

(1) Number of pages _____

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MADRAS RECORD OFFICE.

Government of Madras.

Public Works **DEPARTMENT.**

G.O. No. 1226 (W) Press
Mis.

Dated 10-4-1877.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
10th April 1877. No. 1,226.*

No. 240. Read the following letter from Major J. BEATTY, R.E., Officiating Superintending Engineer, Godavery District, to the Secretary to Government, Public Works Department, dated Dowlaishweram, 31st March 1877, No. 3,864 :—

As directed in Chapter XIII of the Public Works Code, I have the honor to request permission to defend a suit brought by Palisetty Malliah, a person employed by Assistant Engineer Mr. J. C. Larminie, for the supply of materials and labor to the new light-house under construction at Vakalapudi, six miles north of Cocanada.

1 copy of plaint.
1 copy of order to Malliah No. 136 of 17th June 1876, and copy of endorsement No. 278, dated 5th September.
1 copy of the draft of the answer with its one enclosure form I. I.
1 copy of summons.
1 copy of account of petty contract and advances for September 1876.

2. Malliah utterly failed to supply materials, &c., as he engaged to do, and the work was taken out of his hands. He now claims compensation.

3. A copy of the original order* given by Mr. Larminie to Malliah, and his endorsement on Malliah's petition of 5th September 1876, also copy of the

*No. 136 of 17th June 1876.
plaint and a draft of the answer prepared by Mr. Larminie are herewith forwarded.

4. I have no reason to doubt that the defence will be successful, and therefore request sanction to employ a competent vakcel for that purpose.

No. 241. ORDER THEREON, 10th April 1877, No. 1,226.

ESTABLISHMENT, No. 18. THE District Engineer is authorized to defend the suit in question.

(True Extract.)

Colonel, R.E.,
Secretary to Government, P.W.D.

To the Superintending Engineer, Godavery.
" Examiner of Public Works Accounts.
" Judicial Department.

Exd. E. C. Shunker.
Spare Copies

1/4050/77
In the Subordinate Court of Cochin
Original suit No. 4 of 1877.

Behen Pabetty Malayya } Plaintiff
of Kothapally - - - - -

and

J. C. Laminee of
Sannalacottah Assistant
Engineer in the Public Works
Department, Cochin District,
as an Officer of the Government
of India, and the Government } Defendant

Plaint.

The relief sought is -

I. Payment of the sum of (Rs 2555)
two thousand five hundred and fifty five
rupees due in respect of labour and material
supplied as per particulars hereinafter
stated
1st Page

stated.

2. That the Defendants be decreed to pay the Costs of and incidental to this suit together with interest thereon at the rate of 12 per cent per annum from the date of decree up to the date of payment.

3. That the Defendants be decreed to pay interest on the said sum of Rs 2,555 from the date of decree up to the date of payment.

4. That the Plaintiff may have such further or other relief as to this honorable Court shall seem meet and the nature of the Case may require.

The Subject of the Plaintiff's claim is as follows.

1. One V. Venkataswami entered into a Contract with the Defendants through the

him from this date when he is paid

70
the said I. C. Laxminee in January 1876 to supply
materials and labor for the construction of a
Light House at Vatalapuz.

2. The said Contract was on the
17th June 1876 transferred to the Plaintiff
by the said I. C. Laxminee who supplied
materials to the extent of (Rs 2127-8-0) Two
thousand one hundred and twenty seven and
annas eight at the site of the said Light
House and had ready prepared at Cochin
and Samudracotta for delivering at the
said site materials to the value of (Rs 472-8-0)
Rupees four hundred and seventy two and annas eight.

The Defendant on the 2nd September
1876 personally gave the Plaintiff notice
that he was to stop delivering any more
materials and on the 10th September enquiring why
3rd Page

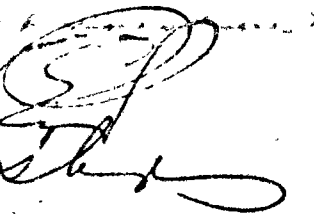
Recd to 26-2-77
V. C. P. A.

he was not to continue the work, he was told by the Defendant that it was owing to his having delayed delivering materials which the Plaintiff denied.

