

(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. 1589	(W)	Press ~~Mis.~~
Dated 10-11-		1877.

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.
PUBLIC WORKS DEPARTMENT.

10th November 1877, No. 1,589 W.

General
Establishment.

Read the following paper:—

No. 106. From Captain R. R. E. BROCKMAN, R.E., District Engineer, Tanjore,
to the Chief Engineer, Public Works Department, dated Tanjore, 2nd
November 1877, No. 1,885.

I HAVE the honor to inform you that a suit* has been instituted in the Sub-Court
of Tanjore by one Ramasawmy Pillay,
Contractor, for removing an island in the
* Small Cause No. 333 of 1877.

Vennaur below the new bridge at Boodalore in the Tanjore taluq, against Lieutenant
A. W. Smart, R.E., Assistant Engineer, late Range Officer, Tanjore Range, for the
recovery of Rs. 233 said to be the balance due to him on account of work executed.

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 given. The
hearing of the case has been fixed for the 9th November 1877, and I have the honor
to solicit early orders regarding the defence of the same.

No. 107. ORDER THEREON, 10th November 1877, No. 1,589 W.
The defence of the suit is authorized at the public expense in the first instance.
(True Extract.)

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

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

Exd. J. W. Fischer.
Spare Copies

S.P.

Exempt

Executed a Muchilika for the same in the year 1875 (month & date I cannot recollect). The Defendant having subsequently ordered me verbally to carry out only a portion of the work, I accordingly executed the work. The work executed by me was measured by late Sub-Quarrier Government Piliyan for Rs 700 & submitted to the Defendant's office the measurement. See entry No. 2.

2. Orders were passed thereupon to pay me the amount withholding therefrom Rs 150 until I have removed the portion of earth deposited in the River bed by means of helping the floods to carry down the same and from this amount further deduction of Rs 83 - i.e. at the rate of Rs 15 per Cent was made and a cheque was issued to me for the balance which I have duly received.

3. Having caused the earth deposited in the River bed to be carried away by the floods as above stated, I applied to the Defendant both in person

as well as by means of a registered petition dated 31st March 1877 and another (not registered) dated 4th Sep. 1877 for the payment of the Rs 150 above referred to as well as the sum of Rs 83 making in all Rs 233 - but no proper answer was given to me.

4. I have received a notice in April last to come and receive a cheque for the sum of Rs 83 only & on my appearing before the Supervisor of the Range, I was informed by him that the cheque for Rs 83 will be handed over to me if I should give a receipt in satisfaction of all demands on account of the work executed by me for Rs 700. As I could not receive only the sum of Rs 83 by granting a receipt while Rs 233 were due to me according to the accounts of the work, I submitted a petition to the above Supervisor on the 14th Instant but received no reply to it yet -

It

5. It is not justice that I should
be offered only a small sum while
Rs. 233 is due to me by the Defendant
as above stated - I therefore request
that a Decree may be passed for the
recovery of the undermentioned amount
from the Defendant together with the
subsequent interest and costs thereon -

I declare that what is stated
herein is true to the best of my inform-
ation and belief.

The amount (Principal) due
to me according to the estimate
above referred to is Rupees — 233 —

Signed Ramasamy Pillay
29th June 1877.

Signed Menacki Soodrum Pillay
Vakkar.

Filed 30th June 1877.

Signed Aronashalan Iyer -
Sub-judge -
True Translation -

M. Subbiah
Captain R.E.
District Engineer Tanjore.

Enclosure in a letter
from the District Engineer
Tanjore to the Chief
Engineer D. P. W.
No. 1885, dated 22 Nov 11.

Translation of
Plaint.

4000: 10/11/11 Is 2. 106

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Proposed defence in Small
Cause Suit No. 333 of 1877, filed
by Contractor Ramasamy Pillay,
in the Sub Court of Tanjore.

Ramasamy Pillay, son of
Subbaroy a Pillay, residing
in Arkand, of Rajandram
Magahnam, Tanjore Taluk. Plaintiff

Lieutenant A. O. Smart M. S. Defend.
Assistant Engineer, Tanjore Cant.

The Plaintiff has brought
this Suit for the recovery of
Rs. 233, said to be due to him on
account of work done in removing
Island in the Vennam near
the Boodalore Bridge. The grounds
for the claim, as stated in the
Plaint, are as follows.

That subsequent to the
plaintiff signing the contract
agreement

agreement to carry out the above work, the estimate for which amounted to Rs. 1230, he was verbally ordered by the Defendant to carry out only a portion of it that he accordingly executed the work and Sub Overseer Goorosamy Pillay measured it for Rs. 700 and submitted his measurement to the Defendant, a deduction of Rs. 150, was made from the account of the measurement on account of earth deposited in the river bed from the cuttings of the Island until it has been removed by the Plaintiff by helping the floods to carry the same away, and from the balance a further deduction of Rs. 83 was made at the rate of Rs. 15 per cent and the remainder was paid to the plaintiff, that the earth deposited

deposited in the river bed has been since removed by the Plaintiff by helping the floods to carry down the same and that he is therefore entitled to the payment of the sums above shown to have been deducted, amounting to Rs. 233.

The facts of the case are as follows.

