

Government of Madras.
1895.

P. W. DEPARTMENT.

CURRENT No.

Recd: 7.10.95
DISPOSAL.
No. 2117 W 2-8-95
2705 W 26.9.95
605 C 10.2.94
2178 C 11.6.94
No. 2586 W 11.9.94
dated

From Jamia Sahib & Co.
Contractors,
Dowlaisherani

No. ENCLOS
Dated August '95
Received 7 October '95

SUBJECT.

Anjalapur St. Kinniff
Court. Praying for the
payment of the amount
of losses sustained in
the contract work of
constructing the —

The petitioners
are referred to S.O.
No. 2586 W dated 16th
October 1894, which
the Government declines
to modify.

$\frac{7c}{1776w}$
 $\frac{3.7.95}{17-96}$ } crosses
 $\frac{15}{10} 95$

DESPATCHED
24 OCT. 95

To. The Petitioners.

25/10

Statement showing the description of different losses sustained, owing to the delay of land.

- 200 Loss on account of 10 Garces of lime damaged by percolation of canal water (that occurred during the long delay in settling the site) into the low site by the side of the canal first pointed out.
- 180 Do. Do. Purchase of extra lime due to alteration of specification subsequently i.e. 1½ sand to 1 lime instead of 2 to 1 as estimated first.
- 97 Do. Do. Drip batten subsequently allowed to prevent the tiles from slipping down.
- 120 Do. Do. Interest on Rs 1,000 borrowed for paying to coolies as the work done was paid for after a delay of 6 months from October 92 to March 93.
- 60 Do. Do. Do. on another 1,000 Do. from October to December 92.
- 60 Do. Do. Do. on deposit Rs 1,000 the return of which was delayed from October to December 92.
- 922 Do. Do. Deterioration of wood-work owing to delay in taking over the site
- 28 Do. Do. 4 windows which were ordered to be made of certain measurements, then rejected and ordered to be made of a different size.
- 123 Do. Do. Pay of store watcher for an extra period of 20½ months besides the reasonable period of an year.
- 205 Do. Do. Pay of Gumasta for an extra period Do. do.
- 820 Do. Do. Pay of 2 partners who worked continuously on the work for the same period besides Do. do.
- 1500 Do. Do. Interest for 1½ years on money borrowed for the transaction on account of excessive delay in paying for the work
- 350 Do. Do. on paints indented erroneously by Mr. Lewis Executive Engineer as stated in the memorial.
- 270 Do. Do. lessened rate of Rs 13 per 100 cft. instead of Rs 14 - 8 - 0 as per tender for concrete in foundation simply because the specification was subsequently altered from surki to lime mortar both of which cost nearly the same
- 50 Do. Do. additional labor incurred in keeping up the edges of foundations dug to a depth of 6½ feet as per subsequent orders instead of 3 feet as at first.
- 75 Do. Do. manufacture of fresh tiles of a different size as ordered subsequently rejecting the ones done as per first specification.
- 243 Do. Do. difference of interest on deposit money of Rs 1000 for 2 years delay i.e. 5 annas per Rs 100 per mensem was paid by Government where as the memorialists paid at Rs 2 to their creditors.

Recd
1.10.95

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0408A

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30. SEP. 1895

To

The Right Honorable, His Grace, the Governor
in Council.
of Madras.

The humble memorial of Jaina Saheb & Co.,
Contractors. Residence Dowlaishwaram,
Godavari District.

MOST HUMBLY SHOW THAT,

1. Your Grace's Memorialists most submissively beg permission to approach your Grace's most benevolent feet with this humble representation of their grievances, with full hopes that their present misfortune may be tamed by your Grace's most generous hands that have wiped the tears of so many poor and needy like themselves.

2. In 1890 the memorialists were given on contract the work of "Constructing the Amalapur District Munsiffs Court" in the late Godavari Central Division, on presenting a tender with terms to complete the work at Rs 3,000 less than the estimated amount as the site was then shown close to the Amalapur canal which entailed every convenience for conveyance of materials, water for grinding mortar, etc.

3. Starting of the work was urged (Vide enclo: A & B) and hence the necessary materials were secured and stored up at the specified site within 3 months from the date of order and an order for marking out foundations was even communicated. (Vide enclo: C)

4. Several petitions were presented to the Executive Engineer and Superintending Engineer for permission to commence the work but in vain (Vide enclo: D & E) and the result was 2 years' delay, especially due to selection of 4 sites, one after another, which ended in the following losses:— (a) the lime &c. stored up, damaged by rainy and percolation water on account of the lowness of the ground deteriorated and hence fresh supply. (b) the approved wood work, not having been allowed a thatched covering over for fear of fire, was exposed to sun and rain, deprived of its quality and hence fresh supply. (c) Establishment charges on account of watching and preserving the material (d) and interest of Rs 3,000 on money borrowed for expeditious arrangements.

