

(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.	3079	Press
B.P. No.		Mis.
Dated	29-10-	1954

Not to be folded or roughly handled

✓

*Proceedings of the Madras Government, Public Works Department,
29th October 1874.*

Read the following :—

No. 625. From the Superintending Engineer, Chingleput, dated 30th September 1874, No. 2,278.

ABSTRACT.—Forwards copy of a letter from the Executive Engineer, Chingleput Range, submitting copy of judgment in the suit instituted by Soobroya Moodelly for information of Government.

No. 626. ORDER THEREON, 29th October 1874, No. 3,079.

ESTABLISHMENT, No. 53.

THESE papers contain the result of the suit, the defence of which at the public expense, in the first instance, was authorized in G. O., No. 1,542-A, dated 11th June 1874. The suit has been decided in favor of the plaintiff, and the 1st defendant, Mr. Ottmann, judicially declared to be personally liable for the amount claimed, without interest, viz., Rupees 719-1-7, together with costs. Under these circumstances, the Government are not called upon to pay more than the amount of the original tender (Rupees 298-10-7) to the plaintiff, which, it is presumed, has already been paid into Court.

(True Extract.)

(Signed) G. W. WALKER, Colonel, R.E.,
Secretary to Government.

To the Superintending Engineer, Chingleput.
,, District Engineer, Nellore.
,, Officiating Controller of Public Works Accounts.

Erd. S. T. Austin.
Spare Copies

F. 2

No 1583

No 3 Range Office
Camp Maffick
18th September 1874
Despatch 24th 30

From The Executive Engineer
No 3 or Chingleput Range
Chingleput Distt
To The District Engineer
Chingleput

Sir

With reference to the correspon-

Letter No 543 of 27th May 1874 from the Executive Engineer Chingleput Range. Distt Engineer No 836 of 15th June 1874 forwarding copy of an order of the Madras Govt dated 11th June 1874 No - 1583
decreed as per margin and in accord-
ance with the L. O. I have the honor
to forward for the information of Govt
copy of the judgment pronounced by
the Trichinopoly District Munsiff in the
suit instituted by Soobroya Moodetty
to recover the sum of Rs 766. 8-11 being
the value with interest of 159.800 bricks
supplied to contractor Rajagopal Naidoo
for the construction of the Civil Dis-
pensary building Chingerau in which
Sueas made 2nd Defendants.

I have seen
Signed / R. J. Loring
Executive Engineer
No 3 Range

In the District Moonsiff's Court at Trivellore
Thursday the 6th day of August 1874.

Present

A. Kristiansawmy Ram

District Moonsiff

Original suit No 462 of 1873

This suit coming on for hearing the
Court delivered the following judgment.

The Plaintiff sues to recover Rupees
Rs. 8-11 being the value, with interest,
of 159,800 bricks supplied as per orders given
by the 1st Defendant in 1872

The 1st Defendant in his written
statement pleads that he gave the orders
for bricks in his official capacity of the
officer in charge of Cojiveram Range;
and that the 2nd Defendant who is
now the Range officer should be called
upon to satisfy the Plaintiff's claim.

The 2nd Defendant who was
made a party at the 1st Defendant's
request, avers that he is not responsible
for the contract made by the 1st Defen-
dant with the Plaintiff.

The following are the circum-
stances connected with this case, as

they appear from the official corres-
pondence (Exhibits I, II and III) which the
took place between the first and 2nd
Defendants. The Plaintiff admits that
5. The 1st Defendant in his
capacity of Cojiveram Range officer, gave
the contract of building the Civil
dispensary at Cojiveram to one Raja - Ko-
go-paul Vaidoo. For want of materials,
the contractor was not able to push on
with the work. The Plaintiff had a
large quantity of bricks, but would not
supply them to the Contractor except
upon payments which he was not
able to make. The first Defendant
asked the Plaintiff to supply bricks,
guaranteeing their payment (see Ex-
hibit I, II and III) The Plaintiff did
accordingly supply 159,800 bricks of the
aggregate value of Rs. 719-1-7. This
amount could only be paid to the Plain-
tiff by the 1st Defendant either out
of his own pocket or out of the sums that
may become due to the contractor from
time to time as the work was completed.
It so happened that the 1st Defendant
had only Rs. 298-10-7 payable to the
Contractor at his disposal on the
Plaintiff's presenting to him for pay-
ment a bill for Rs. 719-1-7, he advanced
the amount to Rs. 298-10-7, and asked

the Plaintiff to receive it; at the same time intimating to him that the remainder could be paid to him only out of the sum that may become payable to the Contractor in future. But the Plaintiff refused to accept the payments of Rs 298-10-7, lest it might be construed into a release of the 1st Defendant from personal liability. At this crisis the 1st Defendant was transferred to the Koller Range and the 2nd Defendant succeeded him to the charge of the Cajeerang Range. If the 1st Defendant had remained in this District, this suit would not probably have arisen.

