

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE

Government of Madras

Public Work

DEPARTMENT

G.O. No.

B.P. No.

1030

(W)

Press

Mis.

Dated

24.4.

1876.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
24th April 1876.*

No. 343. Read the following letter from Lieutenant-Colonel R. F. OAKES, R.E.,
Superintending Engineer, Tanjore, to Major-General G. W. WALKER,
R.E., Secretary to Government, Public Works Department, dated Tanjore,
10th April 1876, No. 602:—

I HAVE the honor to inform you that a suit has been instituted in the Court of
the District Munsif of Trivalore by one
Narayanasawmy Thaven, Contractor, for
repairing a portion of the north bank of

1 Translation of plaint.
1 Copy of proposed defence.

the Puttaur river in the Nannilam Taluq in the Mayaveram Range against Mr.
Supervisor Stephens for the recovery of Rupees 664-1-11 said to be the balance due
to him on account of work executed including Rupees 174 deposited by him as
security for the due fulfilment of his contract with interest thereon.

2. I beg to enclose a translation of the plaint and a copy of the draft answer
proposed to be put in. In the latter full details relative to the case are furnished.

3. The final hearing of the case has been fixed for the 18th May 1876, and I
request the orders of Government relative to the defence of the suit.

No. 344. ORDER THEREON, 24th April 1876, No. 1,030.

ESTABLISHMENT, No. 27.

THE defence of the suit which has
been brought against Mr. Supervisor
Stephens is authorized.

(True Extract.)

Colonel,
Offg. Under Secy. to Govt., P.W.D.

To the Superintending Engineer, Tanjore.
" Examiner of Public Works Accounts.

Exd. A. Grubert.
Spare Copies

The District Munsiff of
Trivalore

Karayanasamy Thannu Son
of Ramaniyathannu living in
Tadavair Village Kodavassal
Maganam Kummilam Taluq. } Plaintiff
Profession Contractor

Mr Stephens Sub. Dy. Officer
of No. 2 Range and late No. 3 Range
living in Kungalanahary - } Defendant
Virkudi Maganum Kummilam
Taluq. Profession Government
Employment

Subject of the plaint

Plaint for the recovery of a sum of
Rs 664-1-11 from the Defendant being the
amount of security and that due on
account of work done on Contract
by the Plaintiff.

I Contracted to carry out
2777 1/2 Cubic Yards of Earth work for
repairing the Duttar North bank west
of Road No. 14 to its head at one corner
a Cubic Yard in Kodavassal Maganum

of Annulima Talug, in which the Defendant is Cde Division Officer and I have executed a kuchilika to this effect on the 12th November 1873 to complete the work before the 12th July 1874, the Defendant has received from me a Security of Rupees 174 for the same.

2 I have finished the work before the stipulated time, the defendant who knows this, ought to have paid me the amount of the Contracted work and the deposit refunded.

3 The defendant has caused a certain amount on account of the work to be paid to me before the time of the Contract and a certain amount after the time, as per details given below, although I have repeatedly asked him for the Security money and the balance due to me on the work yet he did not make them to be paid to me.

Details

Amount of Security — 174 — — —
 Interest on the same from the date of remittance up to 6th December 1875 at 4 per cent per annum — 14. 6. 2
 Total Rs. 188. 6. 2

Brought forward 188. 6. 2

To amount of work done by me as per Copy of Estimate given by the defendant, 277 7/8
 Cubic yards of Earth 100 ft at one anna per Cubic yard 1736-4-6 1924-6-8

Detail of Receipts.

By amount received on the 26 Feb 74 500. — — —
 — D: — D: on the 30 May 1874 165. 13. 7
 — D: — D: on the 31st July 1874 325. 2. 7
 — D: — D: on the 31st March 1875 257. 1. 10
 — D: — D: on the 31st July 1875
 being the balance of Rs. 318. 2. 9
 after deducting the cost of Bricks
 Supplied, viz Rs. 306 — — — 12. 2. 9

Deduct Amount received — 1260. 4. 9

Balance due on the work. 664. 1. 11

I therefore beg that the amount of balance due to me including interest on the net amount up to date of Judgment inclusive of cost of the plaint may be caused to be paid to me by the defendant

/Signed/ J. Kistnasamy

Pleader.

