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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU
Public Works. DEPARTMENT

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Dated	19.8.1878	1972.

Not to be folded or roughly handled

9/8/82

3281

GOVERNMENT OF MADRAS
PUBLIC WORKS DEPARTMENT.

19th August 1878, No 3,301 W

General
Establishment.

Read the following paper —

No 214 From Captain R R L^{*} BROCKMAN, R E, District Engineer Tanjore,
to the Chief Engineer, Public Works Department, dated Upper Amcut,
10th August 1878, No. 1,809

I HAVE the honor to inform you that a suit* has been brought against the Sub-
Engineer in charge of No 4 Range and
two others by one Iyysawmy Pillay, late a

* Small Cause No 400 of 1878

petty contractor in that range in the Small Cause Court at Tanjore for the recovery
of Rupees 168-1-6 said to be due on account of nannal planted by him in the Coayam
and for repairing road No 15, north section Copies of the Range Officer's letters on
the subject, Nos 331 and 386, dated 12th July and 1st August 1878, respectively, are
enclosed, from which it will be observed that the contractor claims a much larger
amount than is actually due to him as shown below —

	Amount claimed by the contractor.	Amount due to him as per Work actually done
	RS A P	RS A P
For nannal planting	91 4 6	45 10 3
For repairing road No 15, north section	76 13 0	51 12 10
	168 1 6	97 7 1
	97 7 1	
Excess claimed	70 10 5	

2 A petition was submitted to me by the contractor, filed 6th May 1878,
stating that the Range Officer objected to pay him for work done as shown above and,
as it appeared from the explanation
† No 331, dated 12th July 1878 † furnished by the Range Officer that only
a sum of Rupees 97-7-1 was due to him on account of the works actually carried out
by him, the contractor was duly informed by an endorsement from this office,
No 1,630, dated the 20th July 1878, of the actual amount due to him as per the
Range Officer's explanation, and that he can obtain the same on application to the
Range Officer

3 The contractor had no grounds whatever to bring the suit against the
department, as a reasonable settlement of his accounts was never refused by the Range
Officer, and as the suit has been unnecessarily and wantonly brought by the contractor
merely to annoy the department, I request that authority may be granted for defend-
ing the suit at the public cost on the grounds set forth in the enclosed copies of letters
from the Range Officer

1 A translation of the plaint is enclosed

5 The final hearing of the suit has been fixed for the 20th August 1878 I
have the honor, therefore, to solicit early orders for the defence of the same

2 PUBLIC WORKS DEPARTMENT, 19TH AUGUST 1878, No 3,301 W.

No 215

ORDER THEREON, 19th August 1878, No 3 301 W

ORDERED that the following telegram be sent —

"Defence of Iyasawmy Pillay's suit authorised"

(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, Tanjore
" Examiner of Public Works Accounts

Ltd T D Ryan
Spare Copies

PUBLIC WORKS.

In the Subordinate Court of Justice
Small Cause No. 425 of 1878.

Maraim Pillay, Son of Athavoo
Pillay, ^{Contractor by profession} living at present in Nagara
Kaidoo Street, Munnargudi, but
originally belonging Miranum-
buckavady, Tanjore —————

Pinckney

A. A. Fox Biquin, Munster, Ind.
Nauze Officer

Mr. Enayakumbum Pillay
Taluk, Mysore, formerly of Munnar.
= Judicial Taluk, and now at Anthangi - 2
A. H. Garrett Esquire formerly Munn.
= marginally of our office now in
Charge of Bangalore Division.

Defunct. 196.

The Complaint is as follows.

