M.R.O. 1—10,006—28-2-50.

(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.	3234	Press
~~B.P. No.~~ 256-257		~~Mis.~~
Dated	16-11-1874	~~105~~

Not to be folded or roughly handled

No. 256. Read the following letter from Lieutenant-Colonel R. A. ROBERTS, R.E., Superintending Engineer, Tanjore, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Tanjore, 13th October 1874, No. 1,440 :—

2 Copies of Decrees.
1 Statement.

WITH reference to G. O., No. 2,318-A, dated 18th September 1873, authorizing the defence of suits in Small Cause Nos. 378 and 379 of 1873, brought against Mr. Sub-Engineer Donaghue and Overseer Mr. Taylor by one Panjanada Iyen, Brick Contractor for the Pandavayaur regulating works in this district, I have the honor to report that the suits were finally heard on the 27th December last, and were decreed in favor of the plaintiff.

2. These suits, as will be observed from Major Oakes' letter, No. 604, dated 9th September 1873, printed with the Government Order above quoted, originated not from any dispute as to the sum due to the Contractor Panjanada Iyen, but from the Range Officer's having declined to pay Panjanada Iyen for bricks which he supplied unless he (Panjanada Iyen) agreed to make good from the amount due to him a sum of Rupees 52-8-0, which was outstanding in the accounts against one Periakanaga Pillay, the former Brick Contractor, and from whom Panjanada Iyen had purchased the bricks which he supplied.

3. I beg to enclose copies of the Court's Decrees in the suits in question. It will be observed that no reasons whatever are assigned therein for arriving at the decisions passed. This information, it would appear, is usually furnished in the Court's "Judgment," but the Government Vakil, on being called upon to obtain copies of the same, stated that the Court does not write "Judgments" in Small Cause Suits, and that the only record of decision in such suits is the "Decree." In the suits under notice it would appear that the Court having come to the conclusion that the amounts sued for by the Contractor were due to him, passed the decree accordingly, evidently treating the question of the balance of Rupees 52-8-0 outstanding against Contractor Periakanaga Pillay as unconnected with the suits, and overlooking the fact that the Government would thus be made to pay *twice* over for the same material.

4. The amount required to be paid on account of these suits is Rs. 471-4-1, as per accompanying statement. This amount includes a sum of Rupees 402-3-1, which (barring the sum of Rupees 52-8-0) was *bonâ fide* due to the Contractor at the time he filed the suits; the difference, therefore, of Rupees 69-1-0 consists of Rupees 45-12-0, the amount of plaintiff's costs, and of Rupees 23-5-0 expended by this department in connection with the suits. I solicit the orders of Government in regard to the payment of these sums.

5. With regard to the sum of Rupees 52-8-0, reported by Major Oakes in his letter above referred to, to be outstanding against Contractor Periakanaga Pillay, Mr. Supervisor Hamnett in charge of No. 5 Range reports that a sum of Rs. 20-7-0 may be recovered from the said Contractor on account of the above-mentioned outstanding amount, by withholding payment for work done by him (the Contractor) to the Vennaur banks, and as for the balance, viz., Rupees 32-1-0, that there is no likelihood of its being recovered, as the man possesses no property, and

is said to be much involved in debt and in law suits. I would therefore recommend that this sum be written off to "Profit and Loss."

6... In conclusion I beg to add that this report would have been submitted at an earlier date, but for several references having had to be made to the Range Officer, Mr. Hamnett for information, and he, being new to the range and not sufficiently acquainted with the details of the suits, had, before he could submit his reports to this office, to obtain the necessary information from the Government Vakil who conducted the defence of the suits.

No. 257. ORDER THEREON, 16th November 1874, No. 3,234.

IRRIGATION, No. 25.
Establishment.

THE payment of the costs of the suits, referred to in the foregoing letter and its enclosures, is sanctioned.

2. The expenses* of the suits and the sum† lost on the advance given to Periakanaga Pillay, less the amount Rupees 20-7-0 reported to be recoverable from this Contractor, will be charged to the Pandavayaur regulator as "loss on brick contract."

