

19

*Proceedings of the Madras Government, Public Works Department,
28th October 1875.*

Read the following:—

No. 450. From the Supg. Engr., Chingleput, dated 18th Sep. 1875, No. 2,490.
No. 450-A. From do. do. „ 13th Oct. „ „ 2,923.

No. 451. ORDER THEREON, 28th October 1875, No. 3,041.

ESTABLISHMENT, No. 18J.

No. 188-B, dated 22nd Jan. 1875.
„ 1,499, „ 31st May „

WITH the first of his letters above recorded, the Superintending Engineer Chingleput, submits the judgment of the District Munsif of Poonamallee in the case referred to in the orders quoted in the margin.

2. This suit has been instituted for the recovery of a sum of Rupees 150,* being the value of 1,958 $\frac{1}{2}$ cubic yards of earthworth, at the rate of 1 $\frac{1}{4}$ Annas per

cubic yard, alleged to have been done in connection with the bund of Teroneermullay tank in the Sydapett Taluq. This quantity has been made up on measurements taken by the Maistry, Ramakistna Pillay. The measurements of the Overseer, however, show only 1,269 $\frac{3}{4}$ cubic yards to have been executed, the cost of which, at the rate of 1 $\frac{1}{4}$ Annas per cubic yard, amounts to Rupees 99-3-2. It is alleged by the Overseer Mooragasa Pillay that this work has not been properly done, and that the rate of 1 $\frac{1}{4}$ Annas as entered by him is a clerical error, the correct rate being 1 Anna per cubic yard, which would reduce the cost of the work done to Rupees 79-5-9. The Court have, however, overruled both these objections, and decreed payment of the full amount of Rupees 99-3-2 with costs, for which it holds the 2nd defendant, Mooragasa Pillay, wholly responsible.

3. The ground on which the first objection has been overruled is that no mention is made in the Overseer's report, dated 30th March 1874, of the want of tamping and sloping, although this appears to have been alluded to in the subsequent report of the 28th April. Neither of these documents has been submitted, so that it is impossible to form an opinion of the exact nature of the reports made by the Overseer. These however appear to state generally that the work had not been carried out in accordance with the estimate.

4. In respect to the second objection as to the rate agreed upon for carrying out the work, great carelessness on the part of the Overseer appears to have been shown in entering a rate of 1 $\frac{1}{4}$ Annas per cubic yard when the correct rate was only 1 Anna the cubic yard. Precaution should also have been taken to bind the Contractor down to the completion of the work, which has now to be carried out departmentally at a further cost of Rupees 45.

5. Seeing that with a proper amount of care in the supervision of the work and in the preliminary arrangements for giving it out on contract, for which the Overseer is responsible, the institution of this suit could have been prevented, or if brought

Proceedings of the Madras Government, Public Works Department,
28th October 1875.

could have been defeated, the Honorable the Governor in Council is of opinion that Mooragasa Pillay should be held accountable for the costs, the amount decreed for work actually done being met by the State.

(True Extract.)

Major-General, R.E.,
Secretary to Government.

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

Exd. W. J. Lewis
Spare Copies

30
In the Court of the District Munsiff,
Ponnammallur.

No. 631 of 1874.

Judgment.

The Plaintiff has filed this suit to recover a sum of Rs 150 and the interest accruing thereon being in payment for earth-work executed by him to Sinneramma. By large bank a pieceably to an order issued to him on the 20th January 1874 by the 2nd Defendant with the permission of the 1st Defendant. The Plaintiff is said to have carried out the work accordingly which was measured by the 3rd Defendant on the 28th March 1874, the whole work amounting to 1958 7/8 Cubic yards. It is also said that on the Plaintiff's asking the 1st and 2nd Defendants to pay him the above sum as particularized below, he was refused.

1958 7/8 Cub yds @ 14 Annas & Cub yd 153-0-2.