The 2^d Defendant sent me on the 25th January 1877 an order marked (A) directing me to plant Manual in the dangerous portions on both sides of the bed of the Corcayoor between the limits of Poonamoor and

Kandamangalam

Kandamungalai at the rate of
6 Annas per 1 Square Yard and that
the amount that may become due
to me after the inspection of the work
by the said Defendant will be paid
to me on the sanction of the 3^d De-
fendant, the then Range Officer of
Mannargudi. On the due completion
of the work the 2^d Defendant measured
the work in May 1877. I do not remember
the date. The 2^d Defendant measured
out the work and found the work
to be 243 Sqr. Yards and 42 yards
and the amount due is Rs 91. 4. 6
This amount the 1st Defendant,
though asked several times, has
not yet paid.

2 That repair of Road No. 15
North Section from the 2^d to the 5th mile
was undertaken by him in October
1877 (do not remember the date) under
an order of the 2^d Defendant on
the 1st Defendant's sanction, at the
rates of 4 pies for 1 Sqr. Yard of
turfing, 1 Anna for 1 sq. yd. of sectioning
the road on both sides 2 pies for

3201
one Sqr. Yard of Ramming & levelling
and 1 pie for 1 Sqr. Yard for opening
water Courses on both sides of the road.
Accordingly the quantities of work
done are as follows. Turfing 447 Sqr. Yds.
Sectioning on both sides 2003 3/4 Sqr. Yds.
Ramming and levelling 3024 Sqr. Yds.
Opening of water Courses 3471 Sqr. Yds.
The total amount due on account
of these items is Rs. 76. 13. -- The Defend-
ants 1 & 2 though asked several
times have not yet paid the
amount to me.

The Commencement of the plaint
for the amount stated in para 1
is the 1st of June 1877 and for the
amount shown in para 2 is 15th
January 1878 the date of completion
of work.

The Plaintiff prays judgment
for the amount shown above with
interest thereon till the date of the
payment with costs.

(NB) When I undertook
the work stated in para 1 the 3^d De-
fendant was in charge of No. 4

on Mummargudi Range and as the
order marked. A was given under
his orders I had to include him as
the 3^d Defendant in this suit.

Amount as shown in para 11 Rs. 91-4-6

Rs. 91-4-6

For turfing 447 Sq. ft. at 4 pice

for 1 square yard 9-5-

Sectioning both sides 2863 1/4 Sq. ft.
at 1 anna per Sq. ft. 17-14-9

Gravelling and levelling
3024 Sq. ft. at 2 pice per Sq. ft. 31-8-

Opening water courses 3471-
Sq. ft. at 1 pice per Sq. ft. 18-1-3.

76-13-

Total Rs. 158-1-6

/ Signed / Ghasany Pillay.

Testification.

I, the Plaintiff, in the above suit
depose to the best of my belief,
that the facts contained in this
plaint are all true.

28th June 1878. Signed / Ghasany Pillay

/ True Copy /

Signed / Ghasany Pillay.

Signed

/ Signed / Sami Nou
Sheristadar

3308

/ True Copy /

Signed / J. A. Fox

Sub Registrar

/ True Translation /

Paul Milman Captain R.

District Engineer Bangalore

Enclosure is a letter from
H. O. Diett, Esq. Supt. of
to the Chief Engineer
D.P.W. No. 1809 dated 10
August 1878.

1331

Camp. Tadapatri, Nungallu, July 1878

From

The Officer in Charge
Manargood, Division
Manargood

To

The District Engineer
Tanjore

Sir

I have the honor to report, with
reference to the Petitioner's claim, all
late a Pet. Contractor in this Road
endorsed by your No. 27 of the 8th May 1878,
that payment to the petitioner was
never refused him; and the delay in
paying him up is explained below.