* Rupees 69-1-10.
† " 52-8-0.

3. It is observed that Panjanada Iyen is dead, and the Superintending Engineer will take care that Periakanaga Pillay is not again employed unless he adjusts the losses incurred through his failure to carry out his contract.

4. Mr. Donaghue appears to be directly responsible for the losses incurred, as from paragraph 8 of the letter printed in Proceedings of the Madras Government, No. 2,318-A, of the 18th September 1874, it would seem that he was informed of the proposed arrangements, and took no precautions for the adjustment of the advance made on the kilns before virtually allowing, or at any rate opposing no objection to, their transfer to Panjanada Iyen. He will be therefore called upon to show cause why he should not be required to pay the loss sustained by this negligence.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the Superintending Engineer, Tanjore.
" District Engineer, Cuddapah.
" Chief Engineer for Irrigation.
" Officiating Controller of Public Works Accounts.

Exd. S. T. Austin.
Spare Copies

Statement showing the amounts required to be paid on account of Small Cause Suits Nos 378 and 379 of 1873, brought against Mr Sub-Engineer Donaghue and Mr Overseer Taylor by Panjanadien Brick Contractor for the Pandavayaur Regulating works.

Suit No 378

Amount sued for — Rs 98-12-9
Plaintiffs' Costs in the Suit — 9-12-0
Amount decreed — 108-8-9
Plaintiffs' Cost in the Execution of the Decree viz.
Stamp Paper — 0-8-0
Vakeels Fees — 2-0-0
111-0-9
Deduct value of Bricks supplied by Plaintiff — 98-12-9
Loss to Government in Plaintiffs costs — 12-11-0

Suit No 379

Amount sued for — Rs 303-6-4

Brought Forward	303-6-4	12-4--
Plaintiffs Costs in the Suit		31-0-0
Amount decreed	334-6-4	
Plaintiffs Costs in the Execution of the Decree viz—		
Stamp Paper	0-8-0	
Vakeels Fees	2-0-0	
	336-14-4	
Deduct Value of Bricks Supplied by Plaintiff	303-6-4	
Loss to Government in Plaintiffs Costs		33-8-0
Do Do in both Suits		45 12 0
Expense incurred by this Department in defending the above Suits including Cost of Stamp Paper for obtaining documents from Court		23-5-0
Total Loss to Government in both Suits		69-1-0

Abstract of both Suits

Amount sued for	402-3-1
Plaintiffs Costs in the Suits	40-12-0
Amount decreed	442-15-1
Plaintiffs Cost in the Execution of the Decrees, Viz—	
Brought Forward	442-15-1
Stamp Paper	1-0-0
Vakeel's Fees	4-0-0
	447-15-1
Expense incurred by this Department in defending the above Suits including Cost of Stamp Paper for obtaining documents from Court	23-5-0
	471-4-1
Deduct value of Bricks supplied by Plaintiff	402-3-1
Loss to Government	69-1-0

Lt Colonel RE.
Supg Engineer Tanjore.

Supg Engineers Office
Tanjore 13 October 1874.

In the Subordinate Court of South Tanjore
at Tanjore.

Small Cause № 379 of 1873

Arunachella Iyer Present.

Panjanada Iyen (deceased) 1
His heirs

Sundarien ____ 2

Krishna Iyen ____ 3 } Plaintiffs

Saminatha Iyen ____ 4

Vakil Kuppusamy Iyer

Vers

Mr. W. M. Donaque ____ Defendant

Judgment for Plaintiffs against the Defendant for the principal amount with proportionate costs. Defendant to bear his own costs.

For Plaint ____ 303 ____ 6 ____ 4.

Costs ____ 31 ____ " ____ "

Total ____ 334 ____ 6 ____ 4.

(Signed). Arunachella Iyer

27th December 1873. Subordinate Judge.

(True copy)

(Signed). S. Sawminaden.

(True copy). Head writer for Shristadar

Lieut. Col. R.E

Superintending Engineer Tanjore

In the Subordinate Court of South Tanjore at Tanjore.

