

(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.	148	Press
B.R. No.		Mis.
Dated	18 - 1 -	195
		1875

Original

Not to be folded or roughly handled

2-1

*Proceedings of the Madras Government, Public Works Department,
18th January 1875.*

Read the following :—

No. 310. From the District Engineer, Malabar, dated 22nd Dec. 1874, No. 191.

No. 311. Do. do. do. „ 24th „ „

No. 312. ORDER THEREON, 18th January 1875, No. 148.

ESTABLISHMENT, No. 20.

IN G. O., No. 3,047, dated 27th October 1874, Government deferred the admission of costs in the suit brought against Mr. Assistant Engineer Grimes by Contractor Tharamal Syed Coonjalen, owing to irregular procedure on the part of Mr. Grimes. The result of the suit is now reported, and a copy of the Judgment submitted, from which it is observed that the suit has been dismissed and the plaintiff adjudged liable for all costs. Owing, however, to the death of the Contractor the Government are called upon to pay the expenses incurred in defending the suit, which amount to Rupees 36-15-6. Under the circumstances, there seems no alternative but to sanction the charge.

2. It is presumed that the District Engineer has satisfied himself that the money is not recoverable from the Contractor's estate.

(True Extract.)

Colonel R.E.,
Secretary to Government.

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

Exd. T. O'Connor.
Spare Copies

No 1394

N^o III of Palghat Range

Palghat 19th December 1874

From

The Assistant Engineer

Palghat Range

To

The District Engineer

Madras

Sir,

With reference to G. O. No. 3017 of
27th October 1874 and in continuation
of this office letter No. 1335 dated 7th
December 1874 I have the honor to forward
herewith Copies of translations of the
Judgments and decrees in Corjallam
Case.

I take this opportunity of bringing
to your notice that all the members
of this Department gave their utmost
assistance towards the successful
termination of this suit.

I request you will be pleased
to ask Government to sanction the
costs Rs 32. 8. in thirty two and annas
eight.

I have &c.

Sd/- J. Grimes

Asst. Engineer &c.

24th November 1874

No 1893 of 1874

Judgment

Tharamial Said Coorjallan, residing
at Thiruvandiyoor Amshum Ponany } Plaintiff
Talug

Vakkeel Ramen Munn

1. D.P.W. Messrs Vedomooters residing in
Cannanore Cantonment of North Malabar
2. Engineer in Charge of Ponany
Talghat & Walluvanad Talugs, and
Asst Engineer South Malabar residing
at Sultanputta, Talghat

Vakkeel Gwin du Munn

1. The Suit was brought to recover Rs
600 with interest as per Contract entered
into in April 1876 from Ponany
agreeing that amount to be given at
times required by the Plaintiff and
in default with interest as usual,
and also that sundries 5 per cent on
the whole, and Coolies at 4 rs each for
cutting trees & pegs; Earthwork @ $1\frac{1}{2}$
as Cyd. Gravel at 2 as per Cyd. blasting
rock @ 8 as Cyd. Surfing $\frac{1}{2}$ as sq yd,
for constructing a new road from
Edapad to Cootipuram in Kilmeri
Amshum, from the north end of
Eluvam Holathara Hotthas paramba
to the land belonging to Perincheri
Vallapil Parangaden nairs Holathulli
Kilum, 18 ft in breadth and drains
($1\frac{1}{2} \times 3\frac{1}{2}$) & Catch drains ($4\frac{1}{2} \times 1\frac{1}{2}$) and also
as per personal arrangements made

in June 1872 for the balance amount
due on the works being completed
in September 1874.

1st Defendant denies the truth of the
plaint and stated that he is not
responsible for the amount alleged
to be due and he has only agreed in
April 1871 to pay for work done at
5 yds broad, travelling $1\frac{1}{2}$ as and
for blasting rock @ as according to
the nature. Since then he was transfe-
red to Cochin and made over charge
of records, works &c. to his successor
Mr. Reardon. He has no concern in
the matter afterwards and the plain-
tiff was not contracted for clearing
jungle &c.

2nd Defendant also denies the truth of
the plaint and stated that he has not
to pay the amount specified in
the plaint. and after the plaintiff was
ordered to do certain work the first
Defendant was transferred and his
successor Reardon measured the
work, as per Estimate, travelling at
 $1\frac{1}{2}$ as Cyd and for blasting rocks @
3 & 4 as according to the nature and
has paid Rs 196 & 11 to the plaintiff
and obtained a receipt, besides the
plaintiff was also contracted to
spread sand on the public road
north of Cootipuram river and obtained

a final receipt on 28th January 1873
relinquishing all his further claims,
no verbal agreement was made for
any further amount and it is un-
usual to give interest and which is
not authorized. Clearing jungle was
carried out by Maistries and not
by Contractors.