2. With reference to the amount
due to him on Road No. 15 North Section,
the Petitioner worked on that Road
up to the end of January last, in
which month he was paid for
work done previously. On my return
from Patrocotah Taluk in March,
and on a representation of the
Contractor, I requested supervisor
Mahadavaiah to measure up the
work done by the Contractor and to
submit me the accounts for payment,
this he did on the 24th of that month,
but on the receipt of the bill it
was discovered that there was no
allotment available on the Road,
and

as he paid in April when the new
allotments shall be received. I don't
remember having seen the man in April,
but most probably he did make his
appearance, and I might have sent
him away as the allotments had not
been received, and I was exceedingly
surprised to receive in that month after
the Easter vacation, a letter from him
threatening to take out a suit against
me in the small Cause Court, should
I not pay him up his dues within
seven days, both for the Road as well
as for Naval planted by him in the
Gouan last year previous to my arrival
in the Range.

3. With reference to the Naval
planted by him, it appears that some
work was done by him on Pelly
Contract in February and March 1877,
and for which overseer Gnangumbunthum
Pelly submitted a bill to Mr Garrett
in the month of May last, but which
was not settled and paid for at the
time. The bill was sent back for
further information, and in his
letter dated 22nd June to Mr Garrett,
the overseer reported that the greater
part of the Naval planted had
dried up, and in his Progress
Reports for several months his
remarks were that, "half work
was done but Naval soon dried."
Under these circumstances I hesitate
to

230
Caulge in July 1877, as
an opportunity of inspecting the
Naval myself when the freshes in the
River subsided but this opportunity
I did not obtain, as the occasional
freshes in the Corraur up to the end
of August, and the subsequent floods
experienced to the end of December
prevent an examination, and
even tended to wash away every
blade of Naval that escaped the
previous draught.

4. In the meantime the Contractor
applied to me on one or two occasions
for his Naval money, but not being
able to see my way clear as to the
grounds on which he was to be
paid, I promised to consider his
case after the floods should subside
in January. In the month of March
on my return from the Pelloocotah
Jail he applied for a final settlement
but I regret that I was unable
to consider his case at all in conse-
quence of the original bill submitted
by the overseer not being forthcoming.
Although a long search was made
for it. As March was a very busy
month I could take no further
trouble in this case in consequence
of the disappearance of the bill,
and I promised to make a further
search the following month, and if
the bills were found to settle his
claims, but in April as I have
already stated, he sent me his
threatening

on May 1st I received his petition from
 you. On this I sent for the Contractor
 and promised to pay him up his Road
 claims at once and the amount due
 on the Road was never refused to him,
 and I promised to settle his claims
 for naval on the discovery of the last
 Bill, as in the absence of that Bill
 I could not act at all, the man
 promised to come the following day
 to receive the Road money, but silently
 disappeared, and I afterwards
 understood that for certain motives
 of his own, he refused to receive
 one amount without the other
 amount also being paid up at the
 same time. I then caused a further
 search of the records to be made for
 this Bill, as there was no copy kept of
 it in the Taluk office, but it was in
 vain, I searched for the original
 measurements and could not find
 them, but only found a Tamil measurement
 paper of the work done which was
 originally submitted by the Irrigation
 Maistry (dismissed 6 months ago) at the time
 to the overseer. I then sent the measurement
 Book with note book to the overseer
 at Anandaghy, but he was unable
 to find me the original measurements.
 I have since caused a true copy of the
 Maistry's measurement to be made, and
 sent for the Contractor and requested
 to know whether he was willing to
 accept the Maistry's measurement, he
 consented to do so if the estimate rate
 were doubled (the reason for which is given below)

but this I told him I could not do
 without the orders of the District Officer,
 and so he left again without attempting
 or even apparently wishing to settle
 any part of his claims. The abstract
 of the estimate for naval duty
 sanctioned is as follows:

Sanctioned estimate. 830/5
 $\frac{43825}{2}$ sq. ft. planting naval at 6 annas per 100 sq. ft. Rupees 82-2-9
 Sundries Rupees 2-13-3
 Total Rupees 85-4-2

work done about $\frac{1}{2}$ the above as follows:

$\frac{24342}{2}$ sq. ft. naval at 6 annas per 100 sq. ft. Rupees 45-10-3

It is precisely twice this last
 written amount that the Contractor
 claims, Rupees 91-4-6, and he now
 states that he was promised double
 the estimate rate by the Taluk overseer
 in consequence of the fact that the quantity
 of naval that had been used in
 former years having been used by him
 under the new system of planting
 in spurs, thus ~~increasing~~ I do not
 know how Contractors were paid
 last year in other Talukas, and therefore
 leave the whole case for you to decide.

