

(1) Number of pages 26
(2) Date of repair 21st Aug 86
(3) Initials of the Referee Gens

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU
Public Works DEPARTMENT

G.O. No.	3385	Press.
B.P. No.		Mis.
Dated	24 . 8 . 1876	197-.

G.P.
Not to be folded or roughly handled

3385

GOVERNMENT OF MADRAS
PUBLIC WORKS DEPARTMENT.

24th August 1878, No. 3,385 W.

General
Establishment

Read the following paper —

No. 273 From Captain R R E BROCKMAN, R.E., District Engineer, Tanjore,
to the Chief Engineer, Public Works Department, dated 16th August 1878,
No 1,851

I HAVE the honor to inform you that a suit* has been instituted in the Court of the District Munsif of Franquebar by one Kunnusamy Anna, Contractor for repairing the right bank of Trumulrajennur in the Nannilam Taluk, Mayavaram Range, against Mr Hannan, the Range Officer, for the recovery of Rupees 1,583 9-9, said to be the balance due to him on account of work executed including Rupees 349 deposited by him as security for the due fulfilment of his contract with interest thereon.

2 A copy of the Range Officer's letter, No 103, dated 15th May 1877, in which full details relative to the case are furnished, is enclosed, from which it will be observed that the Contractor has failed to complete the work according to the terms of his contract, and the sectioning of the bank had therefore to be done by the department.

3 While, according to the bill submitted by Mr Stephens, the Sub-Division Officer, on the 3rd August 1876, only a balance of Rs 121-7-0 is due to the Contractor, Kunnusamy Anna, on account of work actually earned out within the stipulated time of his contract he claims in his plaint a sum of Rupees 1,583-9-9 made up as follows —

	RS	A	P
† Amount of bill submitted by Mr Stephens	655	0	0
Deduct on account of work earned out by the department in completing the sectioning of the bank which the Contractor failed to complete	263	9	0
	421	7	0

	RS	A	P
Amount of contract	3,490	0	0
Deduct amount of cheques issued by Range Officer	2,569	3	7
	920	12	5

	RS	A	P
Deposit money	349	0	0
Interest at 4 per cent from 28th April 1876 to 3rd August 1876	17	8	0
Interest on the balance at 12 Rupees per cent from 4th August to the present date	296	5	4
	662	13	4
	1,583	9	9

- 4 The above entries show that a balance of Rupees 920-12-5, or Rs 199-5-5 in excess of the amount actually due to the Contractor for work carried out, is claimed by him together with the deposit money and interest (which he has legally forfeited by failing to complete the work within the stipulated time of his contract) on the plea of his having completed the sectioning of the bank after his contract time.

RS	A	P
920	12	5
421	7	0
499	5	5

5 The Contractor never completed the sectioning as stated by him, nor had he any right to proceed with the work after the expiration of his contract time, and the department cannot recognize any claim for payment for work said to have been done by him against the terms of his contract.

6 As the Contractor will not come to any reasonable settlement, I request that authority may be granted for defending the suit at the public cost.

7 A translation of the plaint is enclosed. The final hearing of the suit has been fixed for the 24th August 1878. I have the honor, therefore, to solicit early orders for the defence of the same.

From J HANNAN, Esq., Executive Engineer, in charge No 2 Range, Tanjore District, to the District Engineer, Tanjore, dated Tranquebar, 15th May 1877, No 163.

I HAVE the honor to report, with reference to the two enclosed petitions from Contractor Kunnusamy Anna, that this Contractor signed an agreement in April 1875 to carry out and complete the repairs of the right bank of the Pimlahaganaur, estimate Rupees 3,490, by the end of January 1876. He also paid the usual deposit of 10 per cent as security for the due fulfilment of his contract. He failed, however, to complete the work, but, as he had nevertheless made good progress with it, his contract was renewed without fine and the time for the completion of the work extended to the end of March 1876. At the end of March Overseer R. M. Achendiah measured up the Contractor's work, and sent the bill with the measurements and the usual certificate attested that "work to the extent noted, &c., had been carried out in accordance with the specification, &c.," but did not at the same time send any covering letter or report regarding the work to the Sub-division Officer.

