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MADRAS RECORD OFFICE

Government of Madras

Public Works

DEPARTMENT

G.O. No.	3047	Press
B.P. No.		Mis.
Dated	27-10-	195

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
27th October 1874.*

No. 563. Read the following letter from W. S. HARRINGTON, Esq., District Engineer, Malabar, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Nellumboor, 10th October 1874, No. 140:—

In forwarding the papers as per margin, in connection with a suit brought against Mr. Assistant Engineer Grimes,

1. Copy of letter from Mr. Grimes, No. 772, in charge of the Palghaut Range, by a dated 7th August 1874.
2. Copy of Summons received by Mr. Grimes. Contractor "Tharamal Syed Coonjalen,"
3. Copy of letter from Mr. Grimes, No. 986, I have the honor to request sanction for dated 26th September 1874.
4. Copy of Complaint. the employment of the Vakil to defend the case, who has been engaged by Mr.

Grimes as stated in the "postscript" to his letter, No. 986. In my No. 162, dated 15th August last, I intimated to Mr. Grimes that he was not to defend the case till the permission of Government was obtained, and also quoted the rules regarding it, but he appears to have used his own discretion in employing a Vakil before obtaining sanction.

No. 564. ORDER THEREON, 27th October 1874, No. 3,047.

ESTABLISHMENT, No. 48.

As Mr. Grimes has contravened the instructions of Government with respect to the defence of suits, orders on the question of cost in this case will be deferred till the result is reported, accompanied by a copy of the judgment. The draft answer filed in reply to the plaint has not been submitted as required by paragraph 5 of Chapter XIII. of the Code. The District Engineer will adopt measures for ensuring that the orders of Government respecting defence of suits are understood by all officers and subordinates in the Malabar District.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer, Malabar.
" Officiating Controller of Public Works Accounts.

Exd. S. T. Austin:
Spare Copies

Palghat Range Office
N. 772. Palghat 7 August 1874.

The District Engineer
Katabar
Calicut

Sir,

In forwarding a copy of a summons, I have the honor to inform you that at the time mentioned (April 1871) I was in charge of the Range, as far as I remember at present, I made no contract. The man was employed, I think as a petty contractor, under the Quereen, and that he was paid for all he did.

In anticipation of your approval I have ordered a Vakil to be engaged to get a copy of the plaint and to find out all the particulars of the claim & as they are not plainly shown in the summons.

I request you will be pleased to furnish Quereen Pedanootta with a copy of the summons, as he was the Quereen in charge of the Ponany Taluk in April 1871, he will know all about it, and order his attendance at the Court on the day appointed. He gave over charge of the Ponany Taluk to Quereen Reardon since dismissed the Department,

Palghat Range Office
No. 772. Palghat 7 August 1874.

To
The District Engineer
Katabar
Calicut

Sir,

In forwarding a copy of a summons, I have the honor to inform you that at the time mentioned (April 1871) I was in charge of the Range, as far as I remember at present, I made no contract. The man was employed, I think as a petty contractor under the Quereur, and that he was paid for all he did.

In anticipation of your approval I have ordered a Vakil to be engaged to get a copy of the plaint and to find out all the particulars of the claim & as they are not plainly shown in the summons.

I request you will be pleased to furnish Quereur Pedamottor with a copy of the summons, as he was the Quereur in charge of the Ponany Taluq in April 1871, he will know all about it, and order his attendance at the Court on the day appointed. He gave over charge of the Ponany Taluq to Quereur Reardon since dismissed the Department,

Department, and now I believe employed
by the Municipality of Madras: he also
should be brought as a witness.

I also request you will be pleased
to send me a copy of the latest G. O.
giving instructions how a suit should be
defended.

I have &c
W. J. Grimes
Asst. Engineer D. P. W.

Summons
Under Sections 41 and 43
In the District Munsiff's Court Tutnac
Original Suit No. 193 of 1874
Tharainal Seyed Koonjoleen Plaintiff
Mr. Grimes Asst. Engineer
residing in Sultanpatti in Palghat } 2nd Defendant
and others.