6. Upon these facts it is clear that the 1st Defendant's connexion with the Plaintiff is not official. He finding that he gave the contract to a person who has no credit and who could not push on with the work, called the Plaintiff into his aid, probably to save himself from the censure of his official superiors. When a contract for the execution of a work is given to a certain individual, the Range officer has no concern whatever with the internal management of the work. His duty only consists in seeing that the work is finished according to the design given

given and no more I therefore look upon the 1st Defendant's contract with the Plaintiff as purely personal. He made it for the convenience and advantage of the Contractor, Rajagopal. Nairao For want of privity of contract the Plaintiff cannot call upon Rajagopal to pay him the value of bricks.

7. The Second Defendant states that the Plaintiff has agreed to recover the amount due to him from Rajagopal and refers me to Exhibit IV in proof of this. It is a letter addressed by the Plaintiff to the 2nd Defendant. It must be read along with Exhibits I, II and III, 1st Defendant's letter to the 2nd Defendant. From these documents it is clear that the Plaintiff simply points out the funds, out of which 1st Defendant intended to make him the payment, but does not say that he looks to Rajagopal for payment and absolves 1st Defendant from responsibility. In the concluding part of Exhibit IV, Plaintiff distinctly asks the 2nd Defendant, as the successor of the 1st Defendant to pay him the amount.

8 I find that the 1st Defendant
should pay Plaintiff the value of the
bricks viz. Rs. 719-1-7 and that the
Plaintiff has no right to ask for interest.
The 1st Defendant must pay Plaintiff's
costs in proportion to the amount allowed,
and all the costs of the 2nd Defendant
who was made a party in this suit
at his instance. The 1st Defendant
must bear his own costs.

Pronounced in open Court this 6th August 1874.

(Signed) M. Krishna Rao
District Munsiff

1 True copy 1

(Signed) N. Chennaswamy
Head Gomastah

1 True copy 1

(Signed) R. J. Lanning
Executive Engineer
Chingput Range

No. 2278

Copy forwarded to the Secretary to
Government Public Works Department with
reference to G. O. No. 1542 A of 11th June 1874

Distt. Engin. Office
30th September 1874
H. M. S. Cab. Co. Co.
Distt. Eng. Chingput



There was no time -
 Engineers at the time
 could Mr. Ottumman seems
 to have made this private
 arrangement which he
 broken down and left
 him little or nothing with
 out mentioning of the Sub
 Engineer -

Liquid - K²P²

Chas. J. F. - 21 Dec 1914

P.M.D. 2/10

The procedure provided
for by the draft will ex-
-hibit, without fail, ev-
-ery thing that can be
said in favour of the
1st Defendant; and when
the course of clearing
himself from personal
liability must mean
while with propriety
not -

Done
19.10.74

C. 10635

C. 10635-21 (Autop)

Case 655

1874-75

6/29

Recd 10/10/74

P.M.D. *Light*
Proceedings of the Madras Government
Read the following

From
The S. Engineer
Chingleput } (H.E. No. 2278 d/30 Sept 1874)

3079

W.B.
1874

These papers contain the result of the
suit, the defence of which
of the contract & subsequent
disposition of his subordinates
- in other words - whether that the public expense, in
had been reported to him &
whether he had authorized the
setting aside of the contract -
with 2nd dep. and two depts. of
material from an outsider
If authorized, I think that
however represented the
action the personal (pecuniary)
responsibility of the subordinates
ceases - the old report also
to 2nd dep. is. Whether the sub-
ordinate had used due caution
in contracting with the first instance
with a man who was unable
to fulfil the contract &
without credit & still the
is the case with the

the first instance, was au-
thorized in G.O. No. 1542 P
d/11 June 1874. The suit
has been decided in favor
of the Plaintiff, and the
defendant Mr. Ottmann
judicially declared to be
personally liable for
the amount claimed

without interest, viz:

No: 719-1-7, together with
costs. Under these circum-
stances the Government
are not called upon to
pay more than the a-
mount of the original
tender (No: 290-10-7) to
the Plaintiff; which, it
is presumed has already
been paid into Court.

Cum

I see him (2nd day) & breach
of contract - but oblige
the P.O. & procure material
in any way he c^d

3700 M

Assess the Df. with up^d
to A. Inf. amount of 13 hrs
15700 M

625-626.

2017 2018
Cm 3/10/14, RD 15/10/14

J. H. Chugchut ✓
D. J. Arllo ✓
Contr. P. H. A. ✓
S. Capis des 5/11/14

6129

Govt. of 1874 Madras.

PUBLIC WORKS.

To  the *Superintending Engineer*
Chingleput

Dated

Recd.

Encl.

G. O. 29th Dec 1874. No. 3079

Nos. 625 & 626

Suit Observing with
reference to the suit instituted
by Soobay Moodelly for payments
of bricks supplied for the
Civil Dispensary at Con-
jeveram in the Chingleput
Dist. that the Govt. are not
called upon to pay more
than the amount of the
original tender (No. 298-10-7)
to the Plaintiff,