

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No.	289 A.	Press
B.P. No.		Mis.
Dated	5 - 2	C874
		-195-

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
5th February 1874.*

No. 111A. Read the following letter from J. O'SHAUGHNESSY, Esq.,
Executive Engineer in charge of Tanjore District, to Colonel G. W.
WALKER, R.E., Secretary to Government, Public Works Department,
dated Camp at Sheally, 24th January 1874, No. 1,003:—

I HAVE the honour to forward copy of a plaint filed by a Contractor named

1 Copy of Plaint and Draft Defence,

1 Copy of the Comparative Statement of work
done on the south bank of the Nundalaur.

Mukasawmyien against this department, in the Sub-Judge's Court at
Tranquebar, for the recovery of Rupees
165-9-0 claimed for work said to have

been done in excess of what has been paid, for repairing a portion of the Nundalaur
bank estimated to cost Rupees 1,100.

2. The case came on for hearing on the 10th November last; it was then
postponed to the 8th of January, when the hearing was further deferred to the 12th
of February next to enable me to obtain the orders of Government as to the
defence.

3. I have written against the different clauses of the plaint; the answers I
propose to make to them. I have reason to suppose they will be sufficient to ensure
the dismissal of the suit, and I request the authority of Government to defend it.

No. 111B. ORDER THEREON, 5th February 1874, No. 289A.

ESTABLISHMENT, No. 6A.

THE defence of this suit is authorized
at the public expense in the first instance;
but final orders will be passed on the

receipt of the judgment of the Court, which should be submitted in due course.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer, Tanjore.

„ Officiating Controller of Public Works Accounts.

Exd. E. C. Shunker.
Spare Copies

128
Court of the Subordinate Judge
of North Bangalore. Suit No 580
of 1873.

Plaintiff

Defendants

Muttarajyer En.
Tratto residing at
Parasuramayanuram
Taluk

I Acharyaswamy Esquire
Executive Engineer D.H.
a. D. Joseph Pillay
Surver D.H.

Copy of Plaintiff

Proposed Defence

1. On the 17th October 1871
I took a Contract from
2nd Defendant
for repairing bunds
= land South bank
and settlement with
an Estimate of
Rs 1100, giving a
Mukhila that I
would complete
the work within the
15th June 1872 and I
obtained a Copy of
the Estimate.

Admitted.

The first Defendant inspected the work on the 30 March 1873 with the Contractor who pointed out certain hollows which he said were pits that were ^{not} measured or paid for. The first defendant could not possibly measure what were said to have been pits and from his enquiries on the spot and his inspection of the bank he came to the conclusion that the Contractor had been fully paid for the quantity of work executed and he informed the Contractor in writing of his decision. The Contractor appealed to the District Engineer and the District Engineer concurred with the 1st Defendant and approved of his decision. The District Engineer's decision was in writing also, and was communicated to the Contractor.

After the water subsided having requested the 1st Defendant to measure the above 2650 yards of pits. he gave an endorsement on the 18th March 1873 stating that he will inspect the work shortly and give final orders but he has not done so.

By some mistake the work was entered in the Range Progress Reports as completed by the end of June, but subsequent Enquiry shows that it was not, about half the work was executed in March 1872 and this was measured and paid for in that month. When the work was finally measured on the 7th December 1872 all pits that could possibly be measured were measured and where pits could not be measured the Earth said to have been taken from them was measured on the bank, the remainder of the work was measured with the concurrence of the Contractor, the work executed was paid for & a receipt in full of all demands received from the Contractor.

2. I completed the above work within the time specified in the Bill of Materials and requested Mr. Stephens (who was then doing the duty of the first Defendant) and the 2nd defendant to measure the work, and to pay for it. They on the 7th November 1872 measured the work. When certain pits which had been dug in jungle fields, channels and in river edges having been submerged under water, the remainder of the work was measured & paid for.

The total quantity of
 Earthwork estimated for
 was 12,910 $\frac{3}{8}$ - The quantity
 by, said for is 10,500, so that
 the Contractors demands
 are considerable in ex-
 -cess even of the estimate.
 An Abstract of the Estimate
 and work, said for is at-
 -tached and it will be
 seen that the Contractor
 has simply deducted
 the amount he received,
 from the total of the
 Estimate, and claims
 the difference. The 2650
 Cubic Yards in his claim
 is simply an arbitrary
 quantity made to cor-
 -respond with the balance
 which he claims, there
 is nothing but his bare
 assertion that the work
 executed has been ^{less} correctly
 measured and fully
 paid for. while there is
 the evidence of the
 Supervisor & moreover
 that it was correctly
 measured; The first
 defendant is
 also

4- I therefore request that
 Judgment may be
 passed for the recovery
 of Rs 165.9-0 with Costs
 being the value of the
 above 2650 Cubic Yds
 of Earth from the defend-
 -ants.

also of this opinion.
 It should be noticed
 that the Contractor has in-
 -cluded in his claim a
 sum of Rs 48-15-0 allowed
 in the Estimate for superin-
 -tendence and Sundries
 which as an old Con-
 -tractor he well knows is
 seldom or never paid
 thro' Contractors and in
 this instance Rs 32-9-3
 was paid departmental-
 -ly and not included in
 the Contractors Bills.
 There can be little
 or no doubt that the claim
 will be dismissed.

