(1) பக்கங்களின் எண்ணிக்கை 22

(2) புதுக்கித் திருப்பிய நாள் 11/88

(3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பொதுப்பணி துறை

அரசாணை எண்.
மு. கோப்புத் தாள் எண். 2168

அச்சகம்
பலவகை

நாள் : 10-8-1889 198

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

வள. 27-1—15,000—15-6-[illegible]7.

A. Mu

2/168
1

Through
J. W. Brassington Esqre
Consulting Architect to Govt

No. 128

Students Home
Triplicane, Madras
18th July 1889.

To
Colonel R. R. E. Drake-Brockman R.E.
Chief Engineer
Chepauk

Sir

I most respectfully beg to inform you that I was a contractor for the supply of the undermentioned materials for the New High Court work; for which I have lodged a Deposit of Rs 2000/-

I.	Palavaram broken Stones	1,00,000 cub ft.
II.	Cuddapah Slabs	30,000. sft. ~~cub ft~~
III	Stock & Clayton Press Bricks	27 Lakhs×

× 40 lakhs not 27

07

2. Of the above materials, I have supplied the jelly and slabs to the satisfaction of the Officer in charge of the works and I cannot but express my serious regret and disappointment in the supply of the only remaining material vizt. Bricks

3. After laying out a large sum of money on my Brick Field work, I discovered that the heavy undertaking of manufacturing bricks would only result in a serious loss, owing to the following chief causes.

I. The very low rate at which I agreed to supply Bricks
vizt. Rs. 10-13- per 1000 (Slab Bricks)
& Rs. 12-8- do (Press Bricks)

II The serious damages done by the late cyclone to a very large number of mould bricks and the sheds of enormous size, in my Brick Field. Damages being to the extent of Rs. 1800 as per my letter No. 175 d/17th Decr/88 to the Consulting Architect to Government.

III The very poor out turn of 1st and 2nd sort Bricks when the kilns were opened after being burnt.

4. Grieved at this disheartening result of my heavy undertaking, I requested the Consulting Architect to Govt. to lay my case before you, fully trusting that I might be released of the obligation to supply Bricks.

5. In reply, I was furnished with a copy of your Memorandum No. 5244 C dated 22nd December 1888 stating that the penalties attached to the contract would be enforced, if my supply of Bricks were to cease.

6. Actuated by a desire that I should not incur your displeasure in this supply and thus forfeit my deposit on this account, I prevailed upon myself to supervise personally the Brick work which was started

with a new spirit, and thereby economise as far as practicable, the expenditure in manufacturing and burning &c of Bricks.

7. Then another difficulty presented itself. I fixed Rs 1-8-0 as shewn in the margin for carting every 1000 bricks to the Light House Esplanade, under an impression that I could open my Brick Field at Egmore, being at the time of my tender i.e. April 1888, a new comer in Madras.

	Cost of manufacturing burning &c			Cartage			Total		
Stock Bricks	9	5	-	*1	8	-	10	13	-
Press Bricks	11	-	-	*1	8	-	12	8	-

* vide my letter No. 47 of 21st April/88 to the Consulting Architect to Govt.

8. When my tender was accepted, an application was made to the Municipal authorities for permission to open my Brick Field at Egmore. An objection was raised to my doing so. I had no other course left but

but to open the Field in a locality far off at Kodumbakum, where a land for the purpose was purchased at an enormous price.

9. I beg to point out that the distance from Kodumbakum to the Light House Esplanade, is much longer than that from Egmore to the esplanade.

10. When my Bricks were ready for carting, I could not get any one to undertake the job for less than Rs 3-1-0 per 1000 bricks, which is the reasonable rate generally paid for cart hire from Kodumbakum to the Light House esplanade. It is at this rate, sir, that I paid the Cartage of bricks, supplied by me to Government, although the rate, fixed by me under an erroneous impression, is only Rs 1-8-0 (vide para 7 of this letter)

11. As I would undoubtedly incur a loss of Rs 6250 for 40 lakhs of bricks

paying cartage at Rs 3-1- instead of Rs 1-8- per 1000. I represented the matter to the Consulting Architect to Government, requesting him to allow me the difference of Rs (Rs 3-1- — Rs 1-8-) Rs 1-9-, in addition to the rates for the supply of Bricks.

12. Having been informed, in reply, to my great disappointment that the additional rate of Rs 1-9- would not be allowed, I had no other alternative but to close the Brick work notwithstanding the arrangements, made at an outlay of a large sum of money for the manufacture, drying and burning of bricks. These arrangements, I beg to state, were inspected from time to time by the Consulting Architect to Govt. who I trust, felt satisfied.

