

- (1) பக்கங்களின் எண்ணிக்கை 12
 (2) புதுக்கித் திருப்பிய நாள் 1.11.89
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 10/9

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

P. W. 10 துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	2328-W/	அச்சகம் பலவகை
நாள் :	29.8.1890	198

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

P. W. D.

Office of the Consulting Architect to Govt.,

Chepauk, Madras.

22nd July 1890.

No. 1294

From

Henry Swin, Esq., C.I.C.,

Consulting Architect

to the Government of Madras,

To

The Chief Engineer

Public Works Department.

Sir,

2 Enclosures.

With reference to G. O. No. 2168 W dated 10th August 1889, I have the honor to state that in accordance with the instructions of the Examiners P. W. accounts I forwarded the two Government Pro. Notes for Rs 1000 each, deposited by A. Muthusawmy Mudaliar to the Bank of Madras for sale on my account. They were sold and realized a sum of Rs 2240. 3. 1. As the contractor was according to the agreement directed to deposit Rs 2000, I requested the Examiners to inform me whether the balance Rs 240. 3. 1 was to be returned to the contractor, in reply to which he stated that it was for me to "assess the damages and to put in so much of the sale proceeds of the promissory note as may be necessary to compensate I

"Government therefore". I then referred the matter to the Government Solicitor and enclosed his reply, which accords with the Government's views.

2. The loss to Government consisted in the delay caused to building operations by the failure of the contractor to supply the bricks, and assuming this to be Rs 2023 per mensem which represents the rent of the present High Court Buildings at the Municipal valuation, the contractor is liable for a very large sum. But as it was generally understood that the full penalty for breach of his contract was Rs 2000 only, I request that I may be permitted to credit this amount to Revenue and remit the balance viz: Rs 240. 3. 1 to the contractor?

3. I may add that bricks of the description required were not locally procurable so that this office had to depend entirely on the Government kiln for the supply.

4. The contract agreement is also enclosed.

I have the honor to be

Sir

Your most obedient servant

James Dwyer

Consulting Architect

Public Works Department.

From

THE CONSULTING ARCHITECT

TO THE GOVERNMENT OF MADRAS,

To

THE Chief Engineer
P. W. D.

No. 1294

Dated

22nd July 1890.

Received

23rd July 1890.

No. of ENCLOSURES. 2

Subject.

Requesting permission
to credit the amount of
penalty imposed on
Contractor A. Murtosamy
& Mooti for failure of
Contract to supply bricks
to the High Court Water

N^o 3152.C d/24 July/90

To C

For favour of
remarks.

DDP
23.7.90

D.W.

N^o 4731 d/8.8.90.

To W.

Apparently it is for the Con-
sulting Architect to assess the loss
or damage sustained by Government by
the breach of contract by the contrac-
tor, and then to deal with the sale
proceeds of the promissory note in
the manner pointed out by the Govern-
ment Solicitor.

Invoice No 3152 d/24.7.90
P. B. No. 2168 d/10.8.89
Memo No 1014 d/1-3.89
" 5244 d/22.12.89
" 2105 d/4.6.88
" 2012 d/25.5.88
" 1797 d/5.5.88
P. B. No. 571 d/17.3.88
" 2353 d/2.9.87

for off. C.

21/8/90
D.W.
(Encs)

P. W. Department

Memo

Letter from the Conog: Architect to Govt No: 1294 d/22nd July 1890.

Office note from the Examiner, P.W. accts No: 4731 d/8th August 1890

Copy of the Examiner's

Office note No: 4731 d/8th

August 1890 is forwarded to
the Consulting Architect to Govt
with reference to his letter No:

1294 d/22nd July 1890.

To

The Conog: Architect to Govt

Examiner, P.W. accts.

DDP
9.8.90

For miles.

The Comptroller General
has not stated for how
long the sum of Rs 2000 is
paid the ^{estimate} ~~estimate~~ the
monthly sum to front for
the anti-air police, to
have listed, but it is
clear from para 2 of his
letter that the sum is
paid towards the full
value (Rs 2240.51) of
the from my notes.

It is not quite clear
whether the sum
can either legally or equitably
demand ^{to be} ~~be~~ ^{as a} ~~as a~~ ^{protection} ~~protection~~
and then the receipt
(Rs 2000) named in the
contract refers.

It is reasonable that
the Comptroller General
be allowed to credit the
sum of Rs 2000 to the
and credit the balance
(Rs 240.51) to the
contract.

S. 14.8

Circ 7495

Oct 28 VIII
Nov 13 VIII
Nov 19 VIII

Now

The disposal out
up from Madras does
not appear to answer
the C.A.'s letter.

Before that letter was
written, the Govt. Solicitor
& the Secy had already
advised C.A. that he
should assess the
loss to Govt. & recover
the amount from the
sinking deposit.

The note ^{from} which
it is now proposed to
communicate to C.A. for
no further information.

The C.A. apparently
thinks that the Govt.
claim will be satisfied
if a sum of Rs 2000 be
recovered from the Contractor,
who asks for permission
to do this.

For orders.

C
13/5/90

5
2328

Read the following:—

Letter from the Consy Architect No 1294 d/22. VII. 90
Office note from the Examin P.W.D. 4731 d/8. VIII. 90

FOR ORDERS.

The Consulting
Architect does not state
for how long the rent of
Rs 2023 at which he estimates
the monthly loss to Govt
from the contractors

I can't make out from the failure, to have lasted,
Consulting Architect's letter but it is clear from para
that the previous loss is 5 lakhs but it is clear from para
is, but if it is as much 2 of his letter that the
as, or more than, the full
value realized of the loss to Government exceeds
of the notes he is justifying the full value (Rs 2240:3:1)
I am, in the opinion of
the Govt. P.W.D. is keeping the of the promissory notes.
full value so realized & It is not quite
the balance of any other clear however whether the
submitted.

7/9/90

JAG

Government can either

legally or equitably
demand damages to a
greater amount than the
security (£2000) named
in the contract papers.

It is recommended
that the Consulting
Architect be authorised
to credit the sum of
£2000 to Revenue and
remit the balance
(£2403:1) to the contractor.

FOR ORDERS.

glin

No. 2328 W of 29-8-90

L
W

Ors 56. VIII
Hue 13. VIII

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 29th August 1890

READ the following

from the Cons. Archt. to Govt. H.E. No: 1294 of 22nd July 1890
Office note from the Govt. S.W. Sect. H.E. No: 4731 of 8th August 1890

The Govt. understand
from the Consulting Architect's
letter that the loss sustained
by the State owing to Mr
Mootossawmy Mudaliar's breach
of contract, is largely in excess
of the amount realised
by the sale of the promissory
notes. The Consulting Archi-
tect is therefore justified, on
the advice of the Govt. Solicitor,
in retaining the full value
of the notes so realised -
The balance of the loss may
be remitted.

Page 18

To the Cons. Archt. to Govt.
with 5 enclosures
Govt. S.W. Sect.

L
19.8

On

~~Don~~

Issued

No. 2328 W d/ 27 Aug 18

B. H. H.

250. VII
from 19. VII
to 23. VII
85/9- 5/9/90
E. I. C.