

(1) Number of pages 34
 (2) Date of repair Dec 1986
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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Public Works DEPARTMENT

G.O. No.	2724 W	Press.
B.P. No.		Mis.
Dated	24-11-1986	197.

(Signature)

Not to be folded or roughly handled

2764

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

24th November 1880, No. 2,704 W.

General.
Establishment.

Read the following papers:—

No. 105. From Lieutenant-Colonel J. BEATTY, R.E., Superintending Engineer, Third Circle, to the Chief Engineer, Public Works Department, dated Trichinopoly, 24th September 1880, No. 493 S.A.

I HAVE the honor to request your instructions on the points regarding contract forms set forth in the accompanying letter No. 645, dated 17th September 1880, (to be returned.) from the Executive Engineer, South Arcot.

2. He has since been furnished with a supply of the printed forms in Tamil and English.

3. The principal point on which more definite instructions are needed is in regard to the use of stamps to render the agreements binding at law.

No. 2,208.

REFERRED to the Government Solicitor for opinion.

(Signed) J. PENNYCUICK, Major, R.E.,
Under Secy. to Govt., P.W.D.

29th September 1880.

No. 105-A. From W. MORGAN, Esq., Acting Government Solicitor, to the Under Secretary to Government, Public Works Department, dated Madras, 4th October 1880, No. 480.

With reference to your memorandum No. 2,208, dated 29th September 1880, I have the honor to inform you that contracts, such as those referred to in the letter No. 645, dated 17th September 1880, from the Executive Engineer, South Arcot, should be forwarded previous to execution to the Superintendent of Stamps at Madras, and that such officer will affix a stamped label of such value as the circumstances of the case may require.

2. I beg to return the enclosures forwarded in your letter under reference.

2 PUBLIC WORKS DEPARTMENT, 24TH NOVEMBER 1880, No. 2,704 W.

No. 106.

ORDER THEREON, 24th November 1880, No. 2,704 W.

THE Government Solicitor's letter will be communicated for information and guidance to the officers of the Department, who will see that the course therein laid down for stamping the Contract Bonds recently circulated to the Department is adopted.

2. The cost of the stamp is by law payable by the contractor.

(True Extract.)

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

To Superintending Engineers.
" Superintendents of Works.
To the Chief Engineer for Irrigation.
" Consulting Architect.
" General Superintendent, Public Works Stores.
" Superintendent, Madras Harbour Works.
" Examiner of Public Works Accounts.

Exd. S. T. Austin.
Spare Copies



GENERAL
ESTABLISHMENT.

Govt. of (1880) Madras
PUBLIC WORKS.

SUPERINTENDING ENGINEERS.

Dated November, 24th.

Received

By

G. O. No. 105-106, 1880.

NOVEMBER

No. 105-106.

Contract Deeds.—Directing the adoption of the Government Stamp in the letter from the Government Solicitor for the stamping of—

GOVERNMENT OF MADRAS.

JUDICIAL DEPARTMENT.

23rd July 1880, No. 1769.

Contract Deeds.

Read the following paper:—

No. 138. *Proceedings of Government in the Military Department, dated 12th July 1880, No. 4358.*

Read the following *Proceedings of the Government of India, Department of Finance and Commerce, dated Simla, 30th April 1880, No. 280:—*

Separate Revenue—Stamps.

Read—*Proceedings of the Government of Madras in the Military Department, Nos. 350—352, for December 1879.*

RESOLUTION.—By Section 8 of the Indian Stamp Act, 1879, the power of reducing or remitting stamp duties is reserved to the Governor-General in Council only. The Local Governments have no such power.

2. Article 18 of Schedule II of the Act exempts from stamp duty any instrument executed by, or on behalf of, or in favor of Government in cases where, but for this exemption, the Government would be liable to pay the duty chargeable in respect of such instrument. Other instruments to which the Government is a party are not exempted.

3. Upon the representation of the local Inspector-General of Ordnance and Magazines, the Government of Madras has sanctioned a charge for the stamp duty on the Ordnance contract deeds for the first half of 1879-80, and further directed that, in future, all contract deeds for the supply of military stores shall be stamped at the expense of Government. Moreover, it appears to be the intention of the Government of Madras to apply the same rule to the other branches of the public service.

4. This action of the Government of Madras is *ultra vires*. For the State to undertake to pay the stamp duty to which instruments are liable by the law is plainly equivalent to a remission of the duty; and, by the law, the power of deciding whether instruments shall be so exempt is vested in the Governor-General in Council alone.