Disallowed by the Plaintiff himself 3-0-2

Net amount due 150-0-0

3^d The 1st Defendant argues that up to 30th
 March 1874 though the Plaintiff was allowed
 3 times to delay the execution of 2096 Cub yds
 of earthwork to the Bank in question, yet
 he was not able to carry out the work: that
 there is a notice published in the New Irish
 Gazette dated 14th October 1873 which requires
 that the Contractor who fails to carry out his work
 according to the estimate for which the payment
 due to him. That he has received a report from
 the 2^d Defendant to the effect that on measuring
 the work on the 30th March and 28th April 1874
 he found 757 1/2 and 570 1/4 Cub yds of earthwork
 only was carried out without any sloping
 and dumping work and that the work done
 was more than twice of less than than the
 Plaintiff has not carried out more 82 1/2 Cub yds
 of work and that according to the following
 particulars it would be observed that the Plaintiff
 is indebted to the extent of Rs 33-11-3 instead
 of there being anything due to him.

12 63 3/4 Cub yds.

12 63 3/4 Cub yds earthwork @ 11 pice D.C. 77-5-7
 carried out by the Plaintiff

Deduct

For dumping and sloping
 the above work which the
 Plaintiff has failed to
 do, at 3 pice D.C. 19-5-
 at the rate which will have
 to be paid to some body
 else to carry out the
 82 1/2 Cub yds of earth-
 work which the Plaintiff
 has failed to execute
 at 6 pice D.C.

25-13-1

115-2-1

~~45-10-6~~

~~38-11-3~~

34-3-8

Balance due by the Plaintiff

vide exhibit Memo No 8.

3^d The 2^d Defendant pleads that under the
 orders of the 1st Defendant he ordered the
 Plaintiff to execute the work, that as the Plaintiff
 failed to carry out the work according to
 estimate he the 2^d Defendant reported the
 matter to the 1st Defendant and therefore that
 his name should be struck off the list of
 Defendants in this case.

4. 3^d Defendant is ex parte.

Issues.

- 1st Whether the Plaintiff has caused 2096 Cubic yards of earthwork.
- 2nd What is the usual rate for earthwork.
- 3rd Whether the 1st Defendant assented to the Plaintiff's measurement of the work.
- 4th Whether the Plaintiff has agreed to remove 2096 Cubic yards of earthwork.
- 5th Whether the Plaintiff has failed to do so.
- 6th What is the amount of loss which has resulted by the Plaintiff's leaving the work incomplete and by not doing the work.
- 7th Whether the Plaintiff has failed to do so.
- 8th Whether the Plaintiff has failed to do so.
- 9th Whether the Plaintiff has failed to do so.
- 10th Whether the Plaintiff has failed to do so.
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- 100th Whether the Plaintiff has failed to do so.

of earthwork carried out by the Plaintiff is not in accordance with the Estimate.

II. Report dated 28th April 1874 with pit measurements stating that 510 1/2 Cubic yards of earthwork carried out by the Plaintiff is not in accordance with the Estimate.

Witness of the Plaintiff and 1st Defendant.

Homeapah - Head of the

Witness of the Plaintiff.

- | | |
|----------------------------------|---|
| 1 st Guchadry Syngar | 1 |
| 2 nd Amachasany Paddy | 2 |
| 3 rd Paddy | 3 |
| 4 th Paddy | 4 |
| 5 th Paddy | 5 |

Witness of the 1st Defendant.

1st Paddy Paddy Paddy

2nd Paddy Paddy Paddy

3. In the exhibit A it is mentioned that the work should be carried out within 7 days. It is an order issued to the Plaintiff by the 1st Defendant. From the very fact of the Plaintiff having commenced the work on the strength of this order it is evident that he has abided by it. It is also

clear

clear that the Plaintiff is not entitled to
to the 2^d Defendant to finish the work in the
any limited time as the 2^d Defendant has
mized the work which the Plaintiff cannot
out extending even up to 24th Decr. 1880.
a grievance has been to him as to a delay to
from the Plaintiff to the extent that he is
draw out concerning delivery of the work.
8. The 2^d and 3^d Defendants

8. The 2^d and 3^d Witnesses of the Plaintiff are
that the 2^d and 3^d Defendants have twice
measured the work executed by the Plaintiff
which on each occasion amounted to in value
to 500, 400 and 700 Cables and in length
to 900 and odd Cables. That the work
was completely done by the Plaintiff and the
the sleeping workmen and that the Plaintiff
has agreed to have the Plaintiff of
1/4 Anna & Cables.

