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(1) Number of pages

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MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No. 47 (W) Press
~~B.P. No.~~ ~~Mis.~~

Dated 8-1- 1876.

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department,
8th January 1876.

No. 93. 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, 4th January 1876, No. 3 :—

I HAVE the honor to inform you that a suit has been filed in the Court of the District Munsif of Negapatam by one Singara Naick, Contractor, for constructing the Sea Customs Cutcherry at Valangunny for the recovery of a balance of Rupees 881-6-8 said to be due to him on account of work executed and materials supplied for the above work.

2. The particulars of the case are fully detailed in the proposed defence, a copy of which and a translation of the plaint are enclosed.

3. The final hearing of the suit has been fixed for the 19th January 1876, and I request the early orders of the Government relative to the defence of the same.

4. As Mr. Leggatt, the 1st defendant, has left the district, the Court has been moved to substitute Lieutenant Romilly's name as defendant, the latter being the Range Officer now in charge of the Negapatam Range.

No. 94. ORDER THEREON, 8th January 1876, No. 47.

ESTABLISHMENT, No. 8.

THE defence of the suit is authorized at the public expense pending submission of a copy of the judgment.

(True Extract.)

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

To the Superintending Engineer, Tanjore.
» Controller of Public Works Accounts.

Exd. E. C. Shunker.
Spare Copies

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To.

The District Moonsiff
Negapatam

Singara Naiken, a Contractor
Son of Appavoo Naiken residing
in Sickle, Negapatam Taluq — Plaintiff.

W. Leggatt Esquire, District
Engineer, North Arcot District
residing in Vellore — 1
Pudmanabu Naidu, Taluq Over-
-seer, residing in Mayaveram. 2 — Defen-
-dants.

Plaint

1. I undertook a Contract on the 28th August 1873 from the Negapatam Range Officer who was the predecessor of the 1st Defendant, for Constructing the Sea Customs Office at Velanganny in Negapatam Taluq.

2. The 1st Defendant who was Negapatam Range Officer sent an order on the 2nd September 1874 mentioned below after I fully completed the

the Masonry work including door frames &c and after the 2nd Defendant accepted the work.

" I will not permit you again
" to do the Velanganny Sea Customs
" Building work - The work will be
" Carried out Departmentally and
" your accounts settled - But there
" will be no objection to the purchase
" of the good materials from those
" Collected by you for the above work,
" that are required by the Overseer
" who is in Charge of the work".

On the 27' December 1874 and on many other subsequent occasions I requested to settle my accounts as directed in the above order, but no money was given to me nor my accounts settled - As directed by the 1st Defendant, the 2nd Defendant, who was in Charge of the work, took the materials in December 1874 Collected by me, without purchasing them or obtaining my Consent and without my permission and without paying for them and used them on the above Building work - On my requesting the 1st Defendant to pay me the value of the above

materials

materials &c he again gave an order on the 15' January 1875 that he would see my accounts and settle them, but he did not pay me the amount duly settling my accounts

3. I therefore request that judgment may be given for the recovery of the amount of the value of the materials and of the amount due to me for the Building work as particularized below from the Defendants with further interest and Costs.

Balance due after deducting the amount received from Rs 668, the value of the Building — 125-..-..

Interest for the above amount from 2nd September 1874, the date on which the work has been carried out Departmentally to the 20' July 1875 at Rs 1 per cent —— 13-9-4

138-9-4

138-9-4

200. Palmyrahs taken by the Defendants	Rs. 300-"-"	
650 Reepers	65-"-"	
13. Pillar plates	9-12-"	
400. Parahs of Chunam	10-"-"	
12. Parahs of Sand	"-12-"	
4000. Flat tiles	10-"-"	
2500 Pot tiles	8-12-"	
5000. Bricks	30-"-"	
4. Hip rafters	10-"-"	
Door	120-"-"	
Sundry Expense	52-"-"	
Scaffolding	80-"-"	
Total	696-4-"	
Interest for the above amount from 1st January 1875 to the 20 July 1875 at Rupee 1 per Cent	46-9-4	742-13-4
Grand Total including Interest		881-6-8

(Signed) Strinivasa Iyengar
Pleader

Declaration.

I Lingara Naiken, Plaintiff do hereby certify that the whole of the Statements contained in this are as far I know, true

21st July 1875. (Signed) Lingara Naiken.

Given on the 31st
Filed 4.8.75.
(Signed) A. N. Veerasami Iyer
District Moonsiff

Lieut Coll R.E.
Supg Engineer Mysore

Enclosure in a letter from the Suptg Engineer to the Secretary to Govt. P.W. Dept 3. dated 4 January 1876.

