the Plaintiff's Jumnastars with it; and in face of so many facilities, the Plaintiff's assertion that the work was impeded by his absence cannot be admitted. From the very accounts submitted by him, it appears that disbursements were made by him to petty Contractors during the period. If the Plaintiff's above statement be perhaps taken for a proper case, no evidence whatever was produced to show how long he was necessitated to remain in the Sub Magistrate's Cutcherry. From the documents marked E & F produced as copies of the Sub Magistrate's decisions in the aforesaid case, it appears that he passed the decision on the 7th January 1870, but no written evidence to prove when the Plaintiff appeared before the Sub Magistrate. The Plaintiff further states that out of the laborers engaged on his Road work, two were taken away by the 2nd Defendant for some other work, which and another

act of the 2nd Defendant in refusing when asked to go and lay out the bridge work for workmen, have hindered the progress of work to some extent, and some of his witnesses give evidence to prove this point. But had this statement been true the Plaintiff would have preferred his Complaint to the 2nd Defendant's Superior Officer but it does not at all appear to have been done.

15. It appears from the evidence of the 1st Defendant's 3rd witness, who is an overseer under him and who examined the Road work in obedience to his orders that the Bridge No 1 in his Plan has been built one foot less in height than was provided in the Plan; the 1st Defendant states the bridge should have been 15 feet high according to the figures put in the plan, but the Plaintiff argues that he had it 14 feet high according to the scale and it is proved by the evidence of this and the 4th witnesses, who are professional people, that with regard to dimensions in plan figures

figures are to be attached to in preference to scale which is unimportant, and the Plaintiff entirely failed to prove the contrary. It is argued on behalf of Plaintiff that as witness No 3 is a party to the case, no weight should be attached to his evidence, but as from the very complaint it is evident that he had no interest whatever in the result of this case, he cannot be regarded as an inadmissible witness.

16. It appears from his evidence that as the Plaintiff was carrying on the work slowly and irregularly, he had often reprimanded him for it.

17. The amount due to the Plaintiff should now be considered: he claims Rs. 2353.12.8 for 30,128 Cys of earth work at Rs. 1.3 per Cys as per Contract. The 1st Defendant admits the quantity of earth work, but pleads, that as the Plaintiff had failed to level the Road and slope its sides, these two sorts of work were expended by him on behalf of Government, which cost

Cost at 3 pie da yard, which being deducted
from the above sum, leaves only Rs. 1883-00-00
due to Plaintiff and the Plaintiff tries
to prove by evidence from his witnesses
that slopes were duly completed for the work
before the stoppage order was received
by him from the 1st Defendant, but
I cannot believe this statement for
it is usual in Road work to go on plaining
earth at first and carry on at intervals
of the levelling and sloping operations after-
wards and it cannot therefore be supposed
that when the work was suddenly put to
stop to on receipt of orders from the
1st Defendant the Road could have received
throughout its whole length the necessary
levelling, smoothing and sloping and the
Plaintiff has not proved that the levelling
and smoothing works were complete before
that time, but also admitted in his com-
plaint that some work was incomplete
at the time of stoppage. These two facts
of work, the 1st Defendant had afterwards

to complete and from the evidence given
by the 1st Defendant & witness the Queen
who conducted these works, it is proved that
the aforesaid two descriptions of work cost
3 pie per yard. The Plaintiff states in his
Complaint that he had subsequently got the
incomplete work finished, but failed to prove
it and it appears from the evidence given
by the 7th witness of the Plaintiff, who was
employed as a gunista by the Plaintiff, on
the Road work, that after receipt of stoppage
order, no work was executed on the Road.
The Plaintiff claims Rs. 185-2-2 for
cutting jungle and the 1st Defendant states
that for 3 miles of jungle cleared by the Plaintiff
at Rs. 148-5-0 for 20 1/2 miles of jungle at the rate
allowed in the Estimate Rs. 57-14-4 are only
due to the Plaintiff. At the commencement
of the Road the line pointed out by the 1st Defen-
dant was cleared by the Plaintiff and the 1st
Defendant afterwards cancelled that line
and showed him another which was also
cleared by the Plaintiff. The above mentioned
sum Rs. 185-2-2 includes the cost of Rs. 53-11-0
for the wrong line and it is clear from the evidence
of the 1st Defendant's 3d witness that a wrong
line was shown the Plaintiff and that he has
cut the jungle in it and also that it would
cost him 40 or 50 Rupees. It is just to pay
him