5. On a request made to the then Executive Engineer to indent, on behalf of the memorialists, for the necessary paints to give no room for dispute as to quality, a quantity worth Rs 1,200 instead of Rs 200, was unfortunately through oversight, indented and the excess could not fetch its worth to add to the above losses, nor was it taken for Government works in spite of the memorialists' prayers (Vide enclo: F & G)

6. In August 1890 the difficulty was represented to the Superintending Engineer with no better result than their hearing of its transmission to the Executive Engineer.

7. The contract would have gladly been given up with thanks, had the security deposit and dues been paid on the expectation of such an excessive delay as 2 years.

8. To the memorialists misfortune B. H. Young Esq., Executive Engineer, just before his sad and sudden death, reported the memorialists' non-acceptance of the cancelment of the contract (to the surprise of all) which is quite unsupported [nothing documentary to prove.] The report might have probably been made as no satisfactory explanation was available for the unusual dilatory procedure in ascertaining the site and your grace be pleased how the exposure to so many risks could have been preferred to peace of mind and happy settlement of the affair.

9. In making the final payment a great injustice was also done:— The man who was the memorialists' creditor and attorney, to whom the authority of receiving only cheques was given, was, all on a sudden, without their knowledge pressed to receive payment and that too in the night time and he was also made to write in the final bill the words "Received as per tender rates only" which he raised no objection to insert as he was in urgent need of money to pay the debtors who were teasing him as an excessive delay has already been allowed by the Executive Engineer in making payments. Further the attorney was afraid that the Executive Engineer would be displeased if the payment

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BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1889} Madras.

PUBLIC WORKS.

Dated September, 26th.

Recd.

Encl.

G.O., 26th Sept. 1889, No. 2705 W.

SEPTEMBER.

District Munsif's Court-house at
Amalapuram, Godavari District

Revised estimate for constructing a —,
sanctioned.

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26TH SEPTEMBER 1889, No. 2705 W., PUBLIC WORKS.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

READ—the following paper :—

From T. M. HORSFALL, Esq., Registrar of the High Court of Judicature, Appellate Side, Madras, to the Chief Secretary to Government, dated Madras, 28th August 1889, No. 2119.

I am directed to forward, for the sanction of Government, the accompanying fresh plans and estimates, amounting to Rs. 13,800, for constructing a District Munsif's Court-house at Amalapuram in the Godavari district.

2. I am to say that the estimate for the work sanctioned in G.O., dated 25th September 1877, No. 778 W., has become obsolete on account of a new type design for court-houses having been circulated with G.O., dated 21st April 1887, No. 1098 W.

ENCLOSURE.

From Major D. McNEIL CAMPBELL, R.E., Superintending Engineer, I Circle, to the District Judge, Godavari District, dated Dowlaishweram, 2nd July 1889, No. 877 G.D.

I have the honor to forward herewith plans and estimates, amounting to Rs. 13,800, for constructing a District Munsif's Court-house at Amalapuram, and to request that you will be so good as to obtain the sanction of Government to the same as early as possible. The estimate has been prepared agreeably to the standard design sanctioned in G.O., No. 1098 W., dated the 21st April 1887.

2. An estimate for the said work for Rs. 13,410 was sanctioned in G.O., No. 778 W., dated the 25th September 1877, but the work was not put in hand owing to want of funds, and this estimate is now obsolete on account of a new design for court-houses having been sanctioned in Government Order quoted in the 1st para.

3. It will be observed from the report which accompanies the estimate that rubble in mortar is substituted for brick-work provided in the standard design, and this is done as the rubble-work is cheaper and likely to be more lasting than brick-work.

4. A plan of the site selected is herewith sent, and it has been approved by the District Munsif at Amalapuram. The site plan sanctioned with the estimate in 1877 is not to be found, hence the cause of selection of a new site.

5. An allotment of Rs. 9,000 has been provided for this work in the current year's budget, and unless the sanction to the present estimate is received soon this sum cannot be utilized and will have to be relinquished.

Approved and transferred to the Public Works Department.

11th September 1889.

(Signed) A. G. CARDEW,
Under-Secy. to Govt., Judl. Dept.

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ORDER—dated 26th September 1889, No. 2705 W., Public Works.

The revised estimate, amounting to Rs. 13,800, for constructing a District Munsif's Court-house at Amalapuram in the Godavari district, is sanctioned in supersession of the estimate of Rs. 13,410 sanctioned in G.O., No. 778 W., dated 25th September 1877.

2. A sum of Rs. 9,000 has been provided for the work in the current year's budget.

3. This sanction has been registered as Provincial No. 69 W. of 1889-90, and classified as Civil Buildings, Original Works.

(True Extract.)

(Signed) R. R. E. DRAKE-BROCKMAN, Lt.-Col., R.E.,
Ag. Joint Secy. to Govt., P.W.D.

To the Superintending Engineer, I Circle,
with 7 enclosures.
„ Examiner, Public Works Accounts,
with the general abstract estimate.
„ Judicial Department.

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CIVIL WORKS.

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PUBLIC WORKS.

Dated September, 26th.

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Encl.

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