Summons to above mentioned
Defendant. Whereas the above mentioned
Plaintiff has instituted a suit in this
Court against you, of which the particulars
are hereunder specified, you are hereby
summoned to appear in this Court on
Tuesday the 18th August 1874 at 10 o'clock
in the forenoon in person or by pleader
of the Court duly instructed & able to

answer all material questions relating
to the suit or who shall be accompanied
by some other person able to answer all
such questions, to answer the said plain-
tiff, and for the settlement of issues; and
you are hereby required to take notice that
in default of your appearance on the
day before mentioned, the suit will be
heard and determined in your absence,
and you will bring with you, or send
by your agent any document on which
you intend to rely in support of your
defense.

[True copy]
W. Shungara Nair
District Munsiff

Particulars of claim.
For recovery of Rs. 600 payable by the
defendant to the Plaintiff for work done
under a contract by the Plaintiff for the
defendant at his request in April 1871.

Per my
3rd August 1874 [True copy]
W. J. Grimes
Asst. Engineer D. P. W.

[True copy]
W. Shungara Nair
District Munsiff

N^o 986.

To.

The District Engineer
of Malabar.

Sir,

With reference to your
letter N^o 162 of the 15th August 1874 I have
the honor to forward a translation of
the plaint.

The 1st Defendant/overseer
Vedamootoo/ denies having made
any such contract with the plaintiff,
and I am perfectly satisfied, and
have documentary evidence to prove,
that the plaintiff has been paid for
all he did. The case will be tried
on Monday the 19th October 1874 at the
Munsif's Court Ponany.

I have &c.

Sugadipuram
26/9/74.

Signed/ J. Grimes
Assistant Engineer

P.S.

I have been obliged to engage a
Hakell to get a copy of the plaint &c.

(True copy)

(Initialed) J. G.

W. Harrison

D. Ensign Malabar

Rs. 727 Oct 1/74
In M. No. 363
J. G. 6/54/74.

The District Munsiff Court Hubliad

Sharamat Sibt. Benjollin of
Cannara Mangalam Hisharion Plaintiff
Irrigation Engineer, Cannara
1. Oversee Kedarappa residing
in Cannara Cantonment
of North Malabar
2. Mr. James Spistart Engineer, defend
in charge of Palghat Walluvand and
and Panany Taluqs & residing at
Sultanpetta of Palghat Taluq

Complaint under Section 26 of Civil
Procedure Code.

A verbal contract was made
between the first Defendant the then
oversee, and the Plaintiff from Panany
Channay & Dungalow in April 1891 and
thereby the first Defendant binding himself
to pay the plaintiff at the following rates
for the following works to be executed
on the new road from Edappail to Govt.
Mysore starting north from the Northern
boundary of the Paramba of Shiah Kol.
Kathar & Roy to the limit of the piece
of land irrigated by Poinjary Kallapil
Parangodun Sais to a breadth 18 ft broad
with side drains $1\frac{1}{2}$ feet broad $\frac{3}{4}$ feet
deep catch drains $4\frac{1}{2}$ feet broad $1\frac{1}{2}$ feet
deep, Surfing the raised portion of
the

[Faint handwritten notes and signatures on the left page, including a date stamp: 1891. 27. 6. 1891]

The District Munsiff's Court, Hubli

Tharamat Srid. Gajjolin of
Cormaramangaluru, Kshatriya, Plaintiff.

1. Oversee, Kadamattor, residing
in Cannanore Cantonment,
of North Malabar.

2. Mr. James Spistart, Engineer, Defendant
in charge of Palghat Walluramad and
and Ponary Taluqs & residing at
Sultanpetta of Palghat Taluq.

Complaint under Section 26 of Civil
Procedure Code.

