

- (1) பக்கங்களின் எண்ணிக்கை 8
 (2) புதுக்கித் திருப்பிய நாள் 10 மார்ச் 90
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 10/90

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பெரியப்பா துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	2794	அச்சகம் பலவகை
நாள் :	21-10-1890	108 .

4.

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

சேது

P. W. D.

Office of the Consulting Architect to Govt.,

Chepauk, Madras,

2 October 1890

No. 2172

2794

From

Henry Irwin, Esq., C.S.C.,

Consulting Architect

to the Government of Madras.

To

The Chief Engineer

P. & R. Department

Madras

In

Enclosures.

A Contractor by the name of
Mahamed Yusof said offered to Captain
Ellis R. & Sub-Divisional officer a bribe of
Rupees 100/- . The matter was at once put into
the hands of the local Solicitor General in accordance
with L.O. No 745 dated 5 September 1890, and the
whole matter terminated in the Contractor being
sentenced to three months rigorous imprisonment.

2. So clause 18 of the Contractor's agree-
ment (Form M 175) executed by the Contractor
states that " the Contractor further agrees not
to pay or give or offer to give any bribe or gratuity
or reward to any subordinate, clerk or other
person employed in the P. & R. Department under
penalty of forfeiture of his security and all

money

2794

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money due on account of this Contract".
I have the honor to enquire as to whether
the clause in question can be fully enforced
in the present case and also as to what should
be done with the Currency Note of Rs 100/-
sent to me by Capt. Ellis R.E., being the amount
offered to him as bribe and the materials
supplied to the work by the late contractor
Mahamed Yusuf Sah. The work done by
the Contractor is now being measured up.

3. Pending settlement of the matter
the amount (i.e.) Rs 100 has been credited in the
Cash Book to "Deposits" and Sub-Divisional officer
has been directed to complete the work by other
means.

I have the honor to be,

Sir,

Your most obedient servant

Henry Durr

Consulting Architect to Govt

P.W. C. No. 9385

Public Works Department.

From

THE CONSULTING ARCHITECT

TO THE GOVERNMENT OF MADRAS,

To

THE

Chief Engineer
P. W. Dept.
Madras

No. 2172

Dated 2 } October 1890.
Received 2 }

No. of ENCLOSURES. 1

Subject.

Requesting to be informed
whether the clause in contract
agreement regarding forfeiture
of security and all sums due to
Contractor, should be enforced
in the case of Mohamed Yusoff
and what is to be done with
the currency note offered as
bribe to Capt. Ellis R.E. and with
the materials supplied to the
work by the Contractor

Re 4036. C. d. 9 Oct 1890

Referred to the
Government Solicitor
for his opinion.

Per P.W. Dept.
Colonel R.
Sent to Govt. Nov

W.M.
7.10.90

No. 493

Madras 11th October 1890

From,

Ernest Barclay,

Government Solicitor,

Madras.

To,

The Secretary to Government,

Public Works Department,

Madras

Sir,

1 I beg to acknowledge receipt of your doc. dated 8th -
instant No 4036, made on a letter dated 2nd instant No 2072 from
the Consulting Architect to Government, which I read herewith.

2 Under Section 74 of the Indian Contract, when a contract
has been broken, if a sum is named in the Contract as the amount
to be paid in case of such breach, the party complaining of the
breach is entitled, whether or not actual damage or loss is proved
to have been caused thereby, to receive from the party who has
broken the contract reasonable compensation not exceeding the
amount so named.

3 In case therefore Mahomed Yusoff were to sue Government
for recovery of the security deposited by him it would be for the
Court to decide what compensation Government is entitled to from
Mahomed Yusoff for the breach of contract he committed in offering
Captain Ellis the bribe of Rs 100. In deciding this point the Court
would, I think, take into consideration the fact that Mahomed Yusoff
has been sentenced to three months rigorous imprisonment for the
offence of attempting to bribe a public officer, and it is quite
possible that the Court would hold that Mahomed Yusoff ought not to be
punished twice for the same offence; and, as Government could, of
course, prove no actual damage from the breach of Contract, I think
it very likely that the Court would hold that no part of the

security ought to be forfeited. On the whole therefore I think would not be advisable to claim a forfeiture of the security Mahomed Yuseof should claim its return.

4 The note for Rs 100 should, I am of opinion, be retained by Government. It is fairly forfeited and I do not think Mahomed Yuseof would be allowed to take advantage of his own wrong in handing the note to Captain Ellis, and recover the amount.

5 The materials supplied by the Contractor should be paid for if used, otherwise they should be returned to him.

I have the honor to be,

Sir,

Your Obedient Servant,

Quadrant

Government Solicitor.

N^o 745 D d/5.9.90

N 2794 W d/21-10-1890

PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following

Letter from the Consulting Architect to Govt No: 2072 d/2nd October/90

Letter from the Government Solicitor, Madras No: 493 d/11th October/90

The Govt Solicitor's ^{will be} letter communicated to the Consulting Architect.

2 The Security deposit of Contractor Mahomed Yuseof will be refunded if claimed by him, but the sum of Rs 100 ^{offered} given to Captain Ellis will be credited to Govt.

3 The suggestion in para 5 Consulting Architect to Govt. of the Govt Solicitor's letter is Examiner, P.W. Dept. approved.

W. S.
15.10.90

C. S. *S. S.*