Small Cause No. 378 of 1873.

Arunachella Iyer Present.

Panjanada Iyer (deceased) ——— 1
His heirs

Sundarein ——— 2 } Plaintiffs.

Kristnien ——— 3

Samina Aiem ——— 4

Vakil Kuppusamy Iyer
Heirs.

Mr. J. M. Saylor ——— 1 } Defendants.

Mr. W. M. Dmague ——— 2

Judgment for Plaintiffs against the 2nd Defendant for the principal amount with proportionate costs. 2nd Defendant to bear his own costs.

For Plaint ——— 98 ——— 12 ——— 9.

Costs ——— 9 ——— 12 ———.

Total ——— 108 ——— 8 ——— 9

27th December 1873

(Signed). Arunachella Iyer
Subordinate Judge.

(True copy.)

(Signed). Arunachellum.
Subordinate Judge.

(True copy).

Lieut-Col. R.E
Superintending Engineer Tanjore.

Execution issued to Fort the 29th January 1874.

Tanjore Bailiff's Office
Court to. 1440, dated
13th October 1874. 2.

P. P. No. 6482/74
2
Copy of Decree
in Small Cause
Suit No. 378 of 1873.

No 1440

Chief Engineers Office

Tanjore, 13th October 1874

From

Lt-Col R. H. Roberts R.E.

Superintending Engineer

Tanjore

To

Colonel G. W. Walker R.E.

Secretary to Government

P.W.D.

Sir,

With reference to G.O.

No 2378A, dated 18th September 1873,
authorizing the defence of Suits in Small
Cause Nos 378 and 379 of 1873, brought
against Mr Sub-Engineer Donaghue
and Overseer Mr Sayber by one Ranja-
nadien brick Contractor for the Pada-
vayur Regulating works in this District
I have the honor to report that the
Suits were finally heard on the 27th
December last and were decreed in
favor of the Plaintiffs

2. These Suits as will be ob-
served from Major Oakes's letter No
604, dated 9th September 1873, printed
with

Executive &
Letter from the Dy
Superintendent &
Secretary dated 13th October 1874
No 1440

P.W. Dis. Shorp
In B. No 1254
P. Pr. 6483/74
3

Copy of Despatch
Lucas Cause Nos 378
& 379 of 1873.

with the G.O. above quoted, originated not from any dispute as to the sum due to the Contractor Panjanadien but from the Range Officer having declined to pay Panjanadien for bricks which he supplied unless he (Panjanadien) agreed to make good from the amount due to him a sum of Rs 52-8-u, which was outstanding in the accounts against one Periakanaga Pillay, a Contractor and from whom Panjanadien had purchased the bricks which he supplied.

3. I beg to enclose Copies of the Court's Decrees in the suits in question. It will be observed that no reasons whatever are assigned therein for arriving at the decisions passed. This information, it would appear, is usually furnished in the Court's Judgment, but the Government Vakeel on being called upon to obtain Copies of the same, stated that the Court does not write "Judgments" in Small Cause Suits, and that the only record of decision in such suits is the "Decree". In the suits under notice, it would appear that the Court having

come

come to the conclusion that the amount sued for by the Contractor were due to him, passed the decree accordingly evidently treating the question of the balance of Rs 52-8-u outstanding against Contractor Periakanaga Pillay as unconnected with the suits and overlooking the fact that the Government would thus be made to pay twice over for the same material.

4. The amount required to be paid on account of these suits is Rs 471-4-1, as per accompanying Statement. This amount includes a sum of Rs 402-3-1 which (barring the sum of Rs 52-8-u) was bona fide due to the Contractor at the time he filed the suits; the difference, therefore, of Rs 69-1-u consists of Rs 45-12 the amount of Plaintiffs' Costs and of Rs 23-5-u expended by this Department in connection with the suits.

I solicit the orders of Government in regard to the payment of these sums.