A verbal contract was made
between the first Defendant the then
oversee, and the Plaintiff from Ponary
Channay & Dungalow in April 1891, and
thereby the first Defendant binding himself
to pay the plaintiff at the following rates
for the following works to be executed
on the new road from Edappail to Coor-
thipuram starting north from the Northern
boundary of the Paramba of Shiah Kol-
lathar to Koya to the limit of the piece
of land irrigated by Poinjary Vallapil
Parangodun lake to a breadth 18 ft broad
with side drains $1\frac{1}{2}$ feet broad $\frac{3}{4}$ feet
deep, catch drains $4\frac{1}{2}$ feet broad $1\frac{1}{2}$ feet
deep, surfacing the raised portion of
the

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the road and for removing and putting
earth where ever necessary. The rates
were $1\frac{1}{2}$ as per cyd of earth worth 2 annas
per cyd of gravelling & as per blasting
and removing rock and b. fies. for
syds of blasting. It was also agreed
to pay the Plaintiff for suit man bet
of coolies as are required to clear the
jungle at 4 as each (amount Rs 100/
with sundries &c at the rate of 5 per
cent and in default to pay the usual
interest.

When the above mentioned
works were under execution on the above
mentioned contract the first Defend.
ant was transferred to Bechic and
his successor one Pearson paid the
under mentioned sum on the above
contract.

The second Defendant on
inspecting the work stop gave orders
to stop the work as the allotment
for the year was exhausted and that he
the 2nd defendant would pay the balance
due in 1892 upon this the work was
stopped.

That in June 1892 the 2nd
defendant having communicated
to me through the Overseer to re-
commence the work, the order was

obeyed and the work resumed to completion
on the 10th September 1892.

The Plaintiff was not paid
though applied several times and at
last through a registered letter No 128
dated 30th September 1892 to the 2nd
Defendant to measure up the work and
pay him the balance.

Hence this complaint for the
recovery of the balance deducting what
had already been paid with the interest
on the balance at the rate of 5 per cent
per annum from the 11th September
1892 deducting the sum given up by the
Plaintiff.

This complaint was preferred
in this court as the works executed were
within the jurisdiction of the same
Court.

Particulars of work done on
the road starting north from the northern
boundary of the Parnaka of Kollathara
Kotha to the limit of the land called
Kollanthoondy.

1230	cyds of earth work at $1\frac{1}{2}$ as per cyd	Rs. 184-5-0
650	of Gravelling at 2	81-4-0
685	of Blasting & rock at 8 as	342-8-0
408 1/2	Syds Surfing at 1/2 as per Syds	12-12-3
400	coolies for clearing jungles @ 4 as	100-0-0
	Total Arises	651-13-3

Interest at 5 per cent
 Total of both - 584-6-9
 Deduct payment in 1871 by Pearson 191-1-1
 Balance - 494-6-9

Interest calculated at 12 per cent
 for annum from 11th Sept 74 to the
 date on which the work was completed - 172-3-8
 Total of both - 606-10-5

Deduct what has been given up by
 the plaintiff - 6-10-5
 Net Balance 600-0-0

No vouchers are in the possession of
 the plaintiff to file in support of the
 claim.

Dated 14th Karicadavum 1049 Malayalam
 year corresponding to 31st July 1874 A.D.
 Signed / Moosiff
 Kattil Ramen Mian

I the plaintiff do hereby declare that
 the facts mentioned in this plaint
 are so far correct to the best of my
 confession and knowledge.

Dated 3rd August 1874
 Signed / Moosiff

No 1933
 of 1874

This copy was given to
 Govindar. Sorena K. K. in behalf
 of the 2nd defendant.

This translation / Signed / J. Grimes
 26/9/74

W. C. Harrison
 Esq.

No 140. Malabar District Magistrate's Office
 Kottumbur 10th October 1874
 Supd. 13th - day
 From M. D. S.

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 request
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that he was not... the
 case till the permission of Govern-
 ment was obtained, and also
 quoted the rules regarding it, but
 he appears to have used his
 own discretion in employing

Indries at 5 per cent 3129.8

Total of both 684-6-9

Reduct payment in 1871 6 of Reardon 191-1-1

Balance 494-6-9

Interest calculated at 12 per cent

per an
dated

Reduct
the pla

No
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plaint

Date
year c
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No 19
of 1874

This copy was given to
Govindar. Sreeni. La. Neil in behalf
of the 2nd defendant.
Hence trans (at hand) Signed J. Grimes
26/9/74

In a letter from
the District Eng^r
Malabar to the
Secretary to Govt.
P.W.D. Madras
N^o 140 dated 10th
October 1874

Pl. 7 27 Oct/74
By 13 N^o 563.
P. W. 6454/74

Copies of cor-
-respondence,
summons and
plaint in con-
-nection with
a suit brought
against M^r.
Dist. Engineer
Grimes
G.O-3047-27-10-74-

N^o 140. Malabar Dist. Eng^r's Office
Kumbhoo 10th October 1874
Recd. 13th day

From
The District Engineer,
Malabar.