2^d Defendant.

Exhibit Receipt dated 1st June 1871 for

1. Earthwork Cyp 324 @ 1 1/2 as per Cyp Rs 30. 6. "
2. Earthwork hard soil 438 Cyp @ 2 as per Cyp 54. 12. 11
- Cutting rock 154 Cyp @ 4 as _____ 38. 9. 9
- Turfing 972 @ 2 1/2 at 6 pice _____ 6. 12. 3.

Receipt dated 12th June 1871 _____ 100. 2. 11

3. Receipt for Rs 55. 12 of 4 October 1871

4. Earthwork 663 Cyp Turfing 109 Rs 65. 4. "

deducting Rs as per receipt N^o 3 " 9. 13. "

(of 20th September 1872)

5. Sand work on the Northern side
of Cootpuram road 413 Cyp Rs 39. 4. 3
and noting that all demands have
been finally settled of 20th December 1872.

6. Letter to the 2^d Defendant sent
by the Plaintiff of 16th October 1872.

Witnesses examined on behalf of the Plaintiff

1. Paraparath Hoodithon

2. Corinath parambil Coorjee Andy

Witnesses examined by the Court

1. Ramakina. Tahsildar Ponnay
and the plaintiff's Vakkeel. 2 3

The following evidence were ordered
I Whether the 1st Defendant has entered
into any Contract as stated in the
plaint.

II Whether the final receipt were given
with full satisfaction of the plaintiff.

8. The evidence adduced by the
Plaintiff does not shew that any Con-
tract has been made verbally and
hears proof. Plaintiff's witnesses
also stated that a Contract has
been made with the first Defendant,
and who were residing in the same
village of the Plaintiff. The place
(Ponnay Bungalow) where from Contract
has been signed is nearly 10 miles away
and that the witness' statements there-
fore, cannot be relied on and con-
sequently the evidence on the verbal
Contract is quite insufficient.

6. The plaintiff has affirmed the 1st
exhibits 1 to 5 and that the exhibit
N^o 2 shewed the Contractor has agreed
the rate of 4 as per Cutting rock &
while the plaintiff and his witness
stated the Contract rate was 8 as
per Cyp, which by the exhibit N^o 2
was utterly false.

2nd. It is not reliable that the
statements

the statements of the plaintiff and his witnesses that the Contract rate was 4 to 6 as for hard gravel and that 500 Cys of rock has been cut the expenditure incurred for cutting trees &c. was Rs. 6. ... and that sundries was allowed 2 1/2 per cent for it, and the rate for cutting rock was 8 as per Cys. - and 685 Cys. of rock has been cut and Rs 100 was spent for and sundries allowed was 5 per cent, which is against the petition No. 6.

7. The plaintiff cited the Tahildar of Poram as a witness, but was not examined on his part, as the plaintiff refused him afterwards, but the Court has examined him as a Court witness, who then deposed that he inspected the place in company with the plaintiff and the present overseer and totally measured, according to the verbal order of the Deputy Collector on the application of the plaintiff and valued Rs 222 for the whole work which being though a heavy valuation yet the D.P.W. may hardly consent to the sum and accordingly the Plaintiff has received Rs 196. 1. 11 for the same, leaving a difference Rs within 26, a trifling amount, and he (Tahildar)

had to inspect the work to examine whether the plaintiff has been deceived by the D.P.W. Overseers, but by these the plaint became quite unsupported with evidences.

8. Under all points the Court cannot grant a favorable decree in favor of the plaintiff.

9. And under these circumstances the Court dismissed the suit with costs and decreed to pay the Defendants their Costs.

Sig/ Munsiff

Copy applied for 25th November 1874

Do ready 5th December

Granted — D. — D.

(6 pages)

By order of the Court

Sig/ H. C. Chomantak

(A true translation as nearly as can be)

Sig/ S. Padmanabhaiah

H. C. Acett.

Palghat
19th December 1874

Sig/ J. Cranes.
Acett. Engineer

(True copies)

W. L. Harrington

With: Engineer
M. L. M. L.