The Plaintiff was due at the time he received notice to stop delivering materials the sum of Rs 2555 (after giving credit for the sum of Rs 599-8- received by him) and this sum he demanded from the Defendant as the Engineer in charge of the said work but has not received payment of such sum.

The Cause of Action is the failure to repay the said sum of Rs 2555- and arose on or about the 5th September 1896.

H. B. Page



Particulars

Particulars of the Plaintiff's claim

1	Est. Value of tools & -----	Rs 24 - - 3
	----- of bricks made at Madhavapatnam and transmitting the same to Vakkalapudy - - -	322 - 10 - -
2		
	----- digging stone and transmitting same to Vakkalapudy - - -	1013 - 12 - 9
3		
	----- transmitting sand to Vakkalapudy - - -	129 - 8 - -
4		
	----- well frames and Cooly for transmitting same to Vakkalapudy	185 - 9 - 5
5 X		
	----- building ^{mill} for grinding Channam - - -	52 - 4 - -
6 X		
	----- Cooly & forming foundation of the Light House - - -	29 - - 11
7 X		
	----- building wells and of graveling - - -	93 - 12 - 9
8 X		
	----- transmitting Channam to Vakkalapudy - - -	100 - 4 - -
9 X		1950 - 14 - 4

134

	To. Value of materials &c for	B. A. 1095	1950-14-4
10	erecting shed at Takala:	}	109- - 8
	fridge including Cooly -		
10	Salaries for Gunastas	}	209-10-5
	peons and (maistries)		
	workmen		
12	halla for B. B.		66- - 3
13	one boat purchased	}	42- -
	from Honada Chiniah		
	for importing stone		
134	boat hire paid to	}	227- -
	Chidipally Gangasal		
15	Plaintiff's profit	}	530- -
	on the above materials		
	and work.		
			3154-9-8

28th July 1876 } By Cash received from
 Defendant 278-8-

9th September 1876 } 321- - 599-8-
 Deduct the amount paid - 2555-1-8

(Signed) D. B. Miller Plaintiff's attorney
 D. B. Miller
 D. B. Miller

148.
I. P. Healy, Malaya, the Plaintiff
named in the above complaint do declare that
what is stated therein is true to the best of
my information and belief.

(Signed) Donald S. Miller
Plaintiff's Attorney
and being very truly
Ours &c.

Contract and Letter filed herewith.

Filed in Court 8th Feby 1877.

(Signed) H. G. Palmer
Subordinate Judge

(True Copy)
J. P. Healy
The Plaintiff

Compt. W. B. H.

L. Beatty - Major R. E.
App. Superintending Eng.

No 136.

P. Mulliah of Kottapully is authorized to supply materials for the Vakkalpori lighthouse, on the condition that he pushes on the work energetically and delivers at site of work, by end of this month at least another 12,000 bricks and 50 Cys. of stone and 10 garces of sand, and supplies materials at the same rate in the 1st 15 days of July. This order cancels any previous orders issued to V. Venkataratnam.

Samalottak
17th June 76.

128/ J. C. Laminie
Asst. Dy. S. L. Chang

Endorsement on a Petition from Lighthouse Contractor P. Mulliah.

278.

Policey Mulliah having failed to carry on the work at a reasonable rate, in fact, the supply of materials having almost come to a stand scarcely any having been supplied in August and numerous complaints having been received that he was not paying his work people and the boat men employed by him. the work is taken from him from this date when he is paid

14/7/76.

up for the work hitherto done by him -

Samuelcottah.
5th September 76.

107 J. C. Lammie
Asst. Engr. in charge

(True copies)

[Signature]
D. D. Poolson

Ag. Supervision and
Reg. Akangy

L. Beatty - Major R. P.
Off. Supt. Engineer G. D.

4010: April 77 No. 240

(EXAMPLE II.)

Received from the Officer in charge of Rajahmundry Division

Rupees. Three hundred and thirty one only.

being balance due in full on my Contract for Constructing Light House at

Takkapilly.

