Archives I – 10,006 – 15-9 77.

(1) Number of pages 414

(2) Date of repair 21.10.96

(3) Initials of the Reference Clerk

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

P.W.D. DEPARTMENT

G.O. No. / B.P. No.	2468.W.	Press. / Mis.
Dated 11.6.1878		197 .

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

11th June 1878, No. 2,468 W.

General.
Account.

Read the following papers:—

No. 100. From the District Engr., Godavery, dated 31st January 1878, No. 3,435.

No. 101-A. From the District Engr., Vizagapatam, dated 28th May 1878, No. 404.

No. 102. ORDER THEREON. 11th June 1878, No. 2,468 W.

These papers contain the result of a suit brought against Serjeant Lyon, late a Supervisor in the Vizagapatam District, for the recovery of the balance said to be due for road material supplied by the plaintiff under an oral contract made on the 16th October 1876.

2. The Court have given judgment against Serjeant Lyon for Rupees 146-4-10 with interest thereon, being the amount due for the unpaid portion of the materials.

3. The District Engineer points out that had Serjeant Lyon obeyed the orders which he had received in regard to furnishing contractors with written specifications for all material ordered, there would have been no ground for the suit which has been brought.

4. Serjeant Lyon will, under these circumstances, be held liable for the costs of the suit, the value of the material, viz., Rupees 146-4-10, being paid by Government.

(True Extract.)

(Signed) E. A. FOORD, Colonel, R.E.,
Secretary to Govt., P.W.D.

(True Copy.)

Major, R.E.,
Under Secy. to Govt., P.W.D.

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

Lxd. T. D. Ryan.
Spare Copies

DEPARTMENT
ACCOUNT

Gubl. of [1878] Blatch

PUBLIC WORKS.

To the DISTRICT ENGINEER,
KILKENNY.

Date Rec'd [illegible]

Dated Dun [illegible]

[illegible]

[illegible] 6. 0. Rs [illegible] 1878 and [illegible] 79.

JUNE
Nos. 101 102.

[illegible] Agent, Secretary — Undertaker
[illegible] the cost of the Burial Service for
[illegible] Patrick V. Farrell

Court Fee
Eight annas

In the District Munsif's Court of Kilkenny

The third day of May One thousand
eight hundred and seventy eight

Present

Mr J. Hutchins 4th District Munsif

Regular Suit No 238 of 1878.

Plaintiffs Versus Defendants

Pat Carmody Sevich
2nd Maji Cockanah } M. J. Lyons

Judgment

1. Plaintiffs sue for the recovery of Rs 27-7-7 alleged to be the balance due for certain materials supplied by 1st plaintiff under an oral contract dated 16th October 1876.

2. It is set forth in the plaint that the 1st Plaintiff who had previously been supplying materials for the repair of the District Trunk Road had on 16th October 1876 entered into an oral contract with Defendants for the supply of metalling and gravel for the repair of the 38th 39th and 40th miles of the aforesaid road in consideration of the latter's promise to pay for the materials after measurement thereof at the following rates Viz —

For breaking up stone metal Rs 0-6-0 per cyd

2d 2d 2d

to supply the contractors in question sufficiently
for the illegal contract according to which
the Plaintiffs are to supply with cutting and gravel
for the repair of the Bridge to the centre of the
road. Neither did he order the Defendant to pay for the
after approval and measurement as to the
price to be paid, it must rely upon the evidence
of the witnesses who differ in opinion
that both prices were thirty pounds, and I
cannot therefore find that the price agreed
upon was exceeded either by the Defendant.
In favour of plaintiffs witnesses before
that they had ordered Plaintiffs repeatedly
to cut long and gravel and heaped it upon
the sides of the 28th 29th & 30th miles of the road
and that defendant came and measured
in their presence all the materials so supplied
and without making any objection as to
quality directed the Plaintiff to remove to the
neighbouring village of Pingalle within
Defendant was presiding to and that he would
pay them paid. On the part of the Defendant
it is not denied that all the materials
so measured. The Defendants Exhibit No. 2
produced by him relieves the presumption