him (Plaintiff) the cost of the wrong line and he has no claim for more than what is stated by the 1st Defendant for the remaining part of jungle cutting. Vizt Rs: 57-14-4 because it comes only to so much for 8 miles cut by him at Rs: 148-5-8 for 20 1/2 miles.

19. The Plaintiff also claims Rs: 360-8-2 for masonry work &c. executed by him; this amount includes Rs: 8 for value of stamp presented by him to the 1st Defendant in account of Contract Bond to be written on. No reply is received from the 1st Defendant regarding the stamp, but it was presented in the Court by him through his 1st witness. The 1st Defendant states that for the work above stated, Rs: 375-14-1 are due to the Plaintiff from which sum, Rs: 99-8-1 should be deducted for Chinam and stone supplied to the Plaintiff and the balance, Rs: 296-9-0 is due to him; and the Plaintiff does not deny having received stone &c. from the 1st Defendant. The fact of this supply is proved by the evidence of the 2nd witness of the 1st Defendant and that of the 9th witness of the Plaintiff and also by an account bearing the signature of the Plaintiff himself and his Jumasta the 7th witness on his behalf.

20. The Plaintiff also claims the amount of fine, vizt Rs: 50 inflicted on him by the Magistrate in the two charges preferred against him and also Rs: 10-13-0 the expenses he incurred on

in that account for paying Salta &c. to witnesses the 1st Defendant agrees to pay him Rs: 50 on account of fine and the Plaintiff produced no evidence to prove the other items of his costs.

21. The Plaintiff claims Rs: 1411-14-1 the profit he would get if he had completed the work in the first year and also Rs: 1000 for Contingencies, as the Plaintiff has failed to carry on the work according to the terms stipulated in the Contract, he is ^{not} entitled to any profit. It is stated as a condition in the draft Contract Bond, that if the Plaintiff should complete the whole road work in accordance with the requirements of the Contract Bond, he should receive Rs: 3135 for Contingencies; and for the very reasons above mentioned, the Plaintiff is not entitled to any Contingencies.

22. The Plaintiff pleads that the amount of Rs: 498-6-8, which he had advanced to contractors, should be made good by the 1st Defendant. The Plaintiff should recover this money himself from the Contractors, but the 1st Defendant is not responsible for this.

23. For the reasons above enumerated, it is decreed that out of the amount claimed by Plaintiff, the 1st Defendant should pay him Rs: 2341-2-3 with costs in proportion to it, and the claim of the Plaintiff for the remainder is disallowed.

disallowed. The Plaintiff should bear the costs
incurred by the 1st Defendant for the amount
disallowed to the Plaintiff in proportion. The
2nd Defendant is excluded from this suit
altogether and the costs incurred by him should
be repaid to him by the Plaintiff. The stamp
paper delivered into the Court by the 1st witness
of the 1st Defendant should be returned to
the Plaintiff.

(Dated 25th September 1871.)

/ Signed / S. Rangiah

Principal Sudder Ameen

/ Signed / K. Narsimharao

Deputy Sudder

(True Copy)

/ Signed / J. Hannan

Assistant Engineer J.C.