It is evident that the Maistry's
 measurement was adopted by the overseer
 and the Contractor's claims also
 correspond with the measurement
 of the Maistry, with the only exception
 that the rate is precisely double the
 estimate

estimate made. - It seems
have been the only Contractor for
planting Nautil in the year under
reference, all other Nautil having been
evidently planted by Departmental
agency.

It will be observed that the
whole measurement is denuded by the
figure 2 both in the estimate as well
as in the Master's measurement
this is on account of the spaces between
each spur being left unplanted.

The Contractor also argues that
he was ordered to plant Nautil according
to certain Rules which he did, but
that he was not paid to deliver
that Nautil in a growing state.

The amount due on the
Road is Rupees 51-12-10 and not Rupees 76-13-
The Contractor thus claims Rupees 25-1-2
in excess of the actual and correct
amount due, and has completely failed
to explain his extra claim, but he engages
to receive Rupees 51-12-00 if he is paid up
the full amount of his claims for Nautil.
6 Enclosures including the petition are
herewith enclosed.

I have seen
/ signed / J. H. Fox
Sub-Quartermaster General

1 True copy /

Wm. H. Ormby, Captain R.E.

District Engineer Tanjore

Enclosure in a
Letter from the
District Engineer
Tanjore to the Chief
Engineer D. C. W.
No 1809 dated 10th
August 1878

386

From

Manargoddy Division, C. I.
Manargoddy, 1st August 1918

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10

The officers in Charge
Manargoddy Division
Manargoddy
To
The District Engineer
Bangore

I have the honor to report to you
that one Dyasany All late a petty
Contractor in this Range has filed
a suit in the small Cause Court at
Jaipore against me as Range officer
for the recovery of Rupees 168-1-6 on
account of payments said to be due
to him for work performed in this
Range partly in March 1877 before my
arrival in the Range and partly in
January 1878 after my arrival, and
have received a summons on the
26th ultimo from the subjudge of Jaipore
to appear at his Court on the 20th
Instant for the final hearing of
the case. I am, Sir, your obedient servant
Dyasany

The Case. The present claimant by assaying
Bill in a petition to you some time
ago, complained of the amount due to
him not having been paid, and in
my Letter no. 331 dated 12 July I reported
fully on the case to you, and forwarded
also Copies of several documents
connected

tingled with it
me these papers with and expression of your
opinion on them

As far as I can see there is not the slightest valid ground on which the Contractor could go to Court for the recovery of his money, as the amount legally due were never refused to him ^{offered to him some time ago and were} but were refused to be received.

The amount due for navel planting is Rupees 45-10-3 according to the work performed and rates allowed in the estimate, but he claims just twice the quantity of navel was used by him under the new system of planting in spurs to what used to be used under the old system of single sticks. The double rate was not promised to him by any body, and the order given to them provides only the usual single rate of 6 annas a ~~bag~~ ^{bag}. Most of the navel planted, as already reported, got dried and destroyed no sooner it was planted and the remaining got easily washed away by the first freshes that were experienced. The extra claims therefore cannot for a moment be considered, and perhaps it is a question whether he ought to get any payment at all for the bad work done that got so easily destroyed.

With reference to the Contractors
claims on Road no. 15. N.S. Sunderland
to

As I raise the rate for earth work
 be done for the slopes of that Road from
 one anna to one anna 2 pice per
 cubic yds on the distinct understanding
 that special care should be taken
 to have the earth well tampt,
 but although the earth was afterwards
 covered ^{well} with turf, deep ruts occurred
 after a few light showers of rain,
 which showed that the earth had not
 been tampt properly, I therefore
 reduced the rate of earthwork by
 one pie and offered him Rupees 54-12-10
 but he refused to receive the amount
 claiming Rupees 76-13-10 or Rupees 25-0-2
 in excess, which I cannot at all re-
 commend to be paid to him.