/Signed/ Greenivassu Ragavayengar

Pleader.

marked

One course in a letter
from the undersigned
Darius Stedman last
Oct. 7. to 602. dated
10th April 1876.

Proposed defence in Suit No. 310 of 1875
filed by Contractor Karayanasamy Thannu
in the District Munsiff's Court of Trivalore.

Plaintiff

Defendant

Narayanasamy Thaven
Son of Namanuja Thaven
residing at Tadavain,
Godaavassil Maghamm,
Nunnilum Taluq.

Mr. B. Stephens Sub
Division Officer of the 2
Range residing at Kunga-
:lanchar.

Plaint

Proposed Defence

1 I contracted to carry out 2777½ Cubic Yards of Earth work for repairing the Puttann North bank West of Road No. 14 to its head, at one Anna a Cubic Yd in Godavassal Mahanum of Kinnilum Taluk, in which the Defendant is Sub Division Officer. I have executed a Darchilikah to this effect on the 12 November 1873 to complete the work before the 12th July 1874; the Defendant has received

Yes. The plaintiff undertook to execute the repairs of the North bank of Puttaur from its head to Puthoor limits west of Road No. 14 on Contract, in consideration of receiving payment for the work executed as provided for in the Estimate sanctioned for the work, and executed a Contract agreement accordingly on the 12th November 1873. The Plaintiff was bound under this agreement

Home

market

from me a security of
Rupees 174 for the same

marked A to complete the
work by the 12th July 1874
as shewn in the specification
attached thereto, or in default
to pay a penal sum of
Rupees 174, which sum the
Plaintiff has deposited as
security for the due performance
of the work.

2 I have finished the
work before the stipu-
-lated time, the Defendant
who knows this ought
to have paid me the
amount of the contracted
work and the Deposit
refunded

The Plaintiff did not
complete the work within
the stipulated time, nor
did he ever complete it;
he has been paid for
the work actually executed
by him as shewn in the
Contract Certificates
marked G, H, J, K and L, and
the sum deposited by him
as security has not been
returned to him as he
failed to complete the
work within the time
stipulated in the Contract.

According to the Contract
agreement the Plaintiff
should

should have completed the
work undertaken by the
12th July 1874, but he failed
to complete it accordingly,
and his statement that
he finished the work
before the stipulated time
is not true, in as much
as he has executed work
in the months of February
and March 1875 subsequent
to the stipulated time. The
Plaintiff undertook to
execute 27776½ Cubic
Yards of Earth work
according to the estimate,
but according to the
measurements of work
done by him up to -
March 1875 it was found
that he had only done
20164 Cubic Yards of
earth work. This total
quantity was measured
on five different occasions
as each portion was
executed by him viz,
8823 Cubic Yards on the
16th & 17th February 1874, 3271
Cubic

cubic yards on the 21st May
1874, 5916 Cubic yards on the
28th July 1874, 1960 Cubic yards
on the 22nd March 1875, 194
Cubic yards on the 29th July 1875
for which he has been paid
on five different Contract
Certificates marked *A H J K & L*
showing the quantity of work
executed by the Plaintiff on
each occasion, and the amount
paid for it; and these certi-
ficates are duly signed by
the Plaintiff in token of the
receipt of the amounts.

From what is stated
above it will be seen
that the Plaintiff did not
complete the work within
the time stipulated in the
Contract, viz 12th July 1874

That he did not execute
the full quantity of work
contracted for by him.

That the work actually
executed by him was
duly measured & paid
for by the Department and
that he has no further
claim

claim on the Department
whatever as proved by the
last Contract Certificate
signed by him on the 3rd August
1875 marked *I*, in which he
certifies that no balance is
due to him

If the Plaintiff
was not satisfied with
the measurements of the
work executed he would
not have signed the
Contract Certificate for
payments made to him
for the work executed. This
must prove that he was
satisfied with the measure-
ments of work executed, and
that he has no further
claim on the Department.