On 26th May Mr Stephens went and inspected the bank, and on 24th he wrote to the Overseer calling upon him for explanation regarding several sections which he had omitted to measure and informing that the work had been badly done, the slopes insufficient, &c., and calling upon him to report why he did not report the same when submitting the bill, and why, when the contractor had failed to complete the work satisfactorily on the expiry of the contract time, he did not (in accordance with standing orders) stop the work. To this letter the Overseer does not reply until 11th July, when he reports that the work is being gone on with departmentally, and that on the expiry of the contractor's time in March he was written to to stop work as he had broken the terms of his contract although he had omitted to report before that he had done so. On 31st August 1876 Mr Stephens submits a bill for this work showing a balance due to contractor of Rupees 685, and reporting at the same time, and for the first time, the failure of the contractor to complete the sectioning by the end of March, his contract time, and stating that it was difficult for the contractor to do this work properly until the rains had set in, and that as he had agreed to do the sectioning then, he recommended that Rupees 200 should be deducted from the bill as the work was completed properly. As the amount to be paid to the contractor was comparatively small after deducting the Rupees 200, I decided to be paid to the contractor until the work was completed properly, and directed Mr Stephens to take a renewed contract from the man to complete the work during the rains. The contractor, however, refused to enter into a renewed contract, but about the end of September he informed Mr Stephens that he had resumed the work on 1st November and found that, with the exception of a few gulches, he had done nothing towards resectioning the bank. This is how the work stands at present. Mr Stephens states that he was only induced to submit a bill for the work on the contractor's pleading that if he did so, and if he received part payment, he would complete the work in the rains, but he afterwards refused to do so, and claims the full amount of the bill as well of course as the refund of his security money. I think this contractor has been treated with every leniency and rather. He now threatens to recover the amount of the bill by a civil suit. I therefore request your orders on the subject. The cost of sectioning the bank properly will be Rupees 200, and this has been paid by the department.

No 274.

ORDER THEREON, 24th August 1878, No 3,385 W.

ORDERED that the following telegram be sent —

"Government authorise defence Kunnusamy Anna's suit"

(True Extract)

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

(True Copy)

Mayer, R E,
Under Secy to Govt., P.W DTo the District Engineer Tanjore
" Examiner of Public Works AccountsExd J W Fischer
Spare Copies

1901. OF 115761 (Hindus).
 PUBLIC WORKS.

THE UNIVERSITY OF CHICAGO

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APCCL

Ms. A. 12.2.9

S. J. ...
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S. J. ...

C/12103

Home

Mayuram Division Office
Tangachatur 15 May 1877

The Officer in Charge N. 2 Range
Tanjore District

To
The District Engineer
Tanjore

Lucy

Have the honor to report with reference to the two enclosed petitions from Contractor ^{Thunnoodamy annah}, that this Contractor signed an agreement in April 1845 to carry out and complete the repairs of the Right bank of the Tumulayanaur estimated Rs 3490 by the end of January 1846. He also paid the usual deposit of 10 per cent as security for the due fulfillment of his contract. He failed however to complete the work but as he had nevertheless made good progress with it, his contract was renewed without fine and the time for the completion of the work extended to the end of March 1846 at the end of March overseer Ramachendriah measured up the Contractor's work, and sent the bill with the measurements and the usual Certificate attached that "work to the extent noted &c &c had been carried out in accordance with the specification &c" but did not at the same time send any covering letter or report regarding the work to the sub-Division Officer.

On 26 May Mr. Stephens went and inspected the bank and on 29th he wrote to the overseer calling upon him for explanation regarding several sections which he had omitted to

measure and informing that the work had been badly done, the Stokes ins. efficient re and calling upon him to report why he did not report the same when submitting the bill and why when the Contractor had failed to complete the work satisfactorily on the expiry of the Contract time he did not (in accordance with standing orders) stop the work. To this letter the overseer does not reply until 11th July when he reports that the work is being gone on with departmentally, and that on the expiry of the Contractor's time in March he was written to stop work as he had broken the terms of his Contract although he had omitted to report before that he had done so. On the 3rd August 1876 Mr. Stephens submits a bill for this work showing a balance due to Contractor of Rs. 685 and reporting at the same time and for the first time the failure of the Contractor to complete the sectioning by the end of March, his Contract time, and stating that it was difficult for the Contractor to do this work properly until the rains had set in and that had he had agreed to do the sectioning then he recommended that Rs. 200 should be deducted from the bill until such time as the work was completed properly. As the amount to be paid to the Contractor was comparatively small after deducting the Rs. 200 I declined to make any payment until the work was completed properly and directed Mr. Stephens to take a renewed Contract from the man to complete the work during the rains. The Contractor however refused to enter into a renewed Contract but about the end of September he informed Mr. Stephens that he had resectioned the bank, although he had no right whatever to touch the work. Mr. Stephens again inspected the work

on 1st November and found that with the exception of filling in a few gullies he had done nothing towards resectioning the bank. This is how the matter stands at present. Mr. Stephens states that he was only induced to submit a bill for the work on the Contractor promising that if he did so and if he received part payment he would complete the work in the rains, but he afterwards refused to do so, and claims the full amount of the bill as well of course the refund of his security money. I think the Contractor has been treated with every consideration. He now threatens to recover the amount which he considers due i.e. Rs. 685 by a civil suit. I therefore request your orders on the subject. The cost of sectioning the bank properly will be Rs. 200, and this has been partly spent and the work is being done departmentally.