5. Rather than interfere with the orders issued by the Government of Madras, accepting the charge on account of stamps affixed to the Ordnance contract deeds affecting the first half of 1879-80, the Governor-General in Council has confirmed those orders.

6. But the orders of the Government of Madras in respect to the future should be withdrawn. If that Government desires to raise the general question whether the exemption conferred by Article 18 of Schedule II annexed to the Stamp Act should be extended to all instruments executed by contractors for the supply of Government stores, the Governor-General in Council will take it into consideration. But it is to be presumed that the Legislature must have deliberately limited the exemption as provided in the Article aforesaid.

2

JUDICIAL DEPARTMENT, 23RD JULY 1880, No. 1703.

ORDERED, that the foregoing Resolution be communicated to the Military Department; the Government of Madras; the Accountant-General, Madras.

(Signed) R. B. CHAPMAN,
Secy. to the Govt. of India.

Transferred to the Military Department.

OOTACAMUND,
9th June 1880.

(Signed) C. G. MASTER,
Secretary to Government.

* Procs. of Govt., No. 7202, dated 24th Dec. 1879.
Do. " 896, " 9th Feb. 1880.

Communicated to Departments concerned, in supersession of the orders* marginally noted, which have already been withdrawn† so far as regards the Ordnance Department.

† Procs. of Govt., No. 2749, dated 3rd May 1880.

(True Extract.)

(Signed) G. STOKES,
*for Secretary to Government,
Military Department.*

No. 139.

ORDER THEREON, 23rd July 1880, No. 1703.

Communicated to all District Magistrates, in continuation of G.Os., dated 8th March 1880, No. 537, and 5th June 1880, No. 1346.

(True Extract.)

R. DAVIDSON,
Chief Secretary.

To all District Magistrates.
" the Inspector-General of Police.
" the " of Jails.

Exd. T. O'Connor.

5-104-11

and the Executive Engineer,
of Madras.

Division, on account of the Government

inhabitant of in the Presidency of Madras, do hereby undertake to
execute for the sum of Rupees
all the work in

situated in the Taluk of _____
as set forth in the accompanying Plans, Estimates, and Specification, and subject
to the CONDITIONS printed at back;—also to complete and hand over the same in a
satisfactory and workmanlike manner to the Executive Engineer or his authorized
representative on or before the _____ day of _____ in the year of Christ
one thousand eight hundred and _____
Signed, sealed, and delivered by the said _____
_____ this day of _____ in the year of Christ
one thousand eight hundred and _____ in the presence of _____

Q-101-11801-92

JUDICIAL.

10

RECEIVED FOR THE DIRECTOR

5

5

20

2007-05-23

23

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22

SECRET

JULY.

705. 100-104

[illegible]

CONDITIONS OF A LUMP-SUM CONTRACT

for

A bill will be submitted by the Contractor each month for all work executed in the previous month in accordance with the terms of the Specification, and the Executive Engineer will take the requisite measures for having the same tested, and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. Should the Contractor be unable to prepare the bill himself, the Executive Engineer will depute a subordinate to measure up the work performed in presence of the Contractor, whose countersignature to the measurement list will be a sufficient warrant to the Executive Engineer to prepare the bill for him from that list.

2. No work will be paid for unless thoroughly good, and fully in accordance with the Specification, and should, through inadvertence, bad work be passed and paid for, it will nevertheless be perfectly competent for the Executive Engineer to strike the same out of the account at any future time, and recover the value at any date previous to, or at the time of, granting the final certificate.

3. The bill above alluded to will be submitted in exact accordance with the form supplied by the Executive Engineer, and the rates at which the value of the work is calculated will be those entered in the attached schedule of rates. To allow of a guarantee fund being formed on the part of Government, a deduction of 10 per cent. from all payments to the Contractor is to be made by the Executive Engineer at the time of payment.

4. The Executive Engineer is fully empowered to devote all, or such portion as may be requisite, of this guarantee or reserve fund to making good, bad, or indifferent work, on the part of the Contractor, in such manner as he may think desirable.

5. Similarly, should over-payments have been inadvertently made on the faith of the Contractor's bill, although checked by the Executive Engineer or his authorized representative, it will be competent for the Executive Engineer to recover the same from the Contractor, either by deducting the amount from any account subsequently rendered or from the guarantee fund.