13. The Brick Field, kilns, the sheds of enormous size and other materials lying thereon and the Claytons Machines &c cannot find a sale now, although I am inclined to reduce a large percentage in the price.

14. I feel confident, Sir, that you will see the justice and fairness of the circumstances which urged me to close the Brick work.

15. — Now, I beg to state, that by closing the Brick work, I have sustained a loss of Rupees 40257.

16. Under these circumstances I humbly beg that in consideration of the serious loss in my Brick work, you will be pleased to remit the penalty incurred by me on account of Brick supply and return my Deposit money of Rs 2000

17. Should it be considered, Sir, that under the terms of my Contract Deed the penalty cannot be remitted, I humbly beg that you will be pleased to cause my case to be put before Government with your favorable recommendation

for the remission of penalty.

18. In conclusion I beg to state that, after entering into a contract for supplying materials to the New High Court works, I undertook the undermentioned works and executed them to the great satisfaction of the Officer in Charge.

I. The Madras Medical College extension of building.
II ——— do ——— Book shelves.
III The New High Court foundation (excavation and earth work)
IV ——— do ——— Concrete works.
V ——— do ——— a portion of basement work.
VI The Medical College, covering work of Verandah, which is now progressing.

I beg to remain
Sir
Your most obedient Servant

A Mootoosawmy
Moodeliar

Memorandum

Tenders were invited for the supply of certain building materials for the new High Court buildings, to be delivered at the Light-house Esplanade Black Town vide Fort St. George Gazette dated April 10, 1888 page 591.

2. Ten parties tendered, vide list attached.

3. A day after the tenders were received and before they were sent to the Chief Engineer for acceptance Contractor Mootoosawmy Moodeliar wrote to Consulting Architect (see copy of letter No 47 of 21.4.88 attached), that he omitted to add cartage to site in his rates and desired me to alter his rates which was accordingly done.

4. The tender of A. Mootoosawmy Moodeliar was accepted vide Chief Engineer's Memo No 1797 C dated 5.5.88.

5. The Contractor subsequently stated his inability to supply the broken Pallaveram Stone at the rate tendered by him viz Rs 5.6.- per 100 Cubic feet. The rate was raised from Rs 5.6.- to Rs 7.8.- vide Chief Engineer's

Memo No 2105 C dy 4. 6. 88.

6. On the 17th December 1888 the contractor desired to be relieved of the Contract to supply bricks.

7. It will be seen from Chief Engineer's Memo No 5266 C dy 22. 12. 88 that the Contractor had already failed with regard to time and further time was allowed him.

8 On the 12th February 1889 the Contractor desired Consulting Architect to allow him Rs 1. 9. – in addition to his tendered rates of Rs 10. 13. – for Stock and Rs 12. 8. 6 for pressed bricks which the undersigned was not willing to recommend.

9. On the 26th February 1889 letter No 1737 Consulting Architect reported to the Chief Engineer the failure of Mootoosawmy Moodr to fulfil his contract see Chief Engineer's Memo No 1014 C dated 1st March 1889.

J. W. Brassington

Consulting Architect to Govt

E.3

216 / 8

List of tenders received for the supply of materials for the new High Court, Madras

~~**ESTIMATE FORM.**—ABSTRACT—GENERAL (FOR MANY PARTS OF A WORK).~~

Description of Work.	~~Rates.~~ Estimated				Messrs Arbuthnot & Co 1		Mr G. S. Roze 2		Mr Rama Kistiah 3		A. Mootoosawmy Moodr 4		M. Sabapatty Chetty & Co 5		R. Veerasawmy Aiyangar 6		V. Moorooganda Moodr 7		N. V. ~~Total.~~ Kristnamachary 8		V. Candasawmy Moodr 9		Peramanaya Pillay 10		TOTAL.	
	Unit.	~~Amount~~ Rate	Quantity.	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost	~~Quantity.~~ Rate	Cost.	~~Quantity.~~ Rate	Cost.
Palaveram stone broken into pieces about 2 inches	100 cft	6---	100,000	6,000	7-13-	7813	----	"	7-2-	7125	7-8-	7500	7-8-	7500	8-14-	8875	"	"	"	"	"	"	8-8-	8500	"	
Stock brick Govt size	1000	× 10---	20,00,000	20,000	"	"	15-8-	31,000	15---	30,000	10-13-	21,625	"	"	"	"	"	"	"	"	"	"	"	"		
Claytons press bricks Govt size	1000	× 12-8-	20,00,000	25,000	"	"	18-8-	37,000	17-8-	35,000	12-8-6	25,063	"	"	"	"	"	"	"	"	"	"	"	"	"	
Cuddapah slabs 2 inches thick measuring 2'×4	Sqre	12---	300	3,600	15-10-	4,688	"	"	13-4-	3975	9-6-	2813	10-15-	3281	16---	4,800	11-8-	3450	20-5-	6094	14---	4,200	14---	4,200		
										76,100		57,001														