(True Translation)

W. H. Tucker Major R.M.

A. & S. Engineer 1st Division

P. H. 6137/11

N. 266

N. VI Range Office G. D. 26
Samuelcottah
15th November 1871

From The Assistant Engineer
in charge No 6 Range G. D. 26
To The Superintending Engineer
1st Division

Sir: I have the honor to forward
for your perusal, copy of the judgment
passed by the Principal Sudder Ameen Court
Rajahmundry in the suit filed against me
by Bendapady road Contractor Chundiga
Amundaroydos. The Court while recognizing
the Plaintiff's claim for the same amount
as I first offered him in all respects except
in the item "clearing jungle" for which an ad-
ditional sum of Rupees 53-10-4 is allowed
has awarded him the proportionate costs
on the amount decreed for. The one mile
of clearing in the wrong line which the plain-
tiff has done, has been included in the 8
miles clearing between Samuelcottah and
Pettapur for which I first offered the
Plaintiff Rupees 57-14-4 a sum calculated
at.

2287-7-11

at Estimated rate, hence the Plaintiff is not in my opinion entitled to any additional remuneration under this item as the Court has held. I am at a loss to know under what circumstances the Court has awarded to Plaintiff the costs incurred by him I therefore request you will be good enough to authorize me to appeal against the Court's decree or to obtain permission from Government to pay the costs viz Rupees 350-11-"

Yours Very Truly

W. J. Haman
Assistant Engineer Gody Dist.

(True Copy)

W. J. Haman, Major R.E.

As. Superintendent Engineer

+ Unpaid balance of the value of work 1159-1-1
Costs 355-15-"
1878-1-1

10278 Camp Samulstak
From The Officer in Charge
to Mr. Rajahmundry Range
Godavari.
To The Superintending Engineer
1st Division

Dated 20th November 1871

Subject
This Office letter No 266 dated 13th Instant
begs to state, in continuation
of the above letter that the Court having
issued a second warrant for the amount
awarded to Bendapoori Road Contractor
C. Sumanarayana, a cheque has been
given for Rupees 1515-11-1 as per margin,
Rupees 1159-1-1 having been debited to the
Road Estimate, and to request permission
for charging the balance Rs. 355-15-11 to
the

annexed
5th Nov

to the Board "Miscellaneous Addresses"
pending the final decision of the case
in appeal. I signed J. Hannan

Witness my hand and seal
this 12th day of June 1888

J. Hannan
J. Hannan, Esq.,
Engineer & D.

(True Copy)

Wm. L. Tucker Major R.E.
1st Regt Engineer, 1st Division

Memo of the amount due to Contractor Chendrag Annadasa-
-yoodoo for work done by him on the Pundafody road part
of which was first offered to him

Particulars

21 Amount

30128 $\frac{9}{16}$	Cyds Bartherwork work @	per Cyd.	1883 - 7
86 $\frac{42}{54}$	Cyds Roughstone in chumam @	Rd. 4 per Cyd.	347 - 10 - 1
15 $\frac{1}{2}$	D. Roughstone packing @	Rd. 1 - 5 - D.	23 - 4 -
			<u>370 - 14 - 1</u>

Deduct Value of Materials supplied ————— ⁹⁹⁻⁵¹ 271 9

320 Cords Earthwork for excavating foundations @ 1-2 per C. '25 -
8 Miles clearing Junco @ Rs 148-5-9 for 20 1/2 Miles } 57 14

Amount. ^{allowed in the Estimate} ~~£~~ fine imposed on Anumdarayoodoo by Co-
Quada Sub Magistrate for cutting Crops in } 50 "
the Quam lands without the Owners consent

Total Amount due & Offered 22877

Amount awarded by Court.