Translation of the Plaint -

No. 106/2/76

Proposed Defence in Original Suit No. 222 of 1875 filed by Contractor Singa:ra Naick in the District Moonsiff's Court of Negapatam.

Plaintiff	Defendants
Singara Naick Contractor residing in Sickle, Negapatam Talug	1. W. Leggatt Esquire Executive Engineer 2. Pudmanaba Naidu Talug Overseer.

Plaint	Proposed Defence
The Contractor Singara Naick states in his Plaint that he undertook the Contract for Constructing the Sea Customs Office at Valangunny on the 28th August 1873 from the Negapatam Range Officer who was the predecessor of the 1st Defendant. That after the Contractor had completed the masonry work including	The sanctioned Estimate for this work amounted to Rs 1590, of which the Contractor tendered to carry out work for Rs. 1192-11-9. after deducting the items for Doors, Windows &c &c. A Contract agreement was accordingly signed by the Contractor on the 20 August 1873. under the terms of this agreement the work was to have been completed

:ding door frames &c and after the work executed had been accepted by the 2nd Defendant, the 1st Defendant sent an order on the 2nd September 1874 stating that the Contractor will not be permitted to go on with the work & that the work will be carried out departmentally and his accounts settled but there will be no objection to the purchase of such materials as are good from those collected by the Contractor for the work, which the Overseer in charge of the work may require - That the Contractor, as directed in the above order, applied for the settlement of his accounts on the 27 December 1874 and on many other occasions subsequently but no settlement was made - That as directed by the

1st

:pleted on the 20 February 1874 in default of which the Contractor was to pay a fine of Rs 200, and was further to carry out such extra work as might be rendered necessary from his failing to execute the details of the work as pointed out by the Overseer - The Contractor failed to complete the work within the stipulated time viz 20 February 1874, but Mr Hall, the then Range Officer, neglected to take any notice of the breach of the Contract and allowed the Contractor to proceed with the work after the expiration of the Contract time and paid the Contractor Rs 543: out of a sum of Rs 633-2-1 due to him for work executed up to the 14 May 1874 as per the Certificate submitted

by

1st Defendant the 2nd Defendant who was in charge of the work took the materials collected by the Contractor in December 1874 without purchasing them from the Contractor & obtaining his permission or paying for the materials taken and used them on the above work - That on the Contractor requesting the 1st Defendant to pay him the value of the above materials &c he again gave an order on the 15 January 1875 that he would see the accounts and settle them but he did not do so - That the Contractor therefore requests that judgment may be given for the recovery of the amount of the value of the materials taken and of the amount due on account of the masonry

work

by the Overseer - Mr Leggatt Executive Engineer who succeeded Mr Hall in the Charge of the Range in July 1874 inspected the work on the 21st of that month when only the masonry part of the work would appear to have been completed by the Contractor and rejected a great part of the materials collected by the Contractor for roofing as being of an inferior quality - Mr Leggatt again inspected the work on the 29 August 1874 and finding that no further progress had been made by the Contractor took the work from him and made arrangements for completing it departmentally intimating to the Contractor in a Tamil Order dated 2nd September 1874 that

his

work executed by him as particularized below from the Defendants with interest and Costs.

Balance due after deducting the amount received from Rs 668, the value of Masonry works executed by	125- - -	
Interest for the above amount from 2nd September 1874, the date on which the work has been carried out departmentally to the 20th July 1875 at Rs 1 per cent per mensem	13-9-4	138-9-4
200. Palmyrahs taken by the Defendants	300-"-"	
650. Reepers	65-"-"	
13. Pillar Plates	9-12-"	
400. Parahs of Chunam	10-"-"	
12. Parahs of Sand	-12-"	
4000. Flat tiles	10-"-"	
	395-8--	138-9-4
	395-8--	138-9-4
2500. Pot tiles	8-12-"	
5000. Bricks	30-"-"	
4. Hip rafters	10-"-"	
Door	120-"-"	
Sundry Expense	52-"-"	
Scaffolding	80-"-"	
Total	696-4-"	
Interest for the above amount from 1st January 1875 to the 20th July 1875 at Rs 1 per cent per mensem	46-9-4	742-13-4
Grand Total including Interest		881-6-8