Original Suit No 193 of 1874 Vol 4

In the Court of the District Munsiff
of Kuttanad Dated 24 November 1874
Present. C. Srinivasan Nair Munsiff

Tharmal Srid Conplere
residing at Thiruvandipur Amsham
Porany Talug
Vakeel Ramen Munn

Plaintiff

1. D.P.W. overseer. Vedamootres residing
in Cannanore Cantonment of north
Malabar.

2. Criminals Engineer in charge of
Porany, Palghat & Wallawand
Talugs, and Asst. Engineer South
Malabar residing at Sultanpetta
Palghat

Defendants

Vakeel Corinda Munn

1. The original suit was brought to recover
the balance of the sum due to the Plaintiff
as per contract entered into with the 1st
Defendant in April 1871 for constructing
a new road from Edapaul to Cootipuram
in Kil Mari Amsham from the north
end of Chuvu Kolatura Kodai land
to the end of Kolatandi Kilam belonging
to Perincherry Valapil Panagaden Nair,
10 feet in broad and at the elevated places
 $1\frac{1}{2} \times \frac{3}{4}$ drains & $4\frac{1}{2} \times 1\frac{1}{2}$ feet Catch drains
and turping the embankments & on
the rates entered into as shown below.

8. 11. 8078. 8/11/74

Earthwork 1230 at 17 1/2 as per Cyd Rs 115.5.
 Cravelling 650 Cyd at 2 as per Cyd " 81.4.
 Blasting rock 80 685 at 8 as per Cyd " 342.8.
 Surfing 408 1/2 Cyd @ 12 as per Cyd " 12.12.3
 Cookies 400 at 4 as each for cutting
 trees & removing pegs etc. } — 100. " "
 Total 651. 13. 3.
 Sundries at 5 percent — 32. 9. 6
 Total 684. 6. 9
 Amount already received — 190. " "
 Balance due 494. 6. 9
 Interest at 12 per cent from
 the date of the work being
 stopped 10th September 72 112. 3. 8
 to the date of plaint —
 Total 606. 10. 8
 Amount surrendered — 6. 10. 8
 Balance — 600. " "
 Total 600. " "

The Court hereby dismissed the
 suit with costs and decreed to pay
 the Defendants their costs.

Costs of the plaint Rs 79. 12.
 D^o of 1st & 2nd Defendants " "
 1st Defendant's answer & Valuation " 1.
 2nd D^o " " " "
 Stamp " " "
 Valued fee " 30.
 Total 82. 8. 3

The appeal time expires on the 10th January 1875

Corresponding to 23rd December 1874.

No process of execution will be issued
 to enforce this decree unless some
 Proceeding shall have been taken to keep
 the same in force within 3 years next to
 Proceeding the application for such execution.

Sig/ Munsiff

Copy applied for 25th November 1874

Do ready 5th December 1874

Copy granted — do — do

(Page 3)

By order of the Court

Sig/ M. G. G. G. G.

A True Translation as near as can be

Sig/ S. Padmanabha Iyer

At acct. or

Palghat Sig/ J. G. G.
 19th December 1874 Attt. Engraves

(True Copy)

W. G. G.

Attt. Engraves

Inalubas

10: 191

Malabar District Engineer Office

Cablet 22nd December 1894.

From

The District Engineer of
Malabar

To

The Secretary to Government
P.W.D.

Madras

Sir,

Adverting to G. O. No. 3047 dated
27th October last I have the honor to
forward copy of judgment delivered
by the District Munsiff at Ponnany
and other documents as per margin
connected with the suit brought against
Mr. Grimes by Contractor Tharamal
Syed Coonjallen from which you
will perceive that the suit has been
dismissed with costs

2. I beg that Government will
be pleased to sanction the costs Rs
32. 8. 0. as requested in para 3 of Mr.
Grimes' N^o. 1394. This application
might not have been necessary but for
the death of the Plaintiff which occurred
of small pox on the 30th ult.

I have the honor to be

Sir

Yours most obdt. Servant.

W. Harrington

Dist. Engineer Malabar

See letter from
the District
Engineer Malabar
to the Secretary
to Government
No 191 8722-1274

P. W. Harrington
22/12/94

Copy of judgment
received & copy of
letter No 1394 from
Mr. Asst. Engineer
Grimes -

1. Copy of letter from Asst. Engineer Malabar
to Dist. Engineer Malabar No 1394
2. Copy of decree issued by the District
Munsiff at Ponnany 27/10/94

Statement of costs in Civil Suit No. 193 of 1874.

Amount

Case No. 193 of 1874		Costs of 2 nd Defendant	
1.	Stamp for application of the copy of plaint	1	"
2.	Fee for Copying	4	"
3.	Stamp for Miscellaneous petition and Takalat	1	"
4.	to postpone hearing	1	"
5.	to 2 nd Draft answer to plaint and Takalat	5	"
6.	to 2 nd for Statement of documents	30	"
7.	Takalat Fee (with Voucher)	1	9
8.	Stamps for application and for copy of decree and judgement	1	9
9.	Copying	35	15
Costs of 1 st Defendant		6	
10.	Draft answer to plaint and Takalat Kamamah	1	"
11.	Takalat fee for do	"	"
Total Rupees		36	15
		6	

Received the above Rupees Thirty six Annas Fifteen and pies Six only

Signed / P. Govindu Menon
Tahsil Munsiff Court

Rupees 36-15-6 paid to the Tahsil

Signed / J. Timothy
Taluk Officer. B. P. W.

