

(1) Number of pages _____

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(3) Initials of the Referencer _____

MADRAS RECORD OFFICE

Government of Madras

DEPARTMENT

G.O. No.	188 B	Press	Original
B.P. No.		Mrs.	
Dated	22. 1.	195	1875

Not to be folded or roughly handled

No. 392-c. Read the following letter from Colonel F. J. MOBERLY, R.E.,
Superintending Engineer, Chingleput, to Colonel G. W. WALKER, R.E.,
Secretary to Government, Public Works Department, dated Camp at
Red Hills, 11th January 1875, No. 3,467:—

I HAVE the honor to bring to the notice of Government that Captain A. C. Smith, Executive Engineer, Mount Range, gave out, in February 1874, a work estimated to cost Rupees 125-9-7 for strengthening the bund of Terooneermullay Tank, Sydapett Taluq, to a man named Rungacharry of the same village. This man failed to complete the work within a reasonable time. The Overseer reported to the Executive Engineer, on the 30th March and 23rd April 1874, that the work was incomplete, and in June 1874 the Executive Engineer personally inspected the work and found it to be still incomplete. According to pit-measurements of the Overseer, it appears that only 1,269 $\frac{3}{4}$ cubic yards or Rupees 79-5-9 worth of earthwork was done up to 21st April 1874, and payment was withheld by the Executive Engineer till the work was fully completed to his satisfaction.

2. The above-mentioned Rungacharry has instituted a suit in the District Court of Poonamallee against the Executive Engineer, Captain Smith, for the recovery of Rupees 150, which is alleged to be the balance of cost of earthwork executed by him to the tank under a contract. The District Munsif issued a summon to the Executive Engineer to appear before the Court to answer the suit on the 27th January 1875. Captain Smith asserts that no formal contract whatever exists between himself and Rungacharry. I enclose Captain Smith's rough answer to the plaint, for the information of Government. He is prepared to pay the amount justly due to Rungacharry if he completes the work, but he would not do so before. Under these circumstances, I solicit orders that Captain Smith may be allowed to defend the case at the Government expense.

3. As some time may take place before the receipt of Government Orders on the subject, I have directed the Executive Engineer to apply to the Court to postpone the hearing to some other convenient day.

No. 292-D.

ORDER THEREON, 22nd January 1875, No. 188-B.

ESTABLISHMENT, No. 28.

UNDER the circumstances brought to notice, His Excellency the Governor in Council sanctions the defence of the suit at the expense of Government. Paragraph 5 of the answer will be omitted, and the 6th paragraph should state the readiness of the defendant to pay the value of work actually done by the plaintiff, subject to such deductions as the Superintending Engineer shall direct to be made on account of the work having been left incomplete for so long a period. The completion of the work will now be undertaken departmentally without any further delay.

Proceedings of the Madras Government, Public Works Department,
22nd January 1875.

2. The Superintending Engineer neglected to forward an English translation of the plaint, as directed in paragraph 5, page 36, of the Public Works Code; the omission will now be supplied.

(True Extract.)

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

To the Superintending Engineer, Chingleput.

No 3467
Supg. Engrs Office Chingleput
Chingleput 22nd January 1875

From

The Superintending Engineer
Chingleput.

To
The Secretary to Government,
Department Public Works.

Sir,

Enclosure

I have the honor to bring to the notice of Government that Captain A.C. Smith Executive Engineer in Mount Range, gave out in February 1874, a work estimated to cost Rs 125-9-7 for strengthening the bund of Leasemulley Tank, Sydapett. Taluk, to a man named Ranga Chary of the same village. This man failed to complete the work within a reasonable time. The Querser reported to the Executive Engineer on the 30th March and 28th April 1874 that the work was incomplete and in June 1874 the Executive Engineer personally inspected the work and found it to be still incomplete. According to pit measurements of the Querser, it appears that only 1269 $\frac{3}{4}$ Cubic yards or Rs 79-5-9

month of earth work was done up to
24th April 1874 and payment was
withheld by the Executive Engineer
till the work was fully completed
to his satisfaction.