The 4th and 5th Defendants in the
State that they have executed the same
for Plaintiff to the credit of the said
The 6th Witness of the Plaintiff states
that in the year 1863, the Engineer's Report

Have paid at the way of the same. I believe
a further account to the same institution.

[illegible]

10. The Court directed the 2^d Defendant of the 1st to draw up the 1st and 2^d Affidavits to the effect that the Plaintiff has agreed to excavate 2000 cubic yards of Earthwork for the 2^d Defendant, as also the 2^d Affidavit of the 2^d Witness.

to the effect that the Plaintiff has agreed to
carry out 2076 cubic yards of earthwork. The
Statement of the 2^d Defendant that the 2^d Defendant
had arranged with the Plaintiff to carry out
the earthwork for him above named. This is
contrary to the fact of the case as stated
in Exhibit I which is said to have
been produced by the 2^d Defendant.

The 2^d Defendant states that he knows from the
Statement that the Plaintiff has agreed to
carry out 2076 cubic yards of earthwork. The 2^d Defendant
has not filed any such statement. He has
defined in Exhibit A that the Plaintiff
should make arrangements for carrying out
the earthwork. At the 2^d Defendant's statement that
the Plaintiff should carry out the
cubic yards of earthwork he must have
obtained some written statement to that
effect. There does not appear to be
such document. If the Plaintiff has
agreed to carry out 2076 cubic yards of
earthwork it would have been stated to
by the 2^d Defendant in Exhibit I but it is
not

not so.

The court is obliged therefore to take into account
only the quantity of work actually carried out
by the Plaintiff. The Plaintiff has not produced
any documentary evidence to show the
Statement of the 2^d Defendant and the effect
that the Plaintiff has carried out 1900 cubic
yards of earthwork. It is therefore to be presumed
that 1219 3/4 cubic yards is the actual quantity
as would appear in Exhibit I & II. It is
reasonable that payment should be made
in accordance with the value of the work
as stated in Exhibit I.

The 2^d Defendant has not proved by any
evidence that the value of the work carried out
in Exhibit I is correct, nor as stated by him.
He has not proved in Exhibit I that
banking and sloping work has been
carried out; but it is in Exhibit II. If this
work had been carried out the
2^d Defendant would have been paid for
Exhibit I but it is not so.

The court believes to be true the
Statement

State in brief of the 1st and 2^d Defendants who
are the persons that actually worked in the
Plaintiff where they say that sawpiling and
sloping work was carried out.

13. The court cannot conceal that the
notification alluded to by the 1st defendant
to have been published in the St. Louis
Journal has any reference to the present
case. It is about a village undertaking
to carry out the repairs of his own village
bank within a fixed time and paying well
to and has nothing to do with the case in hand.

14. The 1st and 2^d Reports of the Commission
afforded every cause for the present acquittal.

20 Defendant does not come in for the
 case. When the opening is made
 Defendant had no more to say.
 The 20 Defendant is

of earthwork. Though the President
under the above circumstances, should
20 September 1861

Considered reasonable that the J. Dep. in
above

Should not be made responsible for the liability
thereof.

15. The court decreed that the 2^d Defendant should pay the Plaintiff the cost of the above survey to be of 12 by 3/4 cubic yards of earthwork at 14 cents a D cubic yard which would be 13.97-13-2 and the proportionate cost of the Court for that survey the 1st and 2^d Defendant. It was ordered given their liabilities in this case and the 2^d Defendant he made to pay the cost of the Court for the 1st and 2^d Defendant.

London and Paris Nov 28th 1875.

August 2. Philippa Trachis
 Richard Manssiff's

June 24/99

Wm. H. Starnes Esq.
Headquarters

/ True Translation /

49
Hobbs Colonel R.E.
Supt Engineer Chazyport

District Munsiff Court of Panamallee
No 631 of 1874.