his connection with the work had ceased and that his accounts would be settled and further that there would be no objection to purchase from him such materials as were good, of those collected by him for the work which the Overseer might require. On the 17th September 1874 a certificate was submitted by Overseer Pudmanaba Naidu for work performed by the Contractor up to the date the work was taken off his hands including also the good materials from those collected by the Contractor for the work, taken over by the Overseer amounting in all to Rs 774-7-". On the 27th March 1875 the present Overseer Joseph Pillay who succeeded Pudmanaba Naidu in the charge of the work again measured the work performed by the Contractor and submitted a Certificate including the materials taken over from him amounting to Rs 891-6-". The details of the work executed and materials taken from the Contractor as shown in the two Certificates submitted by Overseer Pudmanaba Naidu and the present Overseer tallied and the difference Rs 116-15-", between the two Certificates was due to 3 Teak wood batten doors and 4 windows having been taken from the Contractor subsequent to the date of the 1st Certificate: These he had prepared tho' he did not contract to supply them; the balance due to the Contractor according to the last certificate

certificate was Rs 348-6-" as follows.

Amount of Certificate	891-6-"
Deduct previous payment ...	543-""
Balance due	348-6-"

Mr Leggatt offered to pay this balance to the Contractor but he refused to receive it and has persistently done so when he came for the settlement of his accounts: the Contractor has now brought a Suit in the District Moonsiffs Court of Negapatam for the recovery of Rs 881-6-8 as shown in his plaint. In addition to the balance of Rs 348-6-" above shown as due to the Contractor some allowance might perhaps be made to him on account of Sundries as provided for in his Tender but which the Overseer has

has omitted to include in the Certificate. A Sum of Rs 72-"-3 is provided in the Estimate on account of Sundries and for tarring the Rafters &c but the Contractor claims Rs 132 in his plaint under the item under the heads given in the margin this is an exorbitant demand: the Contractor having executed only the masonry part of the work he might perhaps be allowed half of the amount provided in the Estimate for Sundries the total amount then due to him would be Rs 384-6-1. The Contractor it will be seen claims Rupees 497-"-7 in excess of the amount actually due to him as above shown. This is due to the Contractor charging for the bad materials rejected by Mr Leggatt and to high rates charged for

Amount of Balance due to the Contractor as per Overseer's certificate Rs ——— 348-6-"
Half of Rs 72-"-3 provided in the Estimate on account of Sundries 36-"-1
384-6-1

[illegible] [illegible]
[illegible] [illegible]

for the good materials actually taken from him The statement made by the Contractor that the Overseer took the materials collected by him without purchasing them from him or obtaining his consent or permission is incorrect. Overseer Pudmanaba Naidu who took the materials under the orders of Mr Leggatt is prepared to prove that he took the materials with the consent of the Contractor and the Contractor was directed to remove all the rejected materials from the site of the work- The Contractor endeavours to substantiate his claims by stating that the Overseer took the materials without purchasing them from him or obtaining his consent or permission thus making it appear that all the materials collected by him were used on the work including those rejected by Mr Leggatt. This is contrary to the facts of the case- The Contractor's claim therefore for the Hess Rupees 497-"-7 on account of materials taken is entirely groundless. the Contractor would appear to have been shilly shallying with the work with a view of making as much profit as he could by using bad materials &c. and as this was found out by Mr Leggatt and the Contract was taken from him he pretends to feel himself aggrieved and has brought the suit for the recovery of a large amount not actually due to him by claiming payment for materials rejected

rejected by Mr
Leggatt-

J. F. Baker Lieut Col R.E.
Supg Engineer Tanjore

Enclosure in a letter
from the Supg Engineer
Tanjore to the Secretary
to Govt. Pw. D. No. 3-
dated 4th January 1876

Proposed Defence-

P.W. 106/1/76

P. W. 1876 Depts
From No 106
The Supg Engineer
Tanjore
To The Secretary to
Govt. Pw. D
No. 3

Dated 4th January 1876
Recd. 8th "

Enc. 2

Requesting sanction for
defending a suit-
instituted by Lingara
Naik, Contractor for
the Valangunny Sea
Customs house for the
recovery of balance
said to be due to him
on account of that work

No 47 The defence of the suit is authorized Est. 6
at the public expense pending submission
of a copy of the Judgement.

8th Jany /76

G.M.W.

S.E. Tanjore No. 5 dated 8-1-76
Ent. Objects

Dispd 17-1-76-

Govt. of {1875} Madras.

PUBLIC WORKS.

To Actg. Engr.
Tanjore

Dated

Issued

Recd. Encl.

G. O. 9th Jany. 1875, No. 47

Nos. 93-94

Suit by a Contractor, Tanjore Dt. – The defence of the —, authorized at the public expense pending submission the copy of the judgment