I have the honor to be
Sir
Yours faithfully
J. Hannan
Executive Engineer

(True Copy)

Quill on Bureau Captain R.E.

District Engineer Tanjore

Enclosure in a letter
from the District Engineer
Dangore to the Chief Engineer
D. No. 103 dated
16 August 70

Copy of Range Officer,
Letter No. 103 dated 15
May 70.

No. 1854

District Engineer's Office.
Camp Corayaur H.
16 August 70.

From

Captain R. R. E. Brockman R.A.
District Engineer, Dangore.

To

Colonel R. A. Ford R.E.
Chief Engineer D. No.

For

I have the honor to inform
you that a suit has been instituted
in the Court of the District Munsiff
of Dangore by one Kinnusamy
Anna, Contractor for repairing the
right bank of Immulrajpur
in the Munnilem Taluk, Mayanur
Range, against Mr Hannan, the Range
Officer for the recovery of Rupees 1583-9-9
said to be the balance due to him
on account of work executed in-
cluding Rs 349 deposited by him
as security for the due fulfilment
of his Contract with interest thereon.

2. A Copy of the Range Officer's
letter

Letter No 103, dated 15th May 1877, in which full details relative to the Case are furnished, is enclosed, from which it will be observed that the Contractor has failed to complete the work according to the terms of his Contract, and the Sectioning of the bank had therefore to be done by the Department.

3 While according to the Bill submitted by Mr. Stephens, amount of Bill submitted by the Sub Division Officer, on the 3rd August 1876, only a balance of Rs. 4217- is due to the Contractor. Kinnusamy Anna on account of work actually carried out within the stipulated time of his Contract, he claims in his plaint a sum of Rupees 1583-9-9 made up as follows

Amount of Contract Rs. 3490-
 Deduct amount of Cheques issued by Range Officer Rs. 2569.3.7
 920-12-5
 Deposit money Rupees 349-
 Interest at 4 per Cent from

from 28th April 1876 to 3rd August 1876. Rupees 17.8-
 Interest on the balance at 12-1/2 per Cent from 4th August to the present date Rs. 296-5-4 662-13-4
 1583-9-9

4. The above entries show that a balance of Rs. 920-12-5 or Rs. 499-5-5 in excess of the amount actually due to the Contractor for work carried out is claimed by him together with the deposit money and interest (which he has legally forfeited by failing to complete the work within the stipulated time of his Contract) on the plea of his having completed the Sectioning of the bank after his Contract time.

5. The Contractor never completed the Sectioning as stated by him nor had he any right to proceed with the work after the expiration of his Contract time, and the Department cannot recognize any claim for payment for work.

work said to have been done by him
against the terms of his Contract.

6. As the Contractor will not
come to any reasonable settlement,
I request that authority may be
granted for defending the Suit at
the public Cost.

7. A translation of the plaint
is enclosed. The final hearing
of the Suit has been fixed for the
24th August 1878, I have the honor, therefore,
to solicit early orders for the defence
of the same.

I have the honor to be

Sir,

Your most obedient servant

Quillman Captain R.

District Engineer Bangalore.

55/3
In the District Munsiff's
Court at Tranguchar.

Civil Suit. O.S. No. 133 of 1878

Plaintiff

Kannusami Anna, son of Govindha.
Sami Anna, Mirasidar of Athambia.
village, of the Thathinor Maga-
nam, Kunnilam Taluq.

Defendant

J. Haiman Esquire, Secretary,
Tranguchar, in charge of the
Division.

The Plaint is as follows.

A Muchilika was signed by me
on the 28th April 1875 wherein I agreed
to repair, before the end of March 1876,
with earth the South bank of them.
Mulrayanur, Commencing from
the east of the peasants Street,
Kundramanikam village, Kun-
nilam Taluq, down to the length
of 5 miles and 295 yards or on
the whole 54103 yards for Rs. 3490

and

And that I paid a Deposit of Rs. 349 to Mr. Stephens, the then Officer in Charge of Munitum Sub Division

(2) I finished the work within the stipulated time and on the recommendation of the said Sub Division Officer the Defendant issued Cheques to me to the amount of Rs. 2469.3.7 as detailed in the annexed memo.