To
The Secretary to Government
Public Works Department,
Madras.

Sir,

1. Copy of letter from M^r.
Grimes N^o 472, dated 7th
August 1874.
2. Copy of Summons received
by M^r. Grimes
3. Copy of letter from M^r.
Grimes N^o 986 dated 26th
September 1874
4. Copy of Plaint

In forwarding the papers
as per margin in con-
-nection with a suit
brought against M^r.
Assistant Engineer
Grimes in charge
of the Palghat Range
by a Contractor "Shri"
- "Mamul Syed Corjaiah".
I have the honor to re-
-quest sanction for the
employment of the "Vakil" to de-
- fend the case, who has been en-
-gaged by M^r. Grimes as stated
in the "Post Script" to his letter N^o.
986. In my N^o 162 dated 15th August
last, I intimated to M^r. Grimes
that he was not to defend the
case till the permission of Govern-
-ment was obtained, and also
quoted the rules regarding it, but
he appears to have used his
own discretion in employing a

a Vakil before obtaining sanction.
I have the honor to be,
Sir,
Your most obedient servant,

W. S. Armstrong
District Engineer,
Malabar.

9.2.18

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[Handwritten notes or signatures, possibly a list or ledger entries.]

[Faint handwritten text at the bottom right corner.]

10.

From the Lt. Engineer Malabar (P.E. No. 140 d/10 - October/74)

3047

As Mr. Lyones has
contravened the instruct-
ions of Government in
with respect to the defence of
suits, orders on the question
of costs ^{in this case} will be deferred
till the result is reported
accompanied by a copy
of the judgment. The
draft answer ^{is} filed in
reply to the plaint has
not been submitted
as required by para 5
of

194

of Mrs. J. K. H. & Co.
New York City
N.Y. 11-1st St. N.Y.C. 454.
The best reference,
Blackburn,
for the same work
is in the
Bibliography.

Andrew.
No. 140.

Oct 10. 3 Oct 15. 3
Recd 15. 3 1894.

✓

Nothing comes
near to the same
- enjoyment of the
wheel, unless
by Mr. Woodcock
himself. I am
not at all a land
- lover, but I am
hardly a land
lover. I am
not at all a land
lover.

N F 1-76
 Mrs 863
 Nov 2-1-76
 Mrs 863

0-65047-27-10-74

of Chapter XIII of the
Code. The District
Engineer will
adopt measures
for ensuring
that the Orders
of Govt. respect-
ing defence of
units are un-
derstood by all
Officers and
Subordinates
in the Malabar
District -

Encl.

30

3

56.3-564

R. 22.10.14

Circ 17/10/14

Recd 20/10/14

Local measures are
taken for strictly
introduction to
Govt. Orders of
the Dept.

Various officers, like the
Engineers, have no means
no copies of such orders.
We must send them
and they are necessary
able for circulating
the same to all
officers.

D. R. Malabar

Contn. P. R. A.

V. P. S. despatched 11/11/14

6454 ✓
Govt. of 1874 Madras.
PUBLIC WORKS.

To the District Engineer
Malabar
W. S. S. S.

Dated

Recd.

Encl. 3

G. O. 27 Oct. No. 3047

No. 563766

Suit - Malabar D.

Orders on the question
of costs with respect to the
suit instituted against
Mr. Asst Engineer Times
by a contractor
deferred till the result is
reported; the D. Engr. to
adopt measures for ensuring
that the orders of Govt. re-
speaking defence of suits are
understood by all Officers
Subordinate -