

(1) Number of pages_____

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MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No.	692	Press	<i>Original</i>
B.P. No.		Mis.	
Dated	11 - 3 -	1875	
		195-	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
11th March 1875.*

No. 299. Read the following letter from J. W. RUNDALL, Esq., District Engineer, Tinnevely, to Lieut-Colonel J. MULLINS, R.E., Chief Engineer for Irrigation, dated Palamcottah, 8th February 1875, No 170 —

I HAVE the honor to request you will be good enough to obtain the sanction of Government to the defence of a suit brought against Mr. Grant and myself in the Subordinate Court at this place for Rupees 434-13-11, by a Contractor employed by Mr. Grant to do some work on the Aryanaikapuram anicut.

2 The work in question was the construction of a brick in hydraulic mortar wall in front of the anicut at its south end to prevent leakage through it. The circumstance of the bad work having been done, and its rejection, was mentioned to you when you inspected the anicut on the 8th October last.

3 I forward, herewith, the draft answers proposed to be filed by Mr. Grant and myself, which, I think, sufficiently explain the defence to be made.

4. The conduct of the Overseer who was in charge of the work is extremely reprehensible, and now that the matter of this bad work has to be brought to the notice of Government, I think it right to forward an extract from my letter to the

No. 125, of the 21st April 1874

Range Officer on the subject — "Overseer Vettivalu Pillay had only three works in his charge, knowing that a very high rate was allowed for the work at Aryanaikapuram anicut, it was his special duty to see that work of a superior character, with carefully prepared hydraulic mortar, was executed, and he has signally failed in his duty. The limited quantity of work he had to superintend bars any excuse of his not being able to look after this particular work.

"Overseer Vettivalu Pillay came to this district in disgrace from Tanjore, and this instance of his neglect of a work requiring special attention shows he is not a reliable man. His failure of duty in this district is now placed on record, and a second instance of it will entail his dismissal from the service."

5 Overseer Vettivalu Pillay has, at his own request, been employed in the Trichinopoly District since the 14th of last month, but I have by entry in the Overseer's service register informed the District Engineer of his unsatisfactory conduct while in this district.

No 300. ORDER THEREON, 11th March 1875, No. 692.

ESTABLISHMENT, No 20.

THE defence of the suit referred to in the foregoing letter from the District Engineer, Tinnevely, is authorized, leaving it to be determined hereafter whether the costs, if any, shall be met from public funds.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer, Tinnevely.

.. Chief Engineer for Irrigation

.. Controller of Public Works Accounts.

Exd. S. I. Auston

Spare Copies

15/2
Answer proposed to be filed by
Mr. J. D. Grant 1st Defendant in the
suit brought against the District Engineer
Tinnevely and Mr. Grant Assistant
Engineer Shermaideri Range for Rupees
434-13-11. Plaintiff Varayana Pillai.

MEMORANDUM.

REQUESTED for reference the under-mentioned papers :—

Original letter No 1709 & 726/55 from the
Enclosure from to S. E. Tinnevely received
in S. E. N. 692-11 March/75

OFFICE OF THE CHIEF ENGINEER
FOR IRRIGATION,

24-7-1875.

H. W. M.
Head Clerk.

To

The Registrar of the District

The Muckilika signed by the
plaintiff and his partner is dated
9th January 1874, and engages to com-
plete the work according to the Esti-
mate and Specification, and to the
satisfaction of the Range Officer.

Answer proposed to be filed by
Mr. J. D. Grant 1st Defendant in the
suit brought against the District Engineer
Linnerville and Mr. Grant Assistant
Engineer Shermaderi Range for Rupees
434.13.11. Plaintiff Varayana Pillai

The Estimate for the work which
is the subject of this suit amounted
originally to Rupees 650 and provided
for filling in hollows with concrete, for
plastering and pointing certain parts
of the Anicut, and for building a
wall in front of a portion of the
Anicut which leaked.

The rate for Brickwork was Rs.
6½ per Cubic yard and was exception-
ally high because the work was known
to be a difficult one and because an
exceptionally good class of work was
required.

The Murchikha signed by the
plaintiff and his partner is dated
9th January 1874, and engages to com-
plete the work according to the Esti-
mate and Specification, and to the
satisfaction of the Range Officer.

Clay was found amongst the Chunnam
in the work, and apparently the water
had not been baled out before the
work was begun.

The work above water level was of
better quality but not worth Rs. 62 a
Cubic yard.

Whether the Overseer and Maistry
were constantly on the spot or not
is a matter of no import as with
the Range or Sub Division Officer.
The passing of work is well known
to be. This is a well known custom
on works in the District, and it is
fully understood among Contractors
that till inspected by the Range
Officer the work is not taken over
from them or approved.

Plaintiff's claim Rs. 434.13.11.
whereas in the 12th May he stated his
claim to be only Rs. 365, in a petition
to the Range Officer. This claim was
rejected.

(Signed) J. D. Grant
Shermaon
5 February 1915

Answer proposed to be filed by
Mr. J. W. Randall - 2nd Defendant.

The facts 1st that the work at the
Aryankapuram Anicut was given
on Contract to the Plaintiff by the Range
Officer and secondly that the work
was required and specified for and
that an exceptionally high rate was
allowed will be deposed to by Mr. Grant.

Mr. Grant having inspected the
work on the 1st April found the work
done by the Plaintiff to be most in-
ferior requested me to examine it.
I did so on the 15th April. I found
the mortar inferior, the bricks bad
without any attempt at bond appa-
rently the bricks had been thrown in
at the bottom and the mortar thrown
on top of them. The work was useless
for the purpose it was required, viz
preventing leakage through the body
of the Anicut. As the Plaintiff
had not fulfilled the terms of
his Contract and has not done the work
in accordance with the specification, I
directed the Range Officer to refuse pay.
The Government are not

Clay was found amongst the Chumam
on the work, and apparently the water
had not been baled out before the
work was begun.