2287.7

Amount awarded by J. C. 227.7
Value of work as per particular above given
Additional amount allowed for clearing one mile of timber } 59 10
2841 2.

in the wrong line ————— 350 11
Proportional costs incurred by Plaintiff on the above sum ————— 269 13
Total Amount decreed: —————

Samuel H. H. H. H.
13th November 1871

1 True Copy
Wm. H. Tucker Major R.E.
Asst. Superintendent Engineer

No 2708

Supr Engineer's Office
Dowd's case 27th Nov 1871

Memo

No 266 and 276 dated
13th and 20th Nov 1871

With reference to his letter
as per margin, the Assistant Engineer in
charge of Range Goswami is informed
that the amount decreed by the Principal Supt
Amien on account of charges incurred by the
Bendapoor Road Contractor is Rs: 350-11-0

* Vide Range Office where
Docket No 276 dated
20th November 1871

where as the money states to have been paid
on the same account is Rs: 355-15-0
Mr Hannan will be so good as to inform
this office which of these two items is correct

2. It is observed from the above letters
that Rs: 1159-1-1 only have been disbursed
to the Court in adjustment of the Rs: 2341-2-3
awarded by it for work done by the Contractor.
If this be the case, the Assistant Engineer
will state when he intends paying the balance

3. Mr Hannan's attention is drawn
to para 1 of J.O. No 332 dated 26th October 1871
from which it will be seen that he is not
empowered to disburse the amount of charges
incurred by the Contractor from Government
funds without first obtaining the necessary
sanction

P. M. 6137/71

Sanction of Government for so doing

W. T. Fischer Major R.E.

A. & S. Engineer 1st Division

(True Copy)

W. T. Fischer Major R.E.

A. & S. Engineer 1st Division

Camp Rajahmundry
No. 299

From the Officer in charge
No. 60 Rajahmundry
Range Godavari
To the Superintending Engineer
1st Division

Dated 5th December 1871
Received

Enclosures

Subject

Your Memo No. 2708 dated
1st December 1871.

Bees to state with reference
to para 1 of the above Memo,
that the Court Costs allowed
in the decree are Rupees 350/11/-
but the warrant was issued
for Rupees 355-15-0 which
included Rupees 5-4-0

Recd

[Faint handwritten text in Telugu script, mostly illegible due to fading and bleed-through from the reverse side.]

12

Court Fees, 200/- 20 October

[Handwritten text in Telugu script, including a signature and various notes.]

[Handwritten text in Telugu script, continuing the notes or signature block.]

Court Fees

1 Rupee
Stamp

Court
Seal

20th Oct
1871

20

Decree passed by the Principal Sudder Ameen's
Court of the Rajahmundry Zillah.
Present. Saminany Rangiah Naidero
Principal Sudder Ameen
Original Suit No 34 of 1870.

Plaintiff

Chenwiga Annandayodoo
Pleaser Masereed Vira =
Swamy Naiderogan

Versus

Defendants

1st J. Hannan Esquire
Assistant Engineer.

2nd Mr. Hicken Overseer.

3rd J. J. Turner Esquire
Assistant Engineer.

Sarabilly Gopalkrishnamahya
Pleaser for the 1st and 3rd

Defendants.

Challabilly Hanumanloga
Pleaser for the 2nd Defendant.

This suit has been lodged for the recovery
of sum of Rupees 5850.8.9 with interest
on account of certain Road works &c. expended
by the Plaintiff on Contract.

After examining the records connect-
ed with this suit it is decreed that out
of the amount claimed for by the Plaintiff,
Rupees 2341.2.3 with Costs in proportion
to be paid to the Plaintiff and the remainder
of his claim to be struck off. — The

The Plaintiff should therefore pay the 1st Defendant costs incurred by the latter for the amount so struck off.

The 2nd Defendant is excluded from the suit. His costs to be borne by the Plaintiff.

The stamp paper presented in the Court by the 1st witness of the 1st Defendant is to be returned to the Plaintiff.

Out of the Amount claimed by the Plaintiff } 2341-2-3
the decreed amount is ———

Add:

Costs incurred by the Plaintiff.