(3) The then Overseer Nama Chandra Dey of Munitum Taluk, examined the work and forwarded a Completion Certificate on the 31st March 1876, whereupon the Sub Division Officer inspected the work in June and July 1876, and tho' satisfied with the completed state of the work still reported to the Defendant in his letter No. 165 dated 3rd October 1876, that deducting Rs. 200 for the repair of the Road during the ensuing Monsoon (rainy season) the balance of his Contract with

2388
with his deposit may be paid to me.

(4) I requested the Defendant for the payment of the amount as recommended by the Sub Division Officer both in writing and in person, but I was informed that I shall be paid the whole amount including the Rupees 200 recommended to be stopped by the Sub Division Officer after the work on account of which the amount has been stopped has been completed. I accordingly finished the repairs in August & September, and reported to the Sub Division Officer of the same.

(5) I afterwards requested the Sub Division Officer and Defendant for payment of the sum due to me. Mr. Stephens directed me to go to the Defendant on the 14th March 1877, and I received from the Defendant an order No. 167 dated 12th March directing me

me to present myself at the Judge's Office and to get my accounts finally settled.

(6) Upon this I appeared before the Defendant for payment but he said that he would not pay the amount according to the accounts but would retain a part of the amount which I did not consent. Moreover I informed last October by post both the Defendant and Mr. Stephens, who has been transferred as Supervisor in the Canal works at Ramapatani in the Welles District, that I will be compelled to go to Court for the payment of the amount due to me. In reply the Defendant has informed me that the amount demanded is not due to me.

(7) When the Completion Certificate has been submitted the amount should be disbursed to me in full.

As this amount is due to me from the Defendant who refuses payment, I have

have brought this suit against the Defendant for the due payment of money due to me.

Items of amount due to me.

Rs. a. p.

The Contract Amount	3490.	..	..
Deposit money	349.	..	..
Total	3839.	..	..

Deduct.

Amount as per Cheque in	
July 1875 (do not remember the date)	425. ..
Do Do in September	547. 1. 3
Do Do November	300. 2. 4
Do Do January 1876	900. ..
Do Do April do	300. ..
Do Do April 1877	97. ..
	<u>2569. 3. 7</u>

Balance — 1269. 12. 5

Add Interest at 4. per Cent on the Deposit from 28 April 1875 to 30 October 1876 — 17. 8. ..

Interest on the balance at 12. per Cent from 4 August to the present date — 296. 5. 4

Total — 1583. 9. 9.

239/10

The Plaintiff prays Judgment
for the above amount with interest
thereon till the day of payment by
the Defendant with Costs. I pray
that interest on my deposit amount
be ordered at 4 per Cent to the 3^d
August 1878 the due date, and at
12 per Cent on the aggregate amount
thus calculated till the day of
payment.

13th July 1878.

(True Translation)

Phillips Esq. Captain R.
District Engineer Mysore

3385
14

Enclosure in letter
from the District Engineer
Mangalore to the Chief Engineer
D.W. No. 1854 dated
16 August 28

1547

Translation of plaint

General
From 1:4255-
The District Officer
Sajore

To
The Chief Magistrate
Sajore

No. 1854

Dated 16 August 78
No. 20th August 78

Rec. 2

Suit. Requesting
re-arrest of defendant
as not brought against
Mr. Harman by order
Kunusamy Anna.

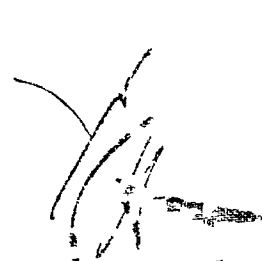
Lo Acty 20-8-78

Cir 23.8.78 Ptd 24.8.78

^{Genl. District}
No 3385w P. B. D.
Proceedings of the Madras Court
Under date the 24 Aug 78
Read the following:-

From, The District Magistrate } (H.E. No. 1854 of 16th Aug 78)
Sajore

Ordered that the
following telegram
be sent:-



Feb. dep 24/8.

"Government authorities defence
Kunusamy Anna's suit."

CAF 23/8

D. C. Sajore
Esq. P. B. District Magistrate
Sajore
Decd 30-8-78
 M. P.

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Colt. of (1878) *Exd.*

PUBLIC WORKS

London

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Not known - annual review

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