The rates tendered by contractors include carriage to Lighthouse Esplanade

× × The rates in estimate do not include carriage to site; including carriage they will amount to Rs 12--- & 14-8- per 1000.

(Sd) J. W. Brassington
Consulting Architect to Govt

(True copy)

J W Brassington
Consulting Architect to Govt

STATION
Dated 188

NOTE.—(1.) All rates are to be given in Rupees, Annas and Pies.
(2.) Quantities are to be entered as so many units; thus the unit for Brick-work being 100 cubic feet, 9,250 cubic feet of Brick-work would be entered as 92·5 units.

Executive Engineer.

Executive Engineer.

10,000—18-4-87

2168/8

Triplicane

No. 47 of 1888   21st April 1888

To

J. W. Brassington Esquire
Consulting Architect to Govt.
Chepauk

Honored Sir,

In continuation of my tender of the 20th Instant for the supply of building materials I most respectfully beg to state that cartage was inadvertently omitted to be included in the rates therein given. I therefore beg you will have the goodness to allow me to add the following cartage to the rates given in my tender.

I	Concrete	Rs 0—6—0 per % cft
II	Stock bricks	" 1. 8—0 per — bricks
III	Claytons Press bricks	" 1. 8—0 do
IV	Cuddapah Slabs	" 0—0—2 per sq ft

I discovered the omission last evening when I was entering the transaction of the day into my diary.

Fully trusting that this addition

will not invalidate my tender

I beg to remain &c

(Sd) A. Moothoosawmy Moodr

Contractor B.L.S. Ry.

(True copy)

J W Brassington

Consulting Architect to Govt

~~Agl. + 1/8~~ 6893

2168/89

Dw. For orders.

The Contractor was twice permitted to increase his rates, & he was allowed an extension of time to fulfil his contract.

Damage by cyclone was an unforeseen calamity, but with regard to his alleged losses on Cartage, he should have made proper arrangements before he tendered. The loss on cartage was thus due to his own want of foresight.

Cu

30.7.89

The Contractor has been treated with the greatest liberality – The full penalty for breach of contract should now be enforced

30.7.89

No. 1.

P. W. D.

Office of the Consulting Architect to Govt.,
Chepak, Madras,
25th July 1889

No. 605

2168/10

From

J. W. Brassington, Esq.,
Consulting Architect
to the Government of Madras,

To

The Chief Engineer
P. W. Department
Madras

Sir,

4 Enclosures.

I have the honor to submit a letter No 128 dated 18th July 1889 from Contractor A. Mootoosawmy Moodelliar requesting that the panalty for the non-fulfilment of his Contract for the supply of bricks to the High Court works may be remitted

I also forward a Memorandum of the transaction.

I have the honor to be
Sir,
Your most obedient servant

J W Brassington

Consulting Architect to Govt.

Memo No. 1014 C of 1-3-89   Pr. No. 2356 W of 2-9-87
" " 5244 C of 12-12-88
" " 2105 C of 4-6-88
" " 2012 C of 25-5-88
" " 1797 C of 5-5-88
Pr. No. 891 W of 17-3-88

PWCN: 6893

(8)

From
The Consulting Architect
to Government

To
The Chief Engineer
P.W.D.

Dated 25 } July 1889
Recd. 26 }

Rg 26.7.89

No 605

to 2168 W d/10th August 1889

Enclos: 4

Subject
Forwarding Contractor M. Mootoosamy Moodr's letter requesting that the penalty for the non-fulfilment of his contract for the supply of bricks to the High Court works may be remitted.

With orders

Ex 2168 W d/10th August 1889
Fwd

H.C.S.
3 Aug.

The Prot. considers that the Contractor has been treated with the greatest liberality, and confirms the decision of the Chief Engineer in Memo No. 1014C dated 1st March 1889 - The full penalty for breach of contract must be enforced

H.C.S.
30.7.89

R.W.E.
1.8.89

C A Foot. S.D.
12/8

P. Hme 3/8