6. The Contractor is bound to adopt any alteration or addition to the original design which the Executive Engineer may direct in writing, and execute the same at the same rates as the other portions of the work. He must also at once undo and make good any work which may be pronounced bad, or not in accordance with the Specification.

7. Failing within ten days to conform to the instructions of the Executive Engineer in either of the above cases, that officer has power to execute the work by any agency he may consider desirable at the risk and cost of the Contractor, using, if necessary, any plant or materials which may be collected at site, and paying for the same at his own valuation.

8. Should the Executive Engineer consider that work, although not executed in strict accordance with the Specification, may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix; but this proceeding is quite optional on his part.

9. The Contractor is bound to provide all requisite plant and thoroughly intelligent agency for the execution of the work, failing in which the Executive Engineer is empowered to supply such machinery or agency (either superintendence, skilled or unskilled labor) as he may consider desirable at the cost of the Contractor, removing such as he may object to.

10. Advances may be made to the Contractor to the extent of 80 per cent. of the value of all materials (as assessed by the Executive Engineer) deposited at site and mortgaged to Government, the amount of all such advances being recovered as the materials are utilized, or from the bill for completed work subsequently submitted.

11. All rejected materials will at once be removed from site by the Contractor to such distance as may be desired, failing in which the Executive Engineer is empowered, after giving ten days' notice in writing, to do so himself, recovering the cost of the same from the Contractor.

12. No unsightly pits, refuse stores, or other disfigurements will be allowed to remain in the neighbourhood of any completed work, and should the Contractor not comply with the instructions of the Executive Engineer to rectify such defects, that Officer may, after ten days' notice in writing, take such measures for their remedy as he may consider desirable, charging the cost of the same to the Contractor.

13. The Contractor is obliged to conform to all the legitimate instructions of the Executive Engineer in respect to the above conditions, or such other matters as may affect the safety of the work; failing in which that Officer is empowered, after giving ten days' notice in writing, to take the work entirely into his own hands, declaring the contract cancelled, and employing, if necessary, any materials or plant belonging to the Contractor which he may consider requisite, paying for the same at his own valuation.

14. The Executive Engineer is similarly empowered to annul the contract should he consider that there has been unnecessary delay on the part of the Contractor attending to or carrying out the instructions relative to the prosecution of the work. In the event of the contract having to be cancelled through non-fulfilment of any of the conditions on the part of the Contractor, the Executive Engineer is empowered to enforce as a penalty the forfeiture of the guarantee fund or other security deposited by the Contractor.

15. No portion of the reserve or guarantee fund can be demanded by the Contractor till such time as the Executive Engineer grants a certificate of completion; but in cases of contracts extending over 12 and not less than 18 months, the reserve may be paid to the Contractor in the last month of the official year (provided the contract has been in force not less than 6 months) under the following conditions—1st, that the Contractor has fulfilled the terms of his contract both as regards quantity and quality of work; and, 2nd, that such payment is not to be considered as a final adjustment of the accounts to date, or to invalidate any of the terms or conditions of the contract.

16. When two or more persons combine to take up a contract, it will be absolutely necessary for them to appoint some one person (either partner or otherwise) to be their accredited agent, and to give him powers of attorney to receive payments on account of the work contracted for and to grant receipts; this power of attorney to be lodged in the hands of the Executive Engineer. In the event of one or more of the partners in the contract wishing to withdraw this power of attorney and to transfer it to some other person, he or they must give one month's warning of this in writing to the Executive Engineer, who may, on the receipt of such warning, consider himself at liberty at any time within the month to declare the original contract null and void, precisely under the same conditions as for non-fulfilment of work, &c.; and thereon, after giving ten days' notice in writing, take over the work and materials on the part of Government, making such arrangement for its progress as above provided in paragraph 7 of these Conditions.

17. The final adjustment must invariably be preceded by a thorough re-measurement of the whole of the work performed, which will be made by the Executive Engineer or his authorized representative, and at which the Contractor or his accredited agent must be present. For this purpose a written notice will be sent to him, at least ten days before the date fixed for the measurement, appointing the day, hour, and place of meeting:—should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest.

18. The Contractor will furnish, free of charge, all labor and tools required for such examination of the work as the Executive Engineer, at any time, considers desirable, failing which he may have this done at the Contractor's cost, deducting the charges incurred from his bill.