22 September 76.

[Signature]
True copy / Contract

Remarks by Range Officer.

I certify that the work has been executed
to the extent shown above in accordance

with the Estimate - measured on 1st September 1877

J. C. L.

/initialed/ J. C. L.

Range Officer

L. Peatly - Major R. E.

Off. Sub. Enginner G. G.

4010 April 11 1877 J.D.N. 2110

Mr. Lammie's answer to the original suit
No. 4 of 1877. filed against him in the sub-
ordinate Judge's Court, by one Polisetty
Malliah.

(1.) Nothing is due to the Plaintiff as per
his (Defendant's) accounts and measurements.
The claim for Rs. 2555 made by the Plaintiff
should therefore be considered as invalid
and irregular.

(2.) The construction of the Lighthouse work
was at first given (on 22nd January 1876) on petty
contract to one V. V. Vankataratnam on the
understanding that should the quality of
work, rate of progress or other circumstances
prove unsatisfactory to the undersigned or
other duly appointed Officer, the work would
be taken out of his hands. In May 1876 V.
Vankataratnam wrote to the undersigned in-
forming that there was a private partner
engaged with him in the undertaking, one
named V. Malliah and requested to issue
cheques in his (V. Malliah's) favor. The un-
dersigned replied "that the cheques will be
issued as desired, but the work must be
pushed on with rapidity or else it will be
taken out of their hands," and in addition

to this V. Venkataratnam was repeatedly warned
as to the slow progress the work was making
contrary to the conditions entered into by him.
Notwithstanding these warnings V. Venkataratnam
having done but very little work his
contract was withdrawn and the said partner
P. Malliah was authorized on his own request
(in the Office Memo No. 136 dated 17th June 76)
to supply materials to the extent and in the
periods therein specified and was also dis-
tinctly informed in the same Memo. that
this latter order would cancel any previous
orders issued to V. Venkataratnam.
Malliah after due warnings having also
failed to supply the requisite quantity of
materials, with reference to the orders given
him in the above Memo, or in fact the
supply of materials having almost come to
a stand, scarcely any having been supplied
in August 76; and in addition, numerous
complaints having been received by the
undersigned, that he was not paying
his workmen, boat people &c. the work
was taken out of his hands and the balance
due to him up to date for work done and
materials supplied was fully paid as
acknowledged by him in form JI. (copy enclosed).
(3) The undersigned also begs to inform
the court that he is only bound to pay

with reference to his own measurements of
bonafide work done or materials collected
by the contractor at the site of work, not
according to Bills prepared by a contractor
who might as in the present instance, prepare
a bill for any amount he wished.

With reference to the different items detailed
in the bill prepared by the Plaintiff
Nos. 1, 2, 4, 5, 6, 8, 11, 12, & 14 were paid for as
work done or materials supplied at so much
per yard, or per well sunk and built.

No. 3 was for stone supplied and was paid
for at the usual rate. Claim No. 7 is not
understood, if it refers to excavation.

It, and not, concerns Plaintiff as the founda-
tions were dug Departmentally. Claim No. 9
has been paid at a fair rate. The claim No. 10
is absurdly in excess but under any circum-
stances, the cost would be included in the
rate paid for the masonry and well sinking.

Claim No. 11, the contractor was at liberty
to remove his boat, it is believed he
still somewhere near the work. Claim No. 13,
the contractor having left his work to Gun-
mastah and others and having made un-
necessary delays thereby involving himself

in expenditure for the pay of his establishment,
he cannot reasonably expect to make any
profit by a work of the kind in question,
which requires the closest supervision in every
detail of expenditure, to keep the work within
the estimated rate. It will be observed
that the principal feature, of what was
almost a verbal agreement between the
Plaintiff and the undersigned, was, that
when the Plaintiff failed to do work to the
satisfaction of the undersigned, the work would
be taken out of his hands, and this was what,
according to the agreement, happened.

Regarding the rates paid to the Plaintiff it
will be proved that they were fair and what
is usually paid for similar work.