Value of the stamp of Complaint — 317-4-4

— Do — Do — Power of Attorney — " — 8-4

— Do — Do — for Petitions — 7-3-4

Batta to Common Pleas — 17-8-4

— Do — to Witnesses — 219-4-6

Fees to Pleaders — 267-4-4

828-7-6

Deduct

Value of stamp paper to be borne by the Plaintiff in proportion to the amount disallowed him — 170-4-4

Pleaders fees — 149-15-3

319-15-3

508-8-3

2849-10-6

From which

Deduct Costs incurred by the 1st Defendant.

Value of the stamp for Power of Attorney — " — 8-4

— Do — Do — of Petitions — 2-10-4

— Do — Do — of a Statement — " — 8-4

Batta to Common Pleas — 4-4-4

Pleaders fees — 267-4-4

274-14-4

2849-10-6

Brought over — 274-14-4 2849-10-6
Minus the Pleaders fees to be borne by the 1st Defendant in proportion to the amount lost by him — 117-4-9 } 157-13-3

Net Amount — 2691-13-3

to be paid by the 1st Defendant to the Plaintiff.

Costs incurred by the 2nd Defendant.

Value of the stamp for Power of Attorney — 8-4

— Do — Do — of a Statement — 8-4

— Do — Do — of a Petition — 1-4

— Do — Do — of a Petition — 1-4

Pleaders fees — 267-4-4

268-1-4

to be paid by the Plaintiff to the 2nd Defendant.

Dated 25th September 1871.

Note to process will be taken for enforcement of this decree unless some Complaint has been made to the Court within three years previous to applying for such enforcement.

Signed / S. Rangiah

Principal Suder Ameen

(True Copy)

Signed / K. Kuroimbaroo

seristadar

(True Copy)

Signed / J. Hannan

Chief Engineer J.C.

(True Translation)

Signed / Major R.L.

12th Division

J. H. Dept
No. 344 dated 18th Nov 1855

Proceedings of the Madras Government
Under date the 1st January 1856
Read the following

From the Secy to the Govt 1st Decr 1855 / J. H. Dept 18th Nov 1855

In P. O. No.
2552 of the 26th October 1855
the Government authorize
a suit instituted by a
Contractor named
Q. Anandamayadloo
against Mr. Assistant
Magistrate Thammam in charge
of No. 6. Range Gadavay
District for the recovery
of a sum of Rs. 585
for work done to the
road

U. N. V. 1855 / 11
1855-56 / 12 / 11

Enclosure in
a letter No. 2940
dated 12th Decr 1855
from the Secy to the Govt
to the Secy to the Govt
to the Secy to the Govt
to the Secy to the Govt

road from Samulcottah to
Bendapoochy being defended
in the first instance at the
Public expense.

From the papers
now submitted by the
Acting Superintending
Engineer of the 1st Division
it appears that judgment
has been given in favor of
the Contractor for Rs. 2341.2.3,
on account of work execu-
ted, and Rs. 355.15...
as costs &c and the Sup^y
Engineer requests sanction
for charging the latter sum
to Contingencies, and also
requests permission to
appeal against the decision
of the Principal Secy

Answer.

23
Taking all the
circumstances into con-
sideration the Govern-
ment do not think
it expedient to carry the
case further, and they
authorize the costs in-
curred being adjusted
in the manner proposed.

H. B. Law

25/a
The Sup^y Engr. 1st Div
" Controller. P. W. Accounts.

Desps. 6/2/72

2/6/37

Gobt. of 1872 Madras.
PUBLIC WORKS.

To the Chief Superintending Engineer
1st Division

Date:

Recd.

Encl 5

G. O. 5th Feby 1872, No. 344.

Nos. 857 & 858

Sub. The Comm. Rs. 555-89
incurred in the defence of the
trip instituted by a Contractor
against Mr. A. P. S. S. S. S.
for the recovery Rs. 555-89 for
work done at the land from
Sankarathah to Bendapooda
authorized the charge &
contingencies.