Iyasaamy was very badly advised
 in going into Court in this case as, a
 reasonable settlement was never
 refused to him, and I have every reason
 to believe that his proceeding is only a
 wanton act undertaken with some
 ulterior motives of his own. I may
 here mention that he is a nephew of
 Maratt Ganapathy Pillay lately dismissed
 by you for dishonesty.
 I hope that permission may be
 given that permission may be

by you for dishonour. I hope that permission may be obtained to defend the case at the Public Expense. I have &c

expense. I have &c
/signed/ J. A. Fox
embayceon

(True copy)
 Emmet Ontonagon Lapham RE
 District Engineer Sault Ste Marie

Enclosure in a Letter
from the District
Engineer Tanjore
to the Chief Engineer
D.P.W. No 1809 dated
10th August 1878

No 1809

Camp Upper Anicut
10th August 1878
Despatched 13th

380/-
12

From

Captain R. R. E. Brockman R.E.
District Engineer Tanjore

To

Colonel E. H. Flood, R.E.
Chief Engineer D.P.W.

Sir

I have the honor to inform you
that a suit has been brought against
the sub-engineer in charge of 1st Range
and his heirs by one Chapparay Pillai
a petty Contractor in that Range in
the small Cause Court at Tanjore for
the recovery of Rupees 168-1-6 said to
be due on account of gravel planted
by him in the Cothayam and for
repairing Road 12, 15 North Section.
Copies of the Range officers Letters on
the subject 12-336 and 386 dated 12 July
and 10 August 1878 respectively are
enclosed from which it will be observed
that the Contractor claims a much
larger amount than is actually
due to him as shown below.

Amount claimed by the Contractor	amount due to him as per work actually done
For gravel planting Rs 91-4-6	Rs 45-10-3
For repairing Road 12, 15 North Section Rs 76-13-0	Rs 51-12-10
	94-2-1
Excess claimed	70-10-5

3. The Contractor had no grounds whatever to bring the suit against the Department as a reasonable settlement of his accounts was never refused by the Range officer and as the suit has been unnecessarily and wantonly brought by the Contractor merely to annoy the Department I request that authority may be granted for defending the suit at the Public Cost on the grounds set forth in the enclosed copies of letters from the Range officer.

5 The final hearing of the
suit

Have the honor to be
sirs

District Engineer Joseph C

From
The Dist. Engineer
(Tanjore)

To the Chief Engineer
D.H.W.

Dated 10th }
Despd. 13th } August 1898
O.V.D.

No. 1809
Encls - 3

"Forwarding papers
in connection with a
suit brought by one
Iyassamy Pillay as party
Contractor against
The 4th Camp Officer,
& requesting sanction
to defend the cause at
the Court."

To C. L. 15-8-78.
C. L. 17-8-78. Dated 14-8-78

No 33014 P. H. D.
Proceedings of the Madras High Court

Under date the 19 Aug 78.

Read the following:-

From
The District Engineer } (H.C. No. 1809 of 10th Aug 78)
Tanjore.

tel. Sept 19/78.

Ordered that the
following telegram
be sent:-

"Defence of Iyassamy
Pillay's suit authorised."

sent
17/8

D. L. Tanjore
Exec. P. H. D. Acted Sept 27-8-78

[Signature]

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to city 15-8-78
C. 17-8-78 Del 19-8-78

...

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1908

PUBLIC WORKS.

[Handwritten signature]

19 Aug 1908 3301W

[Handwritten marks]

Syamasu Pillay's Suit
Tanjore, The defence of
authorized.

[Handwritten signature]