(4.) The undersigned prays that the Court
will observe from the above that the claim
of the Plaintiff is a false ^{various} one and should
be dismissed with costs.

J. C. Larnier

W. Beatty, Major & Asst. Engineer
Off. Supt. Engineer G. D. Goddard
4010: April 11, 1880. 240 7 March 1877

Summons.

Under Sections 41 and 43.

In the Subordinate Court at Cochin.

Original suit No. 4 of 1877.

Plaintiff Malliah of Kollapalli Plaintiff

Versus

J. C. Lammie require from me in
Samuel Costa Assistant
Engineer in the Public Works
Department Godavery District Defendants
as an officer of the Government
of India and the Government

To
J. C. Lammie require
of Samuel Costa.

Whereas the above named Plaintiff
has instituted a suit in this Court against
you of which the particulars are here under
specified you are hereby summoned to
appear in this Court on the 8th day of
May 1877 at twelve o'clock in the forenoon
in person or by a pleader of the Court duly
instructed and able to answer the
questions relating to the suit who shall

be accompanied by some other person
able to answer all such questions to answer
the said Plaintiff, and for the settlement
of the issues, and you are hereby required
to take notice that in default of your
appearance on the day before mentioned
the suit will be heard and determined
in your absence, and you will bring
with you, or send by your Agent, any
document on which you intend to rely in
support of your defense.

February 1877.

[Signed] V. Gopaulchurn
Subordinate Judge,

Particulars of the Claim.

For the recovery of Rs 2555-00
on account of labor & materials
supplied by the Plaintiff for the construction
of a high house at Va Ra Capur.

[Signed] V. Gopaulchurn
Sub Judge

[Signed] J. B. Smith
Offg Supts Engineer

Roads & Buildings.

No. 3864

DISTRICT ENGINEER'S OFFICE GODAVERY.

DOWLAISHWERAM, 31st March 1877.

From

The Offr Supr Engineer
Godavery District.

To

The Chief Engineer
Roads & Buildings

Sir,

Enclosures in letter No 3864
of 31st March 1877. From the
offr. Supr. Engineer, Godavery
District.

As directed in Chapter XIII of the
Public Works Code I have the honor to re-
quest permission to defend a suit brought
by Palisetty Malliah a person employed
by Assistant Engineer Mr. J. C. Sarminie
for the supply of materials and labor to the
new Lighthouse under construction at Va-
kalapudi, six miles north of Cocanada-
2. Malliah utterly failed to supply
materials as he engaged to do, and
the work was taken out of his hands. He
now claims compensation.

3. A copy of the original order given
by Mr. Sarminie to Malliah, and his
endorsement

* No 136 of 17th
June 1876.

4010: April 7) 1877: 240

endorsement on Malliah's petition of 5th September 1876, also copy of the plaint, and a draft of the answer prepared by Mr. Sarninie are herewith forwarded.

4. I have no reason to doubt that the defence will be successful, and therefore request sanction to employ a competent Vakeel for that purpose.

I have the honor to be,
Sir,

Your most obedient servant.

W. Beatty Major R.E.
Offr Supr Engineer Godavery.

No 1226 of 10 April 77
The District Engineer
is authorized to defend
the suit in question

EAT
7/4

Roads & Buildings
B. W. B.
7/4/77
No. 55
From
The Offr Supr Engineer
Godavery Dist.

To
The Chief Engineer
Roads & Buildings

Dated 31st March 1877.
Reed

N^o 3864

Enclosure 6

Suit against Mr.
Sarninie; by P.
Malliah - Request-
ing sanction to
defend.

G.O. 10th April 77, No. 240

L. J. Godavery ✓

L. J. A. ✓

L. J. B. ✓

In 24.4.77

With order

37E ✓
Ct. 359
Ct. of (1877) Madras.
PUBLIC WORKS.

To the S. E. Godavery

Dated

Issued

Recd.

Encl.

G. O. 10th April 1877, No. 1226

Nos. 240-241

Sub. - The District Engineer
Godavery authorized to
defend the - proposed
against Mr. Laminie by
P. Mahab.

But to P. Mahab.