The Plaintiff undertook to carry out on Contract the estimate for removing the Island in the Vennar below the New Bridge at Bosdalore for which an estimate of Rs. 1230 was sanctioned on the 5th January 1875. A Contract muchilika was executed by him on the 7th July 1875, agreeing to complete the work by the 25th February 1876 or in default to pay a penal sum of Rs. 123,

the

the work was not completed by the Plaintiff within the stipulated time. His statement that he was verbally ordered by the Defendant to carry out only a portion of the estimate subsequent to his signing the Contract Agreement is untrue, because no such orders were given to him and the Plaintiff has simply invented the above statement as an excuse for not completing the work within the stipulated time and thus to excuse himself from paying the penalty for breach of Contract. The value of work done by the Plaintiff up to the date of the termination of his Contract amounted only to Rupees 556-4-6 as measured by Suboversee Goooodany Pillay, a deduction of Rs 83 at the rate of Rs 15 per

per cent was made from this amount pending the final examination of the work by the Range Officer and the balance Rs 473-4-6 paid to the Plaintiff as per his Contract Certificate dated the 31st March 1876. In the measurement submitted by the Suboversee a deduction of 2855 Cubic yards was made for earth deposited in the river bed because the Plaintiff was not entitled to payment for the above portion of the work which was left incomplete. The Contractor now claims payment for the said 2855 Cubic yards under the plea that the earth deposited has been since removed by him by helping the floods to carry the same away. This statement of the Plaintiff is not true in as much as it

it is clear from the evidence
of the Sub Divisional Officer
Mr. Littlewood who examined
the work in September 1876 and
of Sub Overseer Veerasamy Iyengar
who inspected the work after
water had subsided in the
river that year, that the earth
had not been removed
by the Plaintiff as stated
by him. The Plaintiff therefore
is not entitled to any pay-
ment for the 2850 cubic yards
deducted from the measure-
ment of his work as above
stated. The Plaintiff had no
authority to touch the work
after the termination of the
stipulated time of his Contract,
and even if he had removed
the Spoil from the river (which
has not been the case at all)
he cannot be entitled for
any payment for the same
as, according to the terms of
his

15
his contract, he has no right
to do any work after the expiration
of his Contract time. The Plaintiff
is liable to the penalty mentioned
in his Contract agreement
for non completion of the work
within the stipulated time
and it is to evade this penalty
he has brought this suit by
stating that further work
was done by him when he
had no right to do it and
which moreover he never
saw. The balance of Rs 83
due to the Plaintiff on his
Contract certificate dated the
31st March 1876 is withheld by
the Department as a recovery
in part of the amount of penalty
for breach of Contract. As
it will be observed from
what is stated above that
the Plaintiff has no claim
whatever against the Depart-
ment

ment it is submitted that
the suit should be dismissed
with costs.

On the 17th of May 1878
District Magistrate Bangalore.

District Magistrate Bangalore.

District Magistrate Bangalore.

District Magistrate Bangalore.

District Magistrate Bangalore.

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On the 17th of May 1878
District Magistrate Bangalore.

On the 17th of May 1878
District Magistrate Bangalore.

Enclosure in a letter
from the District Engineer
Danjore to the Chief
Engineer D.W. No. 1885
dated 2^d November 77.

Proposed defence
in Small Cause Suit
No. 333 of 1877, filed
by Contractor Namasamy
Pillay in the Sub Court
of Danjore

40 10: 100/11 100 2. 100

No. 1885

District Engineer's Office
Danjore 2^d November 1877

From

Captain R.R.E. Brockman R.E.
District Engineer, Danjore

To

Colonel E.A. Ford R.E.
Chief Engineer D.W.

Sir,

I have the honor to inform
you that a suit has been instituted
in the Sub Court of Danjore by one
Namasamy Pillay Contractor
for removing an Island in the
Vernam below the new Bridge
at Boodalore in the Danjore Taluk
against Lieutenant A.W. Smart
R.E. Assistant Engineer, late
Range Officer Danjore Range, for
the recovery of Rs. 233 said to
be the balance due to him on
account of work executed.

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of the draft answer proposed
to be put in. In the latter full
details

details relative to the case are given.
The hearing of the case has been
fixed for the 9th November 1877
and I have the honor to solicit
early orders regarding the defence
of the Laine.

I have the honor to be
 Sir

Yours most obediently W

Quell'minary Captain 18

District Engineer

10-11-62

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-622/ 614

1950, 12, 25



(continued)

100-36163-10

Journal of Management Studies, 19(6), 701-718.

10. The Commission has been informed that the Government of the Republic of Armenia has agreed to accept the Commission's findings and recommendations.

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100-10500

From
The District Engineer
Tanjore
2
The Chief Engineer
D.D.W.

No. 1885-

Dated 22 November 77
H.C.D.

Sec-2.

By @ 10:10 hrs. J. B. B. 106

Suit. Requesting
permission to defend
the suit brought by
Contractor Namasaamy
Pillay against District
and District N.8

No. 1589H

Public Works Department.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the

10th Nov 77 =

Read the following :-

From the District Eng
Tanjore ———

H. E. No. 1885 of
22nd Nov-1877 -

The defence of
the suit is authorized,
at the public expense
in the first instance

eat
7/11

By Tanjore —
For P.W. Dept —

Dispt. 14-11-77

R.F.

Cor 12/24

Obt. of 1877 India.

PUBLIC WORKS

To

to H. B. Lajne

12-11-77

Dated

Issued

Recd.

Encl.

G. O. 10 Nov 1877. No. 15896

Nos. 106-107

Unit The defence of
the — brought by Contractor
Namasaony Pillay
against Lt Lt Smart
Mr. authorized at the
public expense in the
first instance

Endro Raj

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