District Engineer's Office
 Sheally 24 January 1874

W. H. Murphy
 Executive Engineer in charge
 of Lower District

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Sanctioned - on the 22nd September 1871
Comparative Statement of the Estimate
and Measurements of the work.

	Estimated.						Measured.									
Earthwork Cubic Yds.	129	16	5	"	1	"	807	4	7	10809	"	1	"	675	9	"
Rollerspunning Yds.	216	"	5	"			67	8	"	238	"	5	"	74	6	"
Reinforcement Pgs. Yds.	832	"	3	"			156	"	"	866	"	3	"	162	6	"
Pgs.	216	"	1	6			20	4	"	238	"	1	6	22	5	"
							1051	0	7	Paid to Contractor	934			10		
Sundries							48	15	5	Paid for superintendence & departmentally	32			9	3	
Total Rupees	1100	"	"							Total payments	967			3	3	

Enclosed in a letter
from the Secretary
Superintendent of
Carriage Buid, & the
Secretary to Court,
Otho Williams
dated 21 January 1874

Copy of Receipt
And Reference

P.M. 523/94

No 1003 District Engineer's Office
Camp Meally 24 January 1874.

Wm J. O'Shaughnessy Esquire
Executive Engineer in charge of
Irrigation District

To Colonel G. W. Walker A.B.
Secretary to Government
P. W. D.

Sir/
I have the honor to forward
Enclosure 2. Copy of a Plaint filed by a
1. Copy of Plaintiff Contractor named M. K. Sanyal
for damages against this Department in the
1. Copy of the
Complaint
submitted by
M. K. Sanyal
on the 1st Decr
of the present year.
for the recovery of Rs 166.9-0 claimed
for work said to have been done
in excess of what has been paid,
for repairing a portion of the
Mundlaun bank Estimated to
Cost Rs 1100.

The case came on for hearing on the 10th November last. It was then postponed to the 8th of January when the hearing was further deferred to the 12th of February next.

Believe in a letter
from the Centurie for
exchange of English
with the Secretary to
about 1750 to 1800
dated 24th January 1844.

$\frac{6.9 \times 10^{23}}{2}$

*Copy of the Complaint
for breach of trust
done by the Hunda-
Lance Southland-
Cottine & me.*

next to enable me to obtain the
Orders of Government as to the
defence.

I have written against
the different clauses of the Plaintiff
the answers I propose to make
to them. I have reason to suppose
they will be sufficient to ensure
the dismissal of the suit and I
request the authority of Govern-
ment to defend it.

I have the honor to be
Sir
Your most obedient Servant

W. H. W. W.
Executive Engineer in charge of
Siam District.

D.

1874 10 Depart
No. 289 of 5 Feb
from A: 523.

The Executive Engineer
in charge of
Tanjore Dist.

To the Secretary of Govt.
P.W.D.

Dated 26th January
Recd 28th 1874
En: 2.

No. 1003

Reporting on a Civil
suit by a Contractor
against the Dept.
to recover certain
sum of money.

No. 289 of 5 Feb 1874

No. 111 A

20/1/74

No. 289 of 5 Feb

P. W. D.

Proceedings of the Madras Government,
Under date the January 1874.

Read the following:—

From the Executive Engineer
in charge of Tanjore Dist.

(Hereafter No. 1003 of 26th Jan 1874)

The despatch of this

suit is authorized at the
public expense in the first
instance, but final orders

will be passed on the receipt
of the judgment of the
Court which should be sub-
mitted in due course.

Y.M.W.

No. 2
4/2

A letter from your son
is on our hands
is a narrative from
the place

The District Eng. Tanjore
5th Controller P.W.D.

30
2

In-s. despatch to 26th Jan 5/2/74
P.C. to all 3/3/74

C/1523 ★
Govt. of Madras
PUBLIC WORKS.

To The District Engineer
Bangalore

Dated

Recd.

Encl. 2

G. O. 5 *Relays*, No. 289 A

Mos. 111 A 4111 B

Dist. Authority framed

for the defence of the bank
instituted by a Contractor
for the recovery of ~~Rs. 155-9-0~~
Rs. 155-9-0 for work done
on a portion of the Munda-
laur bank, Bangalore.