

- (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.	19	(W)	Press
B.P. No.			Mis.
Dated	4-1		1876

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
4th January 1876.*

No. 37. Read the following letter from Major J. BEATTY, R.E., Officiating Superintending Engineer, Godavery District, to Major-General G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Dowlaishweram, 17th December 1875, No. 2,827 :—

UNDER Chapter XIII. of the Public Works Code, I have the honor to request that sanction may be given to Assistant Engineer Mr. Larminie and Supervisor N. Kotiah to defend a suit brought against them by a Contractor named S. Venkatanarsiah.

One copy of Plaint.
One proposed answer.
Two receipts signed by Contractor.

2. When Mr. Hannan was in charge of No. 5 Range, this man worked for him as a supplier of materials and labor for the trunk road and other works, but the present case has reference to the trunk road only.

3. On Mr. Hannan's obtaining furlough to Europe, Venkatanarsiah expressed his unwillingness to work under Kotiah, and I therefore directed Kotiah to pay him up in full for work done and materials delivered. This was done as soon as possible; the man gave receipts for the payments made and appeared perfectly satisfied; in fact, I heard nothing more of him in connection with these payments until a few days since, when I, for the first time, heard he had brought a suit against Kotiah and Mr. Larminie. He never complained to me that he had been insufficiently paid. The payments were made in November and December 1874, and the suit was instituted in last month.

4. The suit has reference to certain heaps of gravel and heaps of red earth which the Contractor wished to pass for gravel, collected by him in the 5th, 7th, 8th and 9th miles of the trunk road. In the 5th, 7th, and 8th miles he had collected gravel only; in the 9th mile he had some heaps of gravel, and the rest were merely red earth.

5. Venkatanarsiah had been promised by Mr. Hannan that he would receive 9 Annas per cubic yard for gravel in those miles collected, watered, and rammed. As the dry season was then setting in, Kotiah allowed 3 Annas per cubic yard for laying, watering, and ramming, and paid the Contractor 6 Annas for collecting. Kotiah rejected entirely the red earth heaps.

* Copy herewith sent of two Certificates, Nos. 8 and 9.

† Vide remark on No. 9.

Venkatanarsiah signed Contractor's form H,* which states that the payment has been made in final† settlement of all demands.

6. The heaps lay at site, unsprad, until the rains following, about July or August, and they were then laid on the road; the rejected red earth heaps being used to fill in hollows. The Contractor has apparently ascertained in some way that the cost of laying, watering, and ramming was less than Kotiah estimated, and now makes this claim.

7. Kotiah gave over charge of the range in August, after the transfer had been in progress for upwards of a month. Venkatanarsiah knew of this, but made no complaint to Mr. Larminie.

Proceedings of the Madras Government, Public Works Department,
4th January 1876.

8. It will also be seen by the complaint that the sum claimed on account of gravel heaps was Rupees 142-14-0,* being the supposed difference between Kotiah's estimate of the cost of laying, watering, and ramming, and the actual cost of the work as done by Mr. Larminie. In regard to the heaps of red earth he claims to be paid for them as gravel, the amount claimed on this is Rupees 75.†

9. Under all the circumstances, I consider the claim an improper one, and that it should be resisted.

No. 38. ORDER THEREON, 4th January 1876, No. 19.

ESTABLISHMENT, No. 5.

Mr. Assistant Engineer Larminie and Supervisor Kotiah are authorized to defend the suit brought against them by the Contractor Venkatanarsiah.

(True Extract.)

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

To the Superintending Engineer, Godavery.
„ Controller of Public Works Accounts.

Coc. no. da Subordinate Court No 331
1875

hearing 29 November/75

Plaintiff Venkatanarsaya
Defendants N. C. Kotiah
J. C. Larminie Esquire.

1st That the suit has been brought under Section 26 of the Civil Procedure Code for the recovery of Rs. 217-14-0 being the value of gravel supplied.

2nd That the Plaintiff had taken contract from J. Harman Esquire on 14 November 1873 to repair the track Road no 6 from Rajahmundry to Anna-
varam at the estimated rates viz 7 1/2 paise per
value of gravel and cost of supplying the same
on the road and ramming and after executing
some amount of work the officer having some
further thought that he had relinquished it on 19th
October 1874.

3rd That J. Harman Esquire has personally told
the 1st Defendant to pay the value of the gravel
heaps collected by the Plaintiff in his time between
1st and 7th mile stones of the road from Rajahmundry
and that the 1st Defendant had accordingly
paid him with an exception of Rs. 217-14-0

4th That the stipulated time of the 1st Defendant
for the settlement of the sum in question ^{having ended on} 19th October/74
had given cause for complaint

5 That he therefore prays the Court to decree
for the recovery of Rs 217-14-0 due as per
Enclosed detailed account with interest
and costs from the 1st Defendant.