19. When a dispute arises between the Executive Engineer and Contractor as to either quantity or quality of any work performed, the matter will, at the requisition of the latter, be referred to the Chief Engineer, who shall be empowered to appoint an Officer or Upper Subordinate to measure and examine the work in the presence of the Contractor. Due notice, as in paragraph 17, will be given to the Contractor regarding the time and place of making these measurements, &c.; and should he not be present or be represented by a duly accredited agent, the Chief Engineer may decide the case finally on the report furnished to him by the Departmental Officer deputed as above; any objections to the measurements taken, &c., must, moreover, be stated to the deputed officer at the time, and a copy of the same in writing forwarded to him for submission with his report to the Chief Engineer at latest within 24 hours.

20. The Contractor shall abide by the decision of the Executive Engineer in case of the occurrence of any dispute or difference (other than that provided for by paragraph 19) arising between him and the Executive Engineer or any Officer subordinate to him in regard to the construction of any of the above conditions or to any other question proceeding therefrom, and any and every such decision shall be final and conclusively binding on the Contractor, and shall not be subject to question or review upon any ground whatsoever.

SCHEDULE CONTRACT

entered into between

and the Executive Engineer, _____ Division, on
account of the Government of Madras.

inhabitant of _____ in the Presidency of Madras, do hereby
undertake to execute and supply such works and stores as are enumerated and
described in the attached Specification at the rates for each item entered in the
Schedule thereto appended, such works and stores being on account of the

situated in the _____ Taluk of _____
and subject to the Conditions printed at back;—also to complete and hand over
the same in a satisfactory and workmanlike manner to the Executive Engineer
or his authorized representative on or before the _____ day
of _____ in the year of Christ, one thousand eight hundred
and _____

Signed, sealed, and delivered by the said

this _____
day of _____ in the year of Christ, one
thousand eight hundred and _____
in the presence of _____

CONDITIONS OF A SCHEDULE CONTRACT

for

1. A bill will be submitted by the Contractor each month for all work executed or stores supplied in the previous month in accordance with the terms of the Specification, and the Executive Engineer will take the requisite measures for having the same tested, and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill.

2. No work or stores will be paid for unless thoroughly good and fully in accordance with the Specification, and should, through inadvertence, bad work, or stores be passed and paid for, it will nevertheless be perfectly competent for the Executive Engineer to strike the same out of the account at any future time, and recover the value at any date previous to, or at the time of, granting the final certificate.

3. The bill above alluded to will be submitted in exact accordance with the form supplied by the Executive Engineer, and the rates at which the value of the work or stores is calculated will be those tendered for and accepted and entered in the attached schedule. To allow of a guarantee fund being formed on the part of Government, a deduction of 5 per cent. from all payments to the Contractor is to be made by the Executive Engineer at the time of payment.

4. The Executive Engineer is fully empowered to devote all, or such portion as may be requisite, of this guarantee or reserve fund to making good, bad, or indifferent work on the part of the Contractor in such manner as he may think desirable.

5. Similarly, should over-payments have been inadvertently made on the faith of the Contractor's bill, although checked by the Executive Engineer or his authorised representative, it will be competent for the Executive Engineer to recover the same from the Contractor either by deducting the amount from any account subsequently rendered, or from the guarantee fund.

6. The Contractor is bound to adopt any alteration or addition to the original design, which the Executive Engineer may direct in writing, and execute the same at the same rates as the other portions of the work. He must also at once undo and make good any work which may be pronounced bad, or not in accordance with the Specification.

7. Failing within ten days to conform to the instructions of the Executive Engineer in either of the above cases, that officer has power to execute the work by any agency he may consider desirable at the risk and cost of the Contractor, using, if necessary, any plant or materials which may be collected at site, and paying for the same at his own valuation.

8. Should the Executive Engineer consider that work, although not executed in strict accordance with the Specification, may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix, and similarly, in the case of inferior stores supplied, which though not of the quality required by the Specification may yet be passed, he is also empowered to pay for the same at such reduced rates as he may consider equitable. This proceeding is, however, quite optional on the part of the Executive Engineer.

9. The Contractor is bound to provide all requisite plant and thoroughly intelligent agency for the execution of the work, failing in which the Executive Engineer is empowered to supply such machinery or agency (either superintendence, skilled or unskilled labor) as he may consider desirable at the cost of the Contractor, removing such as he may object to.