(True Translation & Copy)

Palghat
22nd December 1874

Signed / J. Grimes
Assistant Engineer B. P. W.

(True Copy)
W. Harrison
District Engineer

Os 3/10

Enclos: 2
No. 20. 148. 15. 1. 25
forming copy
of judgment and
other documents
connected with the
suit known as
of the 1st Defendant
by Contractor
Shanmugam & Co
Contractors

Recd 21st December 1874.

No. 191

The Secretary to Govt.
Sd/-

The District Engineer
Tahsil

22-8-0/18. A.

Sd/- 21st Dec 1874. P. Govindu Menon
Tahsil Munsiff Court

N^o 1406

N^o III or Palghat Range Office
Palghat 22nd December 1874.

To

The District Engineer
Malabar.

Sir,

In continuation of my letter
N^o 1394 dated 19th December 1874. I have
the honor to forward a revised State-
ment of costs in Coorjulan's case and
request you will be pleased if not
too late, to put it in place of the
amount shown in copy of judgement
Rs 32-8-0, as it is the actual State-
ment.

I have &c
Signed J. Grimes
Assistant Engineer. D.P.W.

(True Copy)

W. Harrison
District Engineer,
Malabar.

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]

No 195 Malabar Dist. Engrs' Office,
Calicut 24th December/74

From
The District Engineer,
Malabar.

To
The Secretary to Government,
Public Works Department,
Madras.

Sir, In forwarding copy
of letter from M^r Assistant
Engineer, Gunnes No 1406 dated
22nd Instant, and of a bill for
Rupees (36-15-6) Thirty six
annas fifteen and pice six, I
have the honor to request that
you will be pleased to sanction
the above sum in lieu of Rupees
(32-8-0) Thirty two and annas
eight supplied for in my No
191 dated 22nd Instant. The dif-
ference Rupees (4-7-6) Four
annas seven and pice six
is the aggregate of items 1, 2,
7, 8, and 9 in the bill, and the
amount was paid by M^r Gunnes
himself.

I have the honor to be,
Sir,
Your most Obedt. Servant,
W. Parington
District Engineer,
Malabar.

In a letter from the
Resident Engineer,
Calicut No 1406 dated
22nd Instant to the
Secretary to Govern-
ment, Madras -

P. N. 807807/74

Copy of letter from
M^r Assistant Engineer,
Gunnes No 1406 dated
22nd Instant to the
Secretary to Govern-
ment, Madras -
a request of the
Resident Engineer,
Calicut -

807807-

6m 21.75

2731

The Secretary to
 Government
 P.W.D. Madras
 To
 The Resident Engineer
 Madras
 10/10/75
 Recd 24 Dec/75
 Enclaves 211
 No. 148/18-1975
 Towards Mr. H. K.
 Super Grimes letter
 No. 1406/1102 dated
 10/10/75 and a bill for Rs.
 36-15-6 being the cost
 of a bill by way of
 revision of Mr. Grimes
 cost of supplies

Proceedings of the Madras Government
 Read the following

From the S^r Engr
 Malabar —

S. S. No. 191 of 22nd Dec
 S. S. No. 195 of 24th
 148

In G.O. No. 3047
 dated 27th October 1874,
 Government deferred the
 admission of costs in
 the suit brought against
 Mr. Assistant Engineer
 Grimes by Contractor
 Tharamal Syed. Poony
 Khan, owing to irregular
 procedure on the part of
 Mr. Grimes. The result
 of the suit is now reported
 and a copy of the judg-
 ment submitted from
 which it is observed that
 the suit has been dismissed
 and the Plaintiff adjudged
 liable for all costs -
 Owing however to the death
 of the Contractor the



Government are called
upon to pay the expenses
incurred in defending the
suit, which amount to
Rs 36. 15. 6. Under
the circumstances there
seems no alternative
but to sanction the
charge.

It is presumed
that the St. Engineer
has satisfied himself
that the money is not
recoverable from the Con-
tractors' Estate.

mm

30
9

7th. Malabar
Cont. F. W. R. ✓
11th. Malabar

5078 A
5078 B

Govt. of 1875 Madras.

PUBLIC WORKS.

To

The Dist. Engr.
Malabar

Dated

Recd.

Encl. 4

G. O. 18 Jan'y. No. 148

Nos. 310-312

Malabar

The charge incurred
defending the suit
brought against Mr.
the Engr. Envoys by
the contractor Tharamal Sreed
refused, sanctioned with
costs.