The work above water level was of
better quality but not worth Rs 62 a
Cubic yard.

Whether the Overseer and Ma-
stry were constantly on the spot or not
is a matter of no import as with
the Range or Sub Division Officer
the passing of work is well known
to be. This is a well known custom
on works in the District, and it is
fully understood among Contractors
that till inspected by the Range
Officer the work is not taken over
from them or approved.

Plaintiff now claims Rs 434-13-11
whereas in the 12th May he stated his
claim to be only Rs 365, in a petition
to the Range Officer. This claim was
rejected.

Thermason

5 February 1952

(Signed) J. D. Grant

Answer proposed to be filed by
Mr. J. W. Pundall 2nd Defendant.

The facts 1st that the work at the
Aryankapuram Ament was given
on Contract to the Plaintiff by the Range
Officer and secondly that superior work
was required and specified for and
that an exceptionally high rate was
allowed will be deposed to by Mr. Grant.

Mr. Grant having inspected the
work on the 1st April found the work
done by the Plaintiff to be most in-
ferior requested me to examine it.
I went to the work on the 15th April. I found
the mortar inferior, the bricks laid
without any attempt at bond appa-
rently the bricks had been thrown in
at the bottom and the mortar thrown
on top of them. The work was useless
for the purpose it was required, viz
preventing leakage through the body
of the Ament. As the Plaintiff
had not fulfilled the terms of
his Contract and was not doing the work
in accordance with the Specification, I
directed the Range Officer to refuse pay-
ment. The Government are not

found to pay for work inferior to the specification. I therefore request that the suit may be dismissed with costs.

Pithapuram
9.2.75

S. W. Randall Esq
District Eng

Draft answer prepared
for file by Mr J. S.
Grant and the District
Engineer

Mr 12/26/75

1/28/75

No 170 District Eng's Office Tanjore
Palamcottah 8 February 1975
From J. W. Randall Esq
To District Engineer Tanjore
Lieut Colonel J. Mullins R.E.
Chief Engineer for Irrigation

Enclosure, I have the honor to request you will be good enough to obtain the sanction of Government to the discharge of a suit brought against Mr Grant and myself in the subordinate Court at this place for Rupees 434-13-11 by a Contractor employed by Mr Grant to do some work on the Arjannakapuram Anicut. -
2. The work in question was the construction of a Buck in Hydrant - the Mortar wall in front of the Anicut at its South end to prevent leakage through it. The circumstance of the bad work having been done and its rejection was mentioned to you when you inspected the Anicut on the 8th October last -

3. I forward herewith the draft answers proposed. W. Lee filed by Mr Grant and myself, which I think sufficiently explain the defence to be made.

4. The conduct of the Overseer who was in charge of the work is extremely reprehensible, and now that the matter of this bad work has to be brought to the notice of Government I think it right to forward an extract from my letter to the Range Officer on this subject.

"Overseer Vettivalu Pillay had only 3 works in his charge. Knowing that a very high rate was allowed for the work at Arumathapuram. And it was his special duty to see that work of a superior character with carefully prepared hydraulic mortar was executed and he has signally failed in his duty. The limited quantity of work he had to superintend bars any excuse of his not being able to look after this particular work.

Overseer Vettivalu Pillay came

N^o 125 of
the 21st April
1874.

to this District in disgrace from Tanjore and this instance of his neglect of a work requiring special attention shows he is not a reliable man. His failure of duty in this District, is now placed on record and a second instance of it will entail his dismissal from the service."

5. Overseer Vettivalu Pillay has at his own request been employed in the Sirkumsoy District since the 14th of last month, but I have by entry in the Overseers Service Register informed the District Engineer of his unsatisfactory conduct while in this District.

I have the honor to be
Sir
Your Most Obedt Servt
J. W. Russell
District Engineer

Proceedings of the head and foot!
Read the following

The District Engineer
Sinnivelly

(H. E. 20140 of 8th Feb/75)
692

The defense of the suit referred to in the foregoing letter from the District Judge, Messrs Simevelly is authorized, leaving it to be determined hereafter whether the costs, if any, shall be met from Public Funds -

Aug. 17/10

1. To the District Surgeon Timewell ✓
 2. — Chief Surgeon for Drigations ✓
 3. — Controller of all accounts ✓
 4. — District Engineer Richmond ✓

12-8-95

None

~~Received of~~
~~Wm. Griffiths~~
~~the sum of~~
 10:1226
 the Doct. Inver
 annually
 the Chief Inquest
 for navigation

ruled 78.
 Fed. 133 ^{and 2} ordinary 175.
 New. 24 ^{small} 100 to 1 1/2

My dearest friends
I am so glad to hear of
your success in your
writing. I am sure you
will be able to do much
good in the world.

626-2-75

John

House: No 282726 ¹/₂ February 1935
R. G. Lu: 692-11-9-75

1226 ✓
Govt. of 1875, Madras.

PUBLIC WORKS.

To

172
The Dy. Commr.

Visnucherry

Dated

Recd

Encl /

G O.

11 Nov. 1875, No. 192

No.

225-100.

Ent The defence of the
ent brought against the
Dy. Commr. & Mr Grant
by a Contractor, authorized
& the cost to be met from
~~source to be determined here.~~
after question as to the
payment of the costs
from public funds to
be determined hereafter.