(Note) The 2nd Defendant having succeeded
the 1st Defendant and discharging duties
has also been brought into the suit.

4-10-75.

① Detailed account of the sum due by S. Venkata
Karasaya on the trunk Road between the 4th
and 9th mile stones as per his contract with
J. Harman Esquire

R. A. P.
60-6-0 4th mile stone gravel heaps measured
by 644 at 0-7-6 per cyp — 301-14-0
minus sum already paid 241-8-0
Net claimed 60-6-0

35-10-0 6th mile stone gravel heaps measured
by 380 at 0-7-6 per cyp — 178-2-0
minus sum already paid 142-8-0
Net claimed 35-10-0

46-14-0 8th mile stone gravel heaps measured
by 500 at 7/2 per cyp — 234-6-0
minus sum already paid 187-8-0
Net claimed 46-14-0

75-0-0 9th mile stone gravel heaps measured
by 160 at 7/4 per cyp — 160-0-0
Net claimed 75-0-0

217-14-0

/ True translation /

4th December 1875
Samuelstha

Hotchik
Supervisor

P. H. No 8216 of 1875

73. $\frac{331}{1875}$

Handwritten signatures and notes at the bottom of the page, including "J. J. ...", "J. J. ...", and "J. J. ...".

[illegible]

[Handwritten signature]

[Handwritten signature]

17-11-2000

[illegible][illegible]

20-1-6
 1973
 1973

[illegible][illegible]

[Handwritten signature]

ॐ नमो भगवते वासुदेवाय ॥ श्रीकृष्णाय नमः ॥
 श्रीगुरुदेवाय नमः ॥ श्रीगुरुदेवाय नमः ॥ श्रीगुरुदेवाय नमः ॥
 श्रीगुरुदेवाय नमः ॥ श्रीगुरुदेवाय नमः ॥ श्रीगुरुदेवाय नमः ॥

[illegible]

[Handwritten text in Devanagari script, likely bleed-through from the reverse side of the page.]

11-112

7th Defendants answer to Swales Cause.
Suit No 331
1875

Suit No 331
1875

1st That it is true the Plaintiff was employed by Mr. Harman on 18th October 1873 as a Petty Contractor in the Range for constructing Trunk Road & works in the Range and at the time of Mr. Harman's departure Mr. Furlong (in October 1874) Plaintiff having expressed his unwillingness to execute any further work the Defendant who had succeeded him was ordered by the District Engineer to withdraw his contract and to settle with him finally and that he had accordingly measured up all the work executed and the materials collected by him and paid for with the exception of 8 heaps or 160. cu. yds. of gravel collected in 9th mile of the Road the payment of which was refused on the grounds that the heaps consist of fine red earth and not gravel and the answerer in charge of the work was ordered not to spread it on the road and then the Plaintiff was finally settled ^{with} on 23rd March 1875 as per enclosed copy of Bill.

2nd That the general rate allowed in the Estimate for travelling is \$50-9-0 per Cyd which embraces charges for digging, carting, spreading, watering and ramming and the Plaintiff had collected gravel in 5th, 7th and 8th miles but not spread.

X Qu 12¹ Varsenien / 74 = Ps 3841-5-2

An 23rd March 195 = 200 - 20

X in illus. 8-311
of November 74.

- spread the charges for spreading, watering
and ramming if in dry weather was —
considered to be annas 3 per cyp. as there
was no water in the vicinity and it had
to be carted a distance $1\frac{1}{2}$ miles and similar
kind of work done in the immediate
vicinity of Plaintiff's gravel under Depart-
mental agency had costed annas 3 per
cyp. consequently Rs 285-12-0 have been
deducted at the rate of annas 3 per cyp.
for the spreading and the balance was paid
to the Plaintiff and he was satisfied
and received payment.

3rd That it does not appear from the records
that any agreement or order was ever given
by Mr. Hannan to the Plaintiff binding
or promising that the Estimates rates will
be fully paid to him without reference
to the locality &c.

4th That if any sum is at all due to the
Plaintiff as he now claims it is not known

Why he did not demand the 2nd Defendant.

at the time of 1st Defendant's relief when
his security money was settled and also

Why he did not report to the District

Department for such orders as he may
consider necessary, if any thing remains
unsettled and that ~~for these~~ ^{that} no sum
is due to him.

Attick
Supervisor

J. P. Curran
Addl. Engr

4th December 1875
Samalasta

P. H. No. $\frac{8216}{2}$ of 1875

CONTRACT CERTIFICATE.