10. Advances may be made to the Contractor, to the extent of 80 per cent. of the value of all materials (as assessed by the Executive Engineer) deposited at site and mortgaged to Government, the amount of all such advances being recovered as the materials are utilised, or from the bill for completed work, subsequently submitted.

11. All rejected materials will at once be removed from site by the Contractor to such distance as may be desired, failing in which the Executive Engineer is empowered, after giving ten days' notice in writing, to do so himself, recovering the cost of the same from the Contractor.

12. No unsightly pits, refuse stores, or other disfigurements will be allowed to remain in the neighbourhood of any completed work, and, should the Contractor not comply with the instructions of the Executive Engineer to rectify such defects, that Officer may, after ten days' notice in writing, take such measures for their remedy as he may consider desirable, charging the cost of the same to the Contractor.

13. The Contractor is obliged to conform to all the legitimate instructions of the Executive Engineer in respect to the above conditions or such other matters as may affect the safety of the work, failing in which that Officer is empowered, after giving ten days' notice in writing, to take the work entirely into his own hands, declaring the contract cancelled, and employing, if necessary, any materials or plant belonging to the Contractor, which he may consider requisite, paying for the same at his own valuation.

14. The Executive Engineer is similarly empowered to annul the contract, should he consider that there has been unnecessary delay on the part of the Contractor in attending to or carrying out the instructions relative to the prosecution of the work or in the supply of stores. In the event of the contract having to be cancelled through non-fulfilment of any of the conditions on the part of the Contractor, the Executive Engineer is empowered to enforce as a penalty the forfeiture of the guarantee fund or other security deposited by the Contractor.

15. No portion of the reserve or guarantee fund can be demanded by the Contractor till such time as the Executive Engineer grants a certificate of completion of the terms of his contract; but in cases of contracts extending over 12 but not less than 18 months the reserve may be paid to the Contractor in the last month of the official year (provided the contract has been in force not less than six months) under the following conditions—1st, that the Contractor has completed the terms of his contract both as regards quantity and quality of work performed or stores supplied; and, 2nd, that such payment is not to be considered as a final adjustment of the accounts to date, or to invalidate any of the terms or conditions of the contract.

16. When two or more persons combine to take up a contract, it will be absolutely necessary for them to appoint some one person (either partner or otherwise) to be their accredited agent, and to give him powers of attorney to receive payments on account of the work contracted for and to grant receipts; this power of attorney to be lodged in the hands of the Executive Engineer. In the event of one or more of the partners in the contract wishing to withdraw this power of attorney and to transfer it to some other person, he or they must give one month's warning of this in writing to the Executive Engineer, who may on the receipt of such warning consider himself at liberty at any time within the month to declare the original contract null and void, precisely under the same conditions as for non-fulfilment of work, &c., and thereon, i.e., after giving ten days' notice in writing, take over the work and materials on the part of Government, making such arrangements for its progress as above provided in paragraph 7 of these conditions.

17. The final adjustment must invariably be preceded by a thorough re-measurement of the whole of the work performed, which will be made by the Executive Engineer or his authorized representative, and at which the Contractor or his accredited agent must be present. For this purpose a written notice will be sent to him at least ten days before the date fixed for the measurement, appointing the day, hour, and place of meeting. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest.

18. The Contractor will furnish, free of charge, all labor and tools required for such examination of the work as the Executive Engineer at any time considers desirable; failing which he may have this done at the Contractor's cost, deducting the charges incurred from his bill.

19. When a dispute arises between the Executive Engineer and Contractor as to either quantity or quality of any work performed, the matter will, at the requisition of the latter, be referred to the Chief Engineer, who shall be empowered to appoint an Officer or Upper Subordinate to measure and examine the work in the presence of the Contractor. Due notice, as in paragraph 17, will be given to the Contractor regarding the time and place of making these measurements, &c., and should he not be present or be represented by a duly accredited agent, the Chief Engineer may decide the case finally on the report furnished to him by the Departmental Officer deputed as above; any objections to the measurements taken, &c., must, moreover, be stated to the deputed Officer at the time, and a copy of the same in writing forwarded to him for submission with his report to the Chief Engineer at latest within 24 hours.

20. The Contractor shall abide by the decision of the Executive Engineer in case of the occurrence of any dispute or difference (other than that provided for by paragraph 19) arising between him and the Executive Engineer or any officer subordinate to him in regard to the construction of any of the above conditions or to any other question proceeding therefrom and any and every such decision shall be final and conclusively binding on the Contractor and shall not be subject to question or review upon any ground whatsoever.