Office and which is a memorandum that
Defendant had handed over to the witness
when going over charge of the Bridge, clearly
shews that such measurements were actually
made. The only contention therefore is that
Defendant did not accept the greater portion
of the materials because they contained
more than one half of dust. The contention
of the Defendants which is rather against
ordinary, for if true the inevitable conclusion
will be that the Defendant had received
measuring materials supplied by contractor
without approving of and accepting them
and afterwards paying for them according
to such measurement as the contractor
"screening" the material and removing there
from "more than one half" as which, that
is paying twice as much of Government money
as the materials supplied are really worth.
That such custom did exist in this
Range when Defendant was in charge of it,
does seem clear from the Defendants
exhibit No. 2 and the evidence of his 2nd
witness the Overseer, and the Court is glad
to hear that such practice has been entirely

deceased and Defendants to whom was
took charge of the Gorgendale Range.
Should be against Public policy
for the Court to allow such plea and
if it were clearly true. Under the circum-
stances the Court finds that first Plaintiff
has performed his part of the contract
and that Defendant had measured and
accepted the materials supplied by the
former.
7. As to the quantity and value of the
materials so supplied there is no other
reliable evidence than Defendants exhibit
No 3 PH which shows the measurements
and amount due to first Plaintiff and
owing to this document the amount due
to 1st Plaintiff for the unpaid portion of
the materials supplied by him is Rs 146-4-0
8. The defendants Wakil stated that
the first hearing that Plaintiffs had after
constructing the dike carried away some
of the materials supplied by them and
heaped on the 40th mile - This if true is
not a matter for investigation by a Civil
Court.
9. The Defendant will pay Plaintiff
Rs 146-4-0 with interest thereon at 4 per

the date on which the materials were
measured and accepted by 1st Defendant
and with proportionate cost of Suit & interest
thereon at 3 annas per cent per mensem
from this date to that of payment.

(Sd) J. A. Hallchurch
Dy. District Munsiff

(True Copy)

Ex. (Sd) illegible
Translator

Chr. to Govt. Rs 3.2.0
Head Ginnah

(True Copy)
(Sd) Charles Shaw
Executive Officer

Camp Loony
19th May 1875

(True Copy)

Approved
Major R.E.
District Engineer Chingleputtah

In the District Magistrates Court of Ragamma

the first day of May one thousand eight

hundred and seventy eight. 1878

Present

Mr J. S. Welcher, Esq. D.C. Magistrate

Regular Civil Cases of 1877

1st Corranui Sangya Mulanda
2nd Maggi Cantamma Sowcar } Plaintiffs

of Nandigoddy

Versus

Mr St Lyons Golgonda Mango } Defendant

Office of Commissariat

1 Plaintiff sue for the recovery of Rs 277-7-0 alleged to be the balance due for certain materials supplied by 1st Plaintiff under an oral Contract dated 16th October 1876

2 This cause coming on for final disposal before me in the presence of Gopaldas Lalcharan Vakil on the part of the Plaintiffs and Pattiram the Jagannadham Vakil on the part of the Defendant, it is ordered that the Defendant do pay Plaintiffs Rupees 440 with interest thereon at 6 per cent per annum from the 17th January 1877, and do the Defendant

The execution of this deed will not be enforced in any Court of Justice in this Province unless it shall have been made within [illegible] months after the date or [illegible] of the deed or [illegible] as required.

[illegible]

[illegible]

[illegible]

No. 3425 Godaveri

FROM,

THE OFFG. SUPERINTENDING ENGINEER

GODAVERY DISTRICT

TO,

THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT

MADRAS.

CAMP DOWLAISHWERAM, 24th December 1878

SIR,

I have the honour to be Sir

Your most obedient servant

[illegible]

Superintending Engineer Godavery

Spanish Town
10th October 1777

No 68
Gl

Sir Lieut. Governor Dalling

Sir

The Speaker has signed in Charge
Answer passed House
Tuesday Instant

Sir

Also the 4th Bill and Petition thereof
Read. Ordered that same be referred
Consideration Speaker Instant Dated
last Session the Petitioners praying
for the Recovery of Sixpences of 1/2 for Instance
(Petition stated and prayed) Explain of Grievances
Mills Office Council Book

2. The Matter that Stated about Officers ago before
the House respecting Dues Payment of Money paid to
Coll. Pettiel Refused to pay for it. Same Day
Spoken to pass the Bill

3. As this Bill Brought against has the two
1st Order, and Free the Charge stated Charge in the
Pet., Was Enabled to defend himself the Case being
heard for Recovery in the 2nd Inst. And Accordingly

away from the Encampment without
leave first obtained from the Captain of the
Guard for the purpose. The Sergeants
Guard is answerable for and Sergeants
personally and Officers Guard shall
call the Corporal that shall have due attention
answerable for me to do in the middle