RANGE

Name of Work *Constructing Great Northern Road from Rajahmundry*

Name of Contractor *S. V. Narsiah*

Authority for work, Estimate Rupees _____ sanctioned

Number of last Certificate granted for this work, No. _____

Total quantity of work executed up to _____

No. in Progress Report.	Quantity.	Items.	Rate.		Per.	Amount	
			Rs.	A. P.		Rs.	A. P.
	200 69 ² / ₃	Cyds Metallizing stone dug & Carted	"	8 6	Cy	10 66	2 2
	16 40	Do Do Do broken	"	11 "	Cy	11 27	8 "
	170 78	Do Do Do for breaking	"	2 6	Cy	2 66	9 7
	26 24 5	Do Graveling dug & Carted	"	7 6	Cy	12 30	2 5 6
	140	Do Metallizing stone dug. Carted broken and Spread	"	12 "	Cy	10 5	" "
	4 5	Do Gravel dug Carted Spread & rammed	"	9 "	Cy	2 2	5 "
	85 60	Do Gravel Spread	"	9 "	Cy	1 5	4 "
	11 20 9	Do Do Spread & rammed	"	1 6	Cy	10 5	1 13 6
	13 7 16	Metallizing stone Spread	"	1 "	Cy	8 5	4 "
	30 64	Do Earth work	"	1 6	Cy	2 8	1 4
	5 30 5 ³ / ₄	Do Do	"	1 4	Cy	4 6	2 2 5
	10 5 7 9 ¹ / ₂	Cyds Surfing	"	4	Syd.	22	6 6
	2 5 2 4	Cyds Metal at Quarry	"	3	Cy	4 7	3 4
	15 2 4	Cyds Gravel dug & Carted	"	6	Cy	5 7	8
	21 20	Do Gravel rammed	"	9	Cy	9 7	6
	58 8 5	Cyds Do at Quarry	"	1 6	Cy	5 5	11 5
	3 2 7	Do Old metal & gravel Collected and Spread	"	4	Cy	8 1	12
Deduct Value of work shown in last Certificate						31 92 7	5 7
Net Value of work done since date of last Certificate						29 61 3	14 7

S. V. Narsiah
Contractor.

Taluk Officer.

Certified that the preceding claim is correct; that the measurements have been made by me; and that the work has been satisfactorily performed.

[Signature]
Taluk Officer.
Initial of Range Officer.

REMARKS BY RANGE OFFICER.

I certify that the materials shown above have been supplied that they are good & such as the Estimate provides for measured by me from 29th October 1874 to 4th November 1874

13th December 1874.

A.C.
Initial of Range Officer.

MEMORANDUM of Payments made.

	Rs.	A.	P.	Rs.	A.	P.
value of work done...						
amt of previous payment, from last Certificate...						
Payments now made...	28,130	2	6	31,927	5	7
	3597	3	1			
Balance due to me...				31,927	5	7
				200		

Received Rupees *Three thousand five hundred Ninety seven*
only, on account of this work. *Anna three & pice one only.*

12th November 1874.

(True copy)

S. V. Kuria
H. D. A. H.

S. V. Kuria
Contractor.

N.B. This certificate shows the date last paid to Kuria for such work

117-10 8216 of 1875

CONTRACT CERTIFICATE.

Major Rajahmundry RANGE

Name of Work. *Constructing Great Northern Road from Rajahmundry to*

Name of Contractor *S. V. Kuria*

Authority for work, Estimate Rupees _____ sanctioned

Number of last Certificate granted for this work, No. *8*

Total quantity of work executed up to *date*

No. in Progress Report.	Quantity.	Items.	Rate.		Per.	Amount		
			Rs.	A. P.		Rs.	A. P.	
		Total value of work done up to date				31927	5	7
		Deduct Value of work shown in last certificate				31927	5	7
		Net value of work done since date of last Certificate						

S. V. Kuria
Contractor.

Certified that the preceding claim is correct; that the measurements have been made by me; and that the work has been satisfactorily performed.

Taluk Overseer

1875
Taluk Overseer

REMARKS BY RANGE OFFICER.

3216

I certify that materials shown above have been supplied that they are good & are such as the estimate provided for measured from 29th October 1874 to 4 November 1874.

16th April 1875.

3216

[Signature]
Range Officer.

MEMORANDUM of Payments made.

	Rs.	A.	P.	Rs.	A.	P.
al value of work done...						
ount of previous payment, from last Certificate...				31,927	5	7
ments now made...	31,727	5	7			
	2 00					
Balance due to me...				31,927	5	7

Received Rupees (200-0-0) two hundred only on account of this work.

3rd March 1875.

[Signature]
Contractor.

1 True Copy 1

[Signature]
Asst. Engineer in Charge 4th 5th Range
S.W.

N.B. See above Narsiah's signature
"Balance due to me - - - - -"
P.N. No 1216 of 1875
L.B.