21. Paragraphs 4, 6, 7, 9, 10, and 12 are not to be considered as applicable in a contract for the supply of stores.

Not to be applicable in supply of stores.

N^o: 645

South Arcot Office
Camp. Cuddalore 17th September 1880
9/9/80

From

The Executive Engineer

South Arcot Division

To

The Superintending Engineer

3rd Circle.

Sir

In my letters N^o: 647 of 18th December 1879 and 6th of 29th January 1880 to the Superintending Engineer late 3rd Circle, instructions were applied for on the following points in connection with the subjects of the new forms of contract bonds but no reply has been received. I have the honor to request early orders on the same.

2 It would appear that the printed forms supplied are intended to be used in each case, using, at the same time, adequate stamps. The Government Solicitor in his letter N^o: 88 of the 28th February

February/80 to the Superintending Engineer states that the value of the stamp should be 8 annas, if no money is deposited as security by Contractor, and that when security is deposited an adhesive stamp calculated on the amount of such security should be used but my question whether adhesive stamps can be used to the forms and, if not, how these forms are intended to be used, still remains unanswered.

If stamped paper is to be used, the printed forms will, as already stated by me, prove of no use, while the copying out of each agreement and conditions is likely to entail much labor and waste of time.

3. I take also the opportunity of pointing out ^{that} the new forms make no provision for deposit of security in cash or in Govt. Promissory note, or for any other security, except the deduction of 5 or 10 per cent for a guarantee fund, while para 1117 of the Code requires that in all cases security should

should be taken for the ^{fulfillment} ^{of} ^{the} ^{contract}. The forms ~~do~~ not moreover appear to be intended for contracts for supply of materials. Also it is not known whether the bond alone is to be a stamp, or both this and conditions, if they are to be in manuscript.

4. It is not known whether my suggestion for a supply of the forms to ^{each} Division in the vernacular ~~or~~ English on one side and vernacular on the other, has met with approval. The adoption of this course appears necessary, as almost all contractors are ignorant of English and much time & labor is to be wasted in furnishing them with translations of agreement &c.

5. Again no reply has been received to my query whether Examiner Works Form No. 599, which is an agreement for piece work, is also superseded by the new forms in question.

6. I shall feel much obliged by your favoring

favoring me with an early reply, as I cannot dispose of some applications for contracts until I receive the same.

I have the honor to be
Sir,
Yours most obdt. Servt.
Ed Smith Captain M.E.
Executive Engineer.

P.W.D.

675380

No.

Contract form
Regarding reply to
certain points in
No. 647 of 18th Decr 1890
& 62 of 29 Jan 1891
in connection with
the issue of new forms
to—

2 Dec 1891 }
29 Jan 1891 }
29 Jan 1891 }

No 645.

The Executive Engineer
to the M. Govt. Secy.

From

General

Encl. No. 1,
Letter No.
645 (to
17.9.80.
be returned)

From,

South Col. J. Beatty R.E.
Supp Engineer 3rd Grade

To,
Col. J. H. Lankey C.B. & C.
Chief Engineer P.W.D.
Madras.

Sir,
I have the honor to request
your instructions on the points
regarding Contract forms set forth
in the accompanying letter from
the Executive Engineer South
Arcot.

2- He has since been furnish-
ed with a supply of the printed
forms in Tamil and English.

3- The principal point on
which more definite instructions
are needed is in regard to the
use of stamps to render the

Supp Engrs Office 3rd Grade
No 1493 S.A. Instructions 24th Sept 1890
Dated: 25th.

February 1880 to the Superintending Engineer states that the value of the stamp should be 8 annas, if no money is deposited as security by Contractor, and that when security is deposited an adhesive stamp calculated on the amount of such security should be used but my question whether adhesive stamps can be used to the forms and, if not, how these forms are intended to be used, still remains unanswered.

If stamped paper is to be used, the printed forms will, as already stated by me, prove of no use, while the copying out of each agreement and conditions is likely to entail much labor and waste of time.