In addition to the
Contract Certificates above
referred to, there are witnesses
to prove that the Plaintiff
did not complete the work
within the stipulated time
and that he did work

in the months of February and March 1875 subsequent to the stipulated time, and he did not execute the full quantity of work undertaken by him a list of these witnesses is herewith submitted.

3 The Defendant has caused a certain amount on account of the work to be paid to me before the time of the Contract and a certain amount after the time as per details given below; although I have repeatedly asked him for the Security money and the balance due to me on the work yet he did not make them to be paid to me.

Details

Amount of Security 174⁰⁰ N. a. P.
Interest on the Same
from the date of re-
mittance up to 6⁰
December 1875 at 4 per
Cent per Annum 14-6-2

carried over 188-6.2

It will be seen
from the statements made
above in defence that there
is nothing due to the
Plaintiff

Brought forward 188. 6. 2.
 To amount of work
 done by me as per
 Copy of Estimate
 given by the Defen-
 dant 277 $\frac{1}{2}$ Cys.
 of Earth work at
 1 anna per Cys. — 1736. -- 6 1924-6. 8
Detail of Receipts.
 B

By amount received
on the 26 February /74. 500-
D. D. on the 30 May /74 165-13-7
D. D. on the 31st July /74 325-2-7
D. D. on the 31st March /75 257-1-10
D. D. on the 31st July /75
being the balance
of Rs. 318-2-9 after
deducting the cost
of Bricks supplied
viz Rs. 306-12-2-9

Deduct amount received 1260.49

Balance due on the work 664-1-11

I therefore beg that the amount of balance due to me including interest on the net amount up to date of judgment inclusive of cost of the plaint may be caused to be paid to me by the Defendant.

A. F. Baker
Lieut Colonel
Supt Engineer Division

No. 602. Superintending Engineer's Office
Dangire 10 April 1896

From
Lieut. Col. N. F. Cooke M.A.
Superintending Engineer, Dangire

To
Major-General G. W. Walker M.A.
Secretary to Government, Madras.

Sir, I have the honor to inform you that a suit has been instituted in the Court of the District Munsiff of Trivalore by one Narayanaswamy Thavenu Contractor for repairing a portion of the North bank of the Puttur River in the Mamillam Taluk in the Mayavaram Range, against Mr Supervisor Stephens, for the recovery of Rs. 664-1-11 said to be the balance due to him on account of work executed including Rs. 174- deposited by him as security for the due and full fulfilment of his contract with interest thereon.

I beg to enclose a translation of the Plaint, and a copy of the Draft Answer proposed to be put in. In the latter full details relative to the case are furnished. The

Enclosure in letter

from Mr. N. F. Cooke
Superintending Engineer
to Govt. No. 602, dated
10 April 1896.

10/4/96
J. V. V.

P. N. 2704/96

Copy of Draft
Answer.

I have the honor to be
 Sir
 Your most obedient Servant.

1. F. a. 2. ^{Scient. Col. 11?}
Cupyrug. in. l. u. i. x.

343

21-4-76. Ptd 24-4-76

performing that which
has been brought by
the Haragacaway
Thewen, Contractor against
the Department, the question
orders of fact relative to
the defence of the Unit-

Dated 10. April 1876
 No. 18. ~~18~~
 Dec. 2. 77

E. H. 1896 Negotiations
 from
 The Subscribers
 2 more
 The Secretary of Board
 No 602

TR 26-4-76
sup. w/ Hornor 15-4-76

No. 1030

Public Works Department.

PROCEEDINGS. of the MADRAS GOVERNMENT.

UNDER date the 24 April 66

READ the following:—

From Sup^y Engineer
Bangalore { N.E. no 602 dated
10th April 1876 }

The defence of
the suit which has
been brought against
Mr. Supervisor
Stephens is authorized.

J.E. Gayne M.S. despatched only 24/4/76
Ex. P. Co. v. Sept to 3/5/76

27045

Cont. of 1870 Madras.
PUBLIC WORKS.

To

The Sup^r Eng^r Tanjore

Dated

Received

Recd

a. d. 24th April 1880

No. 243

Suit brought against ~~the~~
Superintendent Stephens,
Tanjore Dist. — The defence
of the — authorized.

Cont^r in Reg^r
3-5-80