In the presence of J. Chellappa Saikar,
District Munsiff

Defendants
Main A.C.
R.B. Co.
over Mouth
residing
at Thoma's
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ersee
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to of Thoma's
Thoma's

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1st The Plaintiff has filed this
suit to recover a sum of Rs 100 and the
interest and cost accruing thereon being
in payment of earth work executed
by him to Sinnermalay (Arya Saikar) as per
ably

Enclosure in a letter

from the Chief of Police
to the District Munsiff
dated 27.12.1874

17th 28 October 1874

1874-1875

1874-1875

4.0.21th Aug 1875 No 5724
- 22nd Jan 1875-392263923
Memo. No 6019155 Aug 75.

P. W. 1875 Sept.
No. 6035

From *Supy*
THE DISTRICT ENGINEER,
CHINGLEPUT.

To
THE Secretary to Govt.
P. W. Dept.

Dated *20* Sept 1875.
Received *21*
Ch. *Dr* Memo No 601
No. 2490 1-10-75
ENCLOSURE. 1

Forwards a
translation of the
judgment in the case
of Ranga Chamy versus
Captain Smith R. E.

Recd 28-10-75
Ltr-27-9-75-251-10-75
and published 21-9-75

G. D. No 3041 - 28-10-75

District Munsiff Court of Panamallee
No 631 of 1874.
In the presence of J. Chellappa Saikar
District Munsiff.

Plaintiff
Ranga Chamy residing
at Tirunermalay attached
to Lydappett Taluq.
Takkal
Lachlier.

Defendants
1. Captain A.C.
Smith R.E. Esq.
Engineer Mount
Ranga residing
at Saint Thomas
Mount Lydappett
Taluq.
2. Murugasappa Pillay
Taluq Overseer
belonging to the above
range residing in
the limits of Malom
dur Saint Thomas
Mount.
3. Ramakrishna
Pillay Maistry of the
British range residing
in Palamedu taluq.
Lydappett Taluq.
1st Defendants Takkal
Venkatar Krishna Pillay
2nd Defendant in person
3rd Defendant ex parte.

1st The Plaintiff has filed this
suit to recover a sum of Rs. 100 and the
interest and cost accruing thereon being
in payment of earth work executed
by him to Tirunermalay Range Tank agree-
ably

1958⁹/₁₆ Culyds @ $\frac{1}{4}$ ¢ per Culyard ———— 153-0-2
Disallowed by the Plaintiff }
 himself } 3-0-2

Net amount due ————— 150-0-0
Deere.

Court's Cost incurred by the Plaintiff.
Cost of the 1st stamp for the Plaintiff
I recover a sum of Rs. 99-13-2 decreed
in favor of the Plaintiff ————— Rs 7-8-0
Vakils fee ————— 4-15-2
Summons for Defendants including
Registers } 1-5-0

	Brought over	13-12-2
	19	1-0-0
Batta for summons	_____	2-4-0
do for witnesses	_____	1-8-0
Cost of stamps	_____	
Total Rupees		18-8-2

2nd Dependent
Proportionate cost of 1st Stamp
for the amount not decreed in
favor of the Plaintiff viz: Rs 50-2-10
Taxes fee _____ 2-8-0
Total Rupees 6-4-0

2^d. Defendant—
Court's cost incurred by thest Defendant
Vakil's fee on the amount decreed
to the Plaintiff ————— Rs 4-15-2
Cost of stamp ————— 1-0-0
Total Rs 5-15-2

Take a fee on the amount not
decreed in favor of the Plaintiff } 2-8-0

This should be made good by the Plaintiff himself.

My

My signature and the seal of the
Court affixed on the 28th day of
June 1875.

/Signed/ J. Chellappa Naiker
District Munsiff

/Signed/ H. Narasimha Chetty
Head Ginnastah.

/ True Translation /

Ca 28 October 75

will 3-4-50a

J. M. S. by Coll. R. E.

Supr Engineer Chingleput

NO 2

NO. 2923

CHINGLEPUT SUPERINTENDING ENGINEER'S OFFICE.

CHINGPUT, 13th October 1875

From

THE SUPERINTENDING ENGINEER,

Chingleput.

To

The Chief Engineer
Department Public Works.