3. I take also the opportunity of pointing out that the new forms make no provision for deposit of security in cash or in Govt. Promissory Note, or for any other security, except the deduction of 5 or 10 per cent for a guarantee fund, while para 1117 of the Code requires that in all cases security should

should be taken for the ^{fulfillment} of contract. The forms do not moreover appear to be intended for contracts for supply of materials. Also it is not known whether the bond alone is to be on stamp, or both this and conditions, if they are to be in manuscript.

4. It is not known whether my suggestion for a supply of the forms to ^{each} Division in the vernacular or ~~in~~ English on one side and vernacular on the other, has met with approval. The adoption of this course appears necessary, as almost all contractors are ignorant of English and much time & labor is to be wasted in furnishing them with translations of agreement &c.

5. Again no reply has been received to my query whether Examiner's Book Form No. 599, which is an agreement for piece work, is also superseded by the new forms in question.

6. I shall feel much obliged by your favoring.

February/80 to the Superintending Engineer states that the value of the stamp should be 8 annas, if no money is deposited as security by Contractor, and that when security is deposited an adhesive stamp calculated on the amount of such security should be used but my question whether adhesive stamps can be used to the forms and, if not, how these forms are intended to be used, still remains unanswered. If stamped paper is to be used, the printed forms will, as already stated by me, prove of no use, while the copying out of each agreement and conditions is likely to entail much labor and waste of time.

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should be taken for the ^{fulfillment} of contract. The forms do not moreover appear to be intended for contracts for supply of materials. Also it is not known whether the bond alone is to be on stamp, or both this and conditions, if they are to be in manuscript.

4 It is not known whether my suggestion for a supply of the forms to ^{each} Division in the vernacular or English on one side and vernacular on the other, has met with approval. The adoption of this course appears necessary, as almost all contractors are ignorant of English and much time & labor is to be wasted in furnishing them with translations of agreement &c.

5 Again no reply has been received to my query whether Examiner Works Form No: 599, which is an agreement for piece work, is also superseded by the new forms in question.

6 I shall feel much obliged by your favoring

Agreement binding at law.

I have the honor to be
Sir

Yours Most Obedt. Servt.

J. Beatty. Lt. Col. R.

Sup. Engineer 3rd Mil.

2700

P.W.D.

27 SEPT 80

+

No 2250

Referred to the
Government Solicitor
for opinion.

Am. B. C.

Under Secy to Govt
P. W. Dept

29th Sept 80

To Mr.

The Sup^r Engineer
3rd Circle

To.

The Chief Supt
P. W. D.

No 493 S. A.

Dated 24th Sept 80.

Encl: 1.

Contract forms

Requesting instructions
in regard to the
use of stamps & —

Referred

19.8.77 to 2782 C. A.
20.1.80 - 157 W.
24.7.77 - 3027 C. S.
7-11-80 - 3386 —

No. 4280

12/10/80

Madras 4th October 1880

From

William Morgan

Ag. Government Solicitor

Madras

To

The Under Secretary to Government
P. W. Department

Madras

Sir,

With reference to your Memo No 2208 dated
29th September 1880 I have the honor to inform you
that contracts such as those referred to in the letter
No 645 dated 17th September 1880 from the Executive
Engineer South Arcot should be forwarded previous
to execution to the Superintendent of Stamps at
Madras and that such officer will affix a stamped
label of such value as the circumstances of the case
may require.

I beg to return the enclosures forwarded
in your letter under reference.

I have the honor to be

Sir

Your most obedient servant

William Morgan

Ag. Government Solicitor

P.W.D.
800186

No. _____

Chk. that the contracts
shall be forwarded
to the proper authorities
for their consideration
may require more officers.

Chk. 1880

Chk. & 1880

From William Morrison
By: [Signature]
The [Signature]
[Signature]
[Signature]

Printed 1594. d/20-1-80
CR - 3027 - 24-9-79
Cir 122782 d/19-3-79
Mems 203366 d/7-11-79

80. 1769. 23.7.80 paid

Recd 22.11.80. Rlt 24.11.80.
Cir 29.10.80. Rlt 15.11.80.
6-10-80. Rlt 12.11.80. again 27.10.80

R-17-6567.50.81

No. 470 d/13 Oct 1880

The [Signature] have
raised a [Signature]
Contract [Signature]
Stamp [Signature]
of Govt. - This [Signature]
new code is [Signature]
the [Signature] the old
are [Signature] a [Signature]
intimating [Signature]
[Signature] [Signature]
of course [Signature]
on the part of the [Signature]

We had also a [Signature]
[Signature] [Signature]
[Signature] to [Signature]
if [Signature]

Perhaps you [Signature]
in a [Signature]
[Signature]
[Signature]

10/10/80
14/10

No. 535

GOVT.
OF MADRAS.