^{Supr}
DISTRICT ENGINEER'S OFFICE, GODAVERY.
DOWLAISHWARUM, 17th December 1875.

No. 2827

From Major J. Beatty R.E.
^{Supr}
Offr District Engineer
Godavery District

To Major General G. W. Walker R.E.
Secretary to Government D. P. W.
MADRAS

Sir,

Enclosures. 4 Under Chapter VIII of the Public W. it
copy of plaint. Code I have the honor to request that same t
Proposed answer tion may be given to Assistant Engineer Mr.
Receipts signed Larminie and Supervisor N. Kotiah to defend
Contractor a suit brought against them by a contractor
named S. Venkatanarsiah.

2. When Mr Hamman was in charge
of N: 5 Range, this man worked for him
as a supplier of materials and labor for
the Trunk Road and other works, but the
present case has reference to the Trunk Road only.

3. On Mr Hamman's obtaining furlough
to Europe, Venkatanarsiah expressed his
unwillingness to work under Kotiah, and
I therefore directed Kotiah to pay him
up in full for work done and materials delivered.

delivered. This was done as soon as possible, the man gave receipts for the payments made and appeared perfectly satisfied; in fact I heard nothing more of him in connection with these payments until a few days since when I for the first time heard he had brought a suit against Kotiah and Mr. Larmine. He never complained to me that he had been insufficiently paid. The payments were made in November and December 1874, and the suit was instituted in last month.

4. The suit has reference to certain heaps of gravel, and heaps of red earth which the Contractor wished to pass for gravel, collected by him in the 5th, 7th, 8th & 9th miles of the Trunk Road. In the 5th, 7th, and 8th miles he had collected gravel only; in the 9th mile he had some heaps of gravel, and the rest were merely red earth.

5. Venkatarasiah had been promised by Mr. Hannan that he would receive 9 annas per cubic yard of gravel in those

196 2
those miles, collected watered and rammed. As the dry season was then setting in Kotiah allowed three annas per cubic yard for laying, watering and ramming, and paid the Contractor 6 annas for collecting. Kotiah rejected entirely the red earth heaps. Venkatarasiah signed Contractor's certificate of two forms H, which states that the payment has been made in final settlement of all demands.

6. The heaps lay at site, unspread, until the rains following, about July or August, and they were then laid on the road; the rejected red earth heaps being used to fill in hollows. The contractor has apparently ascertained in some way that the cost of laying, watering and ramming was less than Kotiah estimated and now makes this claim.

7. Kotiah gave over charge of the Range in August, after the transfer had

Copy herewith
sent of two
certificates
No 8 & 9
vide remark
on No 9

had been in progress for upwards
of a month. Venkataursiah knew
of this, but made no complaint to
Mr. Laminie.

8. It will also be seen by the
complaint that the sum claimed
on account of gravel heaps was Ru-
pees $145-14-4$ being the supposed dif^x at $1\frac{1}{2}$ annas
per cubic
ference between Kotiah's estimate of
the cost of laying, watering and
ramming, and the actual cost of the
work as done by Mr. Laminie.

In regard to the heaps of red earth
he claims to be paid for them as
gravel; the amount claimed on this
is Rupees $75-11-4$ at $7\frac{1}{2}$ annas
per cubic
yard.

9. Under all the circumstances,
I consider the claim an improper.

one, and that it should be resisted.

I have the honor to be,

Sir,

Your Most obedient Servt.

L. Beatty. Major R.E.

Offg Supr Engineer Godavery

Estro

P. W. Department.

No 19.

Proceedings of the
Madras Govt.
under date 4 Jan 1876.

Read the following -
(H.L. No. 2827 d/17 Decr/75)
Mr Assistant Engineer
Larminie, and Superintendant
Kotiah are authorised
to defend the suit
brought against them
by the Contractor
Venkatanarsiah.

From the Off. Secy. Engrs
Madras -

Despd - 11-1-76

Supd. Engrs Madras - 15
Genl. Secy. P. W. Dept.

P. W. 1875 Dept
From No. 8216
The Off. Secy Engrs
Madras
To
The Secretary to Govt
Madras

Dated 17 Decr 1875
Recd 23 Decr 1875
Under Secy Engrs
acting permission
to defend a suit
brought against
Assistant Engineer Mr.
Larminie and Superintendant
Kotiah by
Contractor Venkatanarsiah.

Dec 28/1875

G. N. No 19. 4. 1. 76

9210

Com. of H.C. 6: Madrid.

PUBLIC WORKS.

Supg. Muz
Godavery

4 Janry 1891

nos. 37-38.

Suit brought against
Mr. Engr. Carmine & Co.
- River. Godiah. - Commis.
granted to defend the
by the Contractor Vincata
- Godiah.