I beg to remain

Sir

Your most obedient Servant

Signed J. Lyons Sergeant

Superintendent Engineer

Dunagpedam Division

Godavery

Enclosure in a letter dated
the 23rd January 1878 from
the Secretary of State
for India

contractor to pay for all charges, except
to be questions which call for examin-
nation from Sergeant Lyons.
2. When Sergeant Lyons requested
that I would procure the permission of
Government to depose the said Forgeth-
against him by the Contractor, I refused
to comply with his request, because I did
thought proper to act at enquiry after
I had heard what all Contractors should
be permitted with respect to
Lyons lastly complains that the above
Regulations were not explained
because the material in English was not
handed out to Spanish persons
Lyons Duties, when
[illegible]
[illegible]
for the performance of the work, when
Statements were called upon to
[illegible]

was they contained more than one
very half of dust. This conclu-
sive is characterized by
the Court as "rather re-
-markable" on the as-
-sumption that "the ac-
-ceptable conclusion would
be that the Defendant
had been measuring mat-
-erials supplied by Con-
-tractors without affirming
of and accepting them and
afterwards paying for them
according to such mea-
-surement on the Con-
-tractors" perceiving the
material and measuring
Therefore "more than one
half" as picked, that

to state my conclusion
accepted by said Co.
Secondly to state
to our further Consider
Contract between
but the Defendants
and to consider
[illegible]

Construction of Contract
Specification of the
Quality of material
to be supplied and
Directed by Engineer
[illegible]

much of Government money
as the materials supplied
are really worth? The
Chief Engineer is unable
to find anything in the sub-
-mitted to support such an
assumption - It is possible
that the Court may have some
had evidence before it to
warrant the assertion - but
no reference whatever to the
such evidence is made - to
notice by the Court nor
by the District Engineer -
whose account of the occur-
-ence not in favor of Contr.
-tion.

The Chief Engineer is not
satisfied that Contr. acted
interest as Defendant have
been properly represented

in his absence.

The fact of the material having been measured by the Upon does not bind him to payment of the whole amount measured. It would appear that the measurement was made on the understanding that payment was to be given only for so much of the material as could be approved of, after the screening process had been performed. It is not likely therefore that Upon would after that have made an agreement with the contractor to meet him at the neighbouring village of Lourgalle for the purpose of passing him in full.

the Chief Engineer considers the most important issue in the case to be whether the material supplied was of the quality agreed to between the Contractor and Peasant Upon. The Court appear to have left out of this issue, and to have decided the case without reference to it:

The question now is — whether the Government are to bear the costs of the material supplied (1) the defence of the suit.

The Chief Engineer recommends that Government

ment from the former and
differ from the latter - there
being evidence of the ma-
-agement for which Settle
ment should be held re-
-sponsible.

G A Ford Esq. 11
Chief Engineer and
Secretary to Govt. &c.

Allowance
June 1878.

Public Works Department

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Dated the 6th June 1879

Read the following :—

Letter from the Asst. Engr.
Kistnagherry, dated the 3rd of January 79

Letter from the Asst. Engr.
Nagapatam, dated the 4th of March 1879

Letters reporting cessation of
work of a tank through
a failure in the bund
during the last freshes
owing to the bottom
said to be too pervious
material expected by the
Engineer under an agree-
ment made on the 10th

The Court does give
judgment against Defendant
for Rs 116 - 4 - 10 with
interest thereon being the
amount due for the mo-
-ney paid further up the
mortgage.

The Plaintiff's Counsel
finds and states that the
Defendant absconded
after the service of
upon him the Summons
against the Plaintiff
-tiff's suit with written
objections for all mat-
-ters stated therein
and that there remains
unpaid for the principal
his sum of

Defendant will under-

these circumstances, he did
decide for the Plaintiff
suit - the Defendant
mortgage being paid up there-
being paid by Plaintiff
-mount.

[illegible]

No. 1970

Vizagapatam District Engineer's Office
Dated at Vizagapatam the 1877
Received the 1877

From

Major E.H. Rundall

DISTRICT ENGINEER
VIZAGAPATAM.

To

Major J. Abbott R.E.

Offg. Superintending Engineer
Cuttack

Sir,

I have the honor to forward herewith a petition addressed to Government by Ramasawmy Ayyaroo, late in charge of the Gopalpoor Lodge, did not see fit to conform to my instructions, that all petty contractors should immediately be supplied with copies of sanctioned specifications, & am unable to apply to Government to defend the suit brought against me.

I have the honor to be
Sir
Your most obedt. Servt.

E.H. Rundall
Major R.E.
Executive Engineer

Sworn to before me this
[illegible] day of [illegible] 1970
[illegible]
Notary Public

State of Louisiana
Parish of Jefferson

Before me the undersigned authority personally came and appeared
[illegible]
who after being duly sworn did depose and say:

That he is the petitioner in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

[illegible]

Sworn to and subscribed before me this
[illegible] day of [illegible] 1970
[illegible]
Notary Public

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

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

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

6244

Cobt. of (1875) Illinois.

PUBLIC WORKS.

To

Issued

Issued

Rec'd

Rec'd

U. S. H. June 14th, 75. 2600 lbs

No.

Sixth Class. Subclass C.

Railways — to pay the cost of Steel Bought upon a Lien by Contract & Record.