1880.

P. W.
DEPT.

SECRETARY.

Chepauk,

16th Nov. 1880

OFFICE NOTE.

To The Under Secretary
to the Judicial Dept.

Please furnish for
reference a copy of the
latest orders of the
Government of India
on the subject of
affixing stamps to
Contract Bonds executed
on behalf of Govt.

[Signature]

Major R.B.
Under Secy. to Govt.
P.W. Dept.

The fact the Contract
 should be forwarded
 to mention when the stamp of
 the value as the amount of
 may require will appear.

P. W. Dept.

No 2175

I cannot just Chapter
 since but I believe under
 the stamp act Bonds need
 not be stamped on behalf of
 Govt. There are two parties to
 such, & consequently the
 Contract bond will be
 stamped with an & some
 stamp when security is
 not lodged & an additional
 stamp when it is given.
 The only two stamps that
 be done by the Contract
 under the Cir 18.7.78
 the cost bearing account
 being be debited to the
 advances -
 I should please that with
 the same in terms of the old
 Code para 8 page 268.
 If you agree please return
 the file.

Dec
 26/10

Histo 159 W. d/20-1-80
 CR - 3027 - 24.9.79
 Cir 12782 d/19-8-79
 Memo 203366 d/7-11-79

S.O. 1769. 23.7.80

Recd 22.10.80. Pld 24.11.80.
 Cir 29.10.80. Pld 15.11.80.
 6-10-80. Recd 11.11.80. again 27.10.80

No. 535

GOVT.
 OF MADRAS.

1880.

P. W.
 DEPT.

SECRETARY.

Chepauk,

16th Nov. 1880

OFFICE NOTE.

To The Under Secretary
 to Govt. P. W. Dept.
 Please furnish for
 reference a copy of the
 latest orders of the
 Government of India
 on the subject of
 affixing stamps to
 Contract Bonds executed
 on behalf of Govt.

No 2175

Copy of G.O. 23.7.1880.
 No 1769, Conty. Recd. of
 the Govt. of India dated
 30th April 1880, No. 280, 4
 furnished.

For M. J. J. 2. 2. 2. 2. 2.
 1900/80. 7. 1. 1. 1. 1. 1.
 for Chief Secy.

Major R. B.
 Under Secy. to Govt.
 P. W. Dept.

from the Govt. Solicitor, N^o 480, of 4th Octr/80.

Office notes from the Ex. & W. Accounts Nos 101 & 102 of 19th & 27th Octr 1880.

W. H. Lankey. Col. 86.

Leaf to Gate P.W.D.

29-10-80

Thank You Sir

Only 1 letter sent

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was plotted against the number of trials for each condition. The number of correct responses increased with the number of trials for all conditions. The number of correct responses was highest for the condition with the highest number of trials (10 trials) and lowest for the condition with the lowest number of trials (2 trials).

[illegible]

Journal of Management Education 30(6)

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8-10-68

100-443886-100

XXXXXXXXXXXX

FOR ORDERS.

2704W

is 29-10-80. P.L. 15-11-80.
6-10-80

N^o 2704 W 3

PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Under date the 24th Nov/80
Read the following:—

From the Supg Engrs } H.E. No 493 S.A. d/24th Sept/80
3 Circle }

Ag. Government } 480 d/4th Oct/80
Solicitor }

The Government
Solicitor's letter will be
communicated for
information and
guidance to the officers
of the Department, who
will see that the course
therein laid down for
stamping the Contract
bonds recently circulated
to the Department is
adopted.

2. The cost of the Stamp
is by law payable by the
Contractor.

Supg Engrs N-21-16
Supts of Works V-16
Ch. Engrs for Ag
Eng. Architect 3
H. Engrs: Supt. P.W. Stores 3
Supt. M. H. Works 3
Exp. P.W. Accounts 7
Extas 2

N.S.

22/11/80

7677 ~~8383~~ X

Govt. of Madras

PUBLIC WORKS.

To

Dated

Issued

Recd.

Encl.

G. O. 24th Nov 1880 No. 27040.

Nos. 1056

Contract Decd.

Directing the adoption
of the concrete rails
down in the letter
from the Govt. for the
for the stamping.

140/12