Sir,

Enc:
1 Translation
of the Decree

With reference to your Memo-
randum No 607 dated 1st instant
I have the honor to forward a
translation of the Decree showing
the costs in connection with the
suit of Ranga Chetty versus
Captain A. C. Smith B. E. and
others as therein called for.

I have the honor to be,

Sir,

Your most obedient Servant.

J. M. S. by

Colonel, R. E.

Superintending Engineer Chingleput.

No 3041

Public Works Dept.

Proceedings of the Madras Government
Under date the 28. Decr 1875
Read the following

From
The Sup^r Engineer } (H.C. No. 2490 of 18th Sept 75)
Chingleput } (a.D. 2923 = 13th Decr 75)
Do —————

the first of
With his letter
above recorded the
Sup^r Eng^r Chingleput
submits the judgment
of the District Munsiff
of Ponnammallee in
the case referred to in
the orders quoted in
the margin
This suit has
been instituted for the
recovery

1883 4/22nd Juny 1875
1499 - 31st May 1875

W. 1875 Sup^r

From
H.C. No. 6518
THE DISTRICT ENGINEER,
CHINGLEPUT.

To
THE Secy. Engineer
P. W. Dept.

Dated 18th Decr 1875.
Received 11/11

No. 2923
ENCLOSURE

Enclosure
Latham J. M. deane
showing the water in
connection with the
unit of P. W. Department
near the P. W. Dept.
Chingleput P. W. Dept.
P. W. Dept.
P. W. Dept. 28. 10. 75.

20-10-75
20-10-75
20-10-75

recovery of a sum of
Rs 150 being the value
of 1958 $\frac{9}{16}$ cubic yards
of earth work at the
rate of $1\frac{1}{4}$ annas per
cubic yard alleged to
have been done in con-
nection with the bund
of Terouermullay
Tank in the Sydapatti
Taluk. This quantity
has been made up on
measurements taken by
the Maistry, Ramakrish-
na Pillay. The measure-
ments of the Overseer
however show only 1269 $\frac{3}{4}$
cubic yards to have been
executed, the cost of which
at the rate of $1\frac{1}{4}$ annas
per cubic yard amounts

to

Exclusive of Rs 3-0-2
deducted by Plaintiff

to Rs 99-3-2. It is
alleged by the Overseer
Mooragasa Pillay
that this work has
not been properly done,
and that the rate of
 $1\frac{1}{4}$ annas as entered
by him is a clerical
error, the correct rate
being 1 anna per
cubic yard - which
would reduce the
cost of the work done
to Rs 79-5-9. The
Court have however
overruled both these
objections and denied
payment of the full
amount of Rs 99-3-2
with costs, for which
it holds the 2^d defendant,
Mooragasa

Maaragasa Pillay
wholly responsible.

The ground on which
the first objection has
been overruled is that
no mention is made in
the Overseer's report dated
30th March 1874 of the
want of tamping and
sloping, although this
appears to have been
alluded to in the sub-
sequent report of the
28th April. Neither
of these documents have
been submitted so that
it is impossible to form
an opinion of the exact
nature of the reports made
by the Overseer. These
however

270
however appear to
state generally that
the work had not
been carried out in
accordance with the
Estimate.

In respect to
the second objection
as to the rate agreed
upon for carrying out
the work, great care-
lessness on the part
of the Overseer appears
to have been shown
in entering a rate of
1 $\frac{1}{4}$ annas per cubic
yard when the correct
rate was only 1 anna
the cubic yard. Pre-
caution should also
have

have been taken to bind
the Contractor down
to the completion of the
work, which has now
to be carried out de-
partmentally at a
further cost of Rs 45.

Seeing that with
a proper amount of
care in the supervision
of the work and in
the preliminary arrange-
ments for giving it out
as Contract, for which
the Overseer is respon-
sible, the institution
of this suit could
have been prevented,
or if brought, could
have been defeated,
the

the Honble the Governor
in Council is of opinion
that Mangasa Pillay
should be held ac-
countable for the costs,
the amount decreed
for work actually done
being met by the State.

by 25/9
[Signature]

Supg. Engr. Ching'ant
& Controller of P. W. Works.

Ms. 10-11-75