5. With regard to the sum of Rs 52-8-u reported by Major Oakes in his letter above referred to, to be

outstanding

outstanding against Contractor Perla-
kanaja Pillay, Mr Supervisor Gib
Hammett's in charge of Sec^n 5 Range
reports that a sum of Rs 20/- may
be recovered from the said Contractor,
on account of the above-mentioned
outstanding amount, by withholding
payment for work done by him to the
Contractor to the Tennaur Banks, and
as for the balance viz Rs 32/- that
there is no likelihood of it being re-
covered, as the man possesses no
property and is said to be much
involved in debt and in Law Suits.
I would therefore recommend that
this sum be written off to Profit
and Loss.

6. In Conclusion I beg
to add that this report would
have been submitted at an earlier
date, but for several references
having had to be made to the Range
Officer, Mr Hamnett, for information
and he, being new to the Range and
not sufficiently acquainted with
the details of the Suit, had, before
he could submit his reports to this
Office to obtain the necessary
information

information from the Government
Vakeel who Conducted the Defence
of the Suits.

I have the honor to be
Sir,
Your Most Obdt Servant

Lieut-Col. R.E.
Supt^g Engineer Tanjore

Public Works Deptt

Proceedings of the Madras Govt.

Read the following 171

From The Supg Engr Tanjore H.E. No 1440 dated 13 Oct 1874

3384

The payment of the costs of the suits referred to in the foregoing letter and its enclosures, is sanctioned

2 The expenses of the suits and the sum lost on the advance given to Peria Kanaga Pillay b/o the amount Rupees 20-7- reported to be recoverable from this Contractor will

JMB

× Rupees 69-1-10
+ —"— 5-2-8—

I pass this with great reluct[ance] the D.E. never ought to have let it go into court.

The Govt. had a lien on [illegible] of A.B brought [illegible] with [illegible] of Govt. officers without - as it appears the lien being provided for & is [illegible] forced paymt - for material supplied because the debt is not [illegible] - The pending [illegible] expects with certainty & the D.E. it not have accom- defence

---

P. W. 1874 Depart.
From Pro: of Govt for Nov No 6483.
The Supg Engineer Tanjore
To The Secretary to Govt.
No. 1440
Dated 13th } October 74
Received 16th }

Enclosures - 3.
G.O. No. 3234. 16-11-74.
forwards copies of the Decrees passed in the suits brought against the Sub Engineer Donaghue and Overseer Taylor by one Perijanadurai brick Contractor for the Pandavayanar Regulating Works & requests orders for the payment of the amount.

No 256

will be charged to the Panchayat Regulator, as "loss on brick contract"

3. It is observed that Panjanada Iyen is dead, and the Superintending Engineer will take care that Periakaruppa Pillay is not again employed unless he adjusts the losses incurred through his failure to carry out his contract

4. Mr Donaghue appears to be directly responsible for the losses incurred

as from para 8 of the letter printed in P. Un. G. No 2318 A of the 18 September 1874, it would seem that he was informed of the proposed arrangements, and took no precautions for the abatement of the advance made on the bricks before virtually allowing, or at any rate opposing no objection to, their transfer to Panjanada Iyen - He will be therefore called upon to show cause

why

3.6.101

why he should not
be required to pay
the loss sustained
by this negligence.

[illegible]

256-257

Rec 31/10/74 Rd 7/11/74

G. O. No 2318
18 Feby

Draft passed
[illegible]

Sent for original
Draft of G. O. No
2318 of 18th Feby

To
The S. E. [illegible]
—.— Chf Engr for Irr.
—.— Controller P.W. Acct.

S. Copies despd 20/11/74.

6483

Govt. of 1874 Madras

PUBLIC WORKS.

To

The Superintendent
Tanjore

Dated

Recd. Encl. 3

G. O. 16 Nov 1874, No. 3234

Nos. 256-257

Subject The payment of the costs of the suits brought against Mr Sub Supr Do: Vaughan and Overseer Mr Taylor by a brick Contractor for the Vandavaiyaur Regulating Works Tanjore Dt sanctioned with certain instructions & Mr Vaughan to be called upon to show cause why he should not be required to pay the loss sustained by his negligence ~~in connection with the said~~