2. The above mentioned Ranga
Chary has instituted a suit in
the District Court of Ponnammallee
against the Executive Engineer,
Captain Smith, for the recovery of
Rs 150 which is alleged to be
the balance of cost of earth work
executed by him to the tank
under a contract. The District
Munsiff issued a summons to
the Executive Engineer to appear
before the Court to answer the
suit on the 27th January, 1875. Captain
Smith asserts that no formal
contract whatever exists between
himself and Ranga Chary. I
enclose Captain Smith's rough
answer to the plaint for the
information of Government. He
is prepared to pay the amount
justly due to Ranga Chary if he
completes the work but he
would not do so before. Under
these circumstances, I solicit
orders that Captain Smith may

be allowed to defend the case
at the Government expense.

3. As some time may
take place before the receipt
of Government orders on the
Subject, I have directed the
Executive Engineer to apply to the
Court to postpone the hearing
to some other convenient day.

I have the honor to be,
Sir,

Your most obedient servant

J. H. Roberts
Colonel R.E.
Supg Engineer Chingleput



To Accompany the letter from this Office to
 Superintending Engineer Chingleput No 2521 dated 1st 4th
 January 1875.

With reference to a plaint made against
 me in the District Munsiff's Court Ponnammallee
 by one Rungachary of Tiruvannamalai I beg to
 reply that:-

1st The amount of estimate was only Rs. 125-9-7
 and that therefore the amount Rs. 150. Cannot in
 any Case be claimed by plaintiff.

2nd That work to the amount of Rupees 79-5-9
 worth only was done by plaintiff as per pet
 measurements by Overseer and that the work is
 consequently incomplete.

3rd That in consequence of non-completion of
 the job the work is useless and valueless.

4th That plaintiff has never received any
 order from me to stop the work.

5th That no Contract whatever exists in ^{the} matter.

6th That when plaintiff has completed the
 work I shall be ready to pay the amount
 of estimate subject to a deduction of
 percent

not filled 13/1/75

1st Division of District
 No. 200
 The Superintending
 Engineer
 Chingleput 28th

Chief Secretary to
 Govt. of M. S. P.
 Council, Madras

Dated 13th January
 1875

As I have permitted
 that the estimate be
 submitted to the
 District Munsiff's Court
 in the District
 of Ponnammallee
 by one Rungachary of
 Tiruvannamalai
 No. 2521 dated 1st 4th
 Jan 1875

1875-1-75

No 392-16

18/1-75

per Cent for gross delay and deterioration
of work.

4th January 75. *Smith Captain R.E.*
Esq. Ceylon Marine Range
Letter from the
Superintendent
of the Dockyard
at Government P.O.
No 3467 of 10th Jan 75
M. 200/75

100-10-10-10-10-10

P. W. D.

Proceedings of the Madras Government,
Under date the 187

Read the following:—

From the Superintendents } H.E. No. 3467 of 10th Jan 75
 Chief Engineer }
 G.O. No. 188 B of 22nd January 1875

Under the circum-
 stances brought to
 notice His Excellency
 the Governor in Council
 sanctions the defence
 of the suit at the
 expense of Government.

The 6th para of the
 answer to the plaint
 should state the rea-
 sons of the defendant
 to pay the value of work
 actually done by the
 plaintiff subject to such

Para 5 of the
 answer will be
 added.

such deductions as the
Superintending Engineer
shall direct be made
on account of the work
having been left in-
complete for so long
a period. The completion
of the work will now
be undertaken separat-
-mentally without any
further delay.

The Super Engineer
has neglected to forward
an English translation
of the plaint as directed
in para 5 page 36 of
the Public Works Code.
The omission will now
be supplied.

Yours

To the S.E. Chingleput

Mr. Super 22/1/75.
S. Capri de 28/1/75.

200 ✓

Govt of 1875 Madras.

PUBLIC WORKS.

To

The Supergr.
Chingleput

Dated

Recd.

Encl. /

G. O. 22 Jan'y. No. 158B

No. 352 C-2929.

Suit The defence
of the Suit brought against
Capple Smith, Mount Range
Officer by ^{one} Rungachary
sanctioned with remarks
v the ~~work~~ completion
of the ~~work~~ work still
required for others than
the bund of Peroonceermully
bank ordered to be
carried out defectively