Public Works (1897) Department.

G.O., No. 3555 W

DATED 17 December 1897

[Despatch Abstract.]

Suit: Sanctioning the defence of the — to be instituted by piece worker A Streenivasulu Naidu for recovery of certain alleged dues to him for work done ~~on the~~ in connection with the Ootacamund Lake reclamation Scheme.

18/12-97

[P. W. 25.
1,000—30-11-97.]

Indexed. 8/1/98

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Public Works (1897) Department.

CURRENT No. 12399

Urgent

F 17/12

No 3555 W of 17 Dec 1897

A.P. 16.12.97

Order

The defence of the suit is sanctioned.

15.12.97

Note. The circumstances of the case are stated in the letters flagged A & B. The undersigned endeavoured to save litigation by referring the case to the arbitration of the Sup. Engr. Coimbatore Dn. This plan has failed, & as the Ex. Engr. supports the Sup. Engr.'s measurements, it is proposed to leave the matter to the law courts.

15.12.97

From The Supg. Engineer 4th Circle

No. 677/W

Dated 10th December 1897

Received
Registered 14.12.97

Enclosures 10. 11

Spare copies ✓

SUBJECT.

Piecework A. Streenivasalu Naidu

Forwards for disposal report from the Ex. Engr., Coimbatore Dn. suggesting that the E.E. on Special duty, Ooty. may be allowed to defend the suit at Govt. expense regarding the claims of

11/12/97

S.S. IV

BACK PAPERS.

No.	Date.

FURTHER PAPERS.

No.	Date.

H-E 15.12.97 R 17-12-97

"Enclo: No 10 to No 677"

No 590.

Office of the Executive Engineer
on special Duty,
Ootacamund, 8th November 1897.

From,

J. F. Somers Eve, Esq.,
Executive Engineer,
on special duty,

To,

The Superintending Engineer,
Fourth Circle.

Enclosures.
√ 1 Detail Statement in reply to Piece worker's claims
1 Statement of dues to Piece worker
1 Letter from Piece worker
3 Final Bills with measurement Sheets.

Sir,

I have the honor to inform you that at the end of May 1897 a piece worker named Sreeniwasalu naidu started the work of the New Culvert under the Willow Bund at Ootacamund, on the understanding that I should pay him fair rates, as I saw the difficulties &c of the work as it proceeded. He stopped work once or twice, and constantly wanted urging on, and altogether was a very unsatisfactory workman. I gave him all the assistance necessary, and helped him all I could with advice and instruction. All other works on the drainage works have been carried out on the same System, viz: petty piece workers paid at what I considered fair rates as I saw the progress of the work.

2. About 15th June he stopped work and asked to be relieved of it. A final measurement was made, and endeavours made to find a fresh piece worker. This was of difficult as men are adverse to take up work partly done. One was at last found and then the original piece-worker wished to go on again with the work. This I refused to allow him to do. He submitted one or two petitions complaining about rates &c. to which I replied that I considered what I gave him were fair, and Could give him no more. It must be remembered that his dilatoriness and want of energy caused great delay to the work, and that he did the easy part of the earthwork leaving government to find other agency to complete the difficult.

Eventually he served me with notice through a lawyer that he intends to file an action against me for the recovery of the balance that he claims (as set forth in the Sheet attached) on the 30th November.

3. Government of India Code, P.W.D. Chapter III, para 95, states that Executive Engineers shall be guided by the rules laid down by the Provincial authority on the subject of law suits. I am unaware of any rules other than those laid down in the old Madras P.W.D. Code I. The addenda to para 406 of Chapter II, paras 407, 408 + 682 bear on the subject. In para 682 I gather that I should plead that Government should be made the defendent as this is a case of contract. If this does not hold, I request sanction of Government to defend the case at its cost and pay the expenses of the suit, if any. It would of course be easy for me to raise the rates, and save an infinite amount of trouble, but I do not consider I should be doing my duty in this, and it would create a very bad precedent here. At the same time

I have no desire to run the risks of the uncertainty of law, if I have the possibility of defraying the cost of the suit. I confidently believe I have treated the piece worker in a fair and just way, and I therefore leave it to Government to decide whether they wish the suit defended or not. I informed the piece worker's lawyer that I was perfectly willing to submit the case to arbitration, and would leave the nomination of the arbitrator to him.

4. The paras of the Code referred to above state that an answer to the plaint should be drawn up, and this I have the honor to enclose. The greatest claim is over the Earthwork, and the fact of my having work done of a far more difficult nature for a less rate than he claims, is, I think, sufficient evidence.

5. I request orders as to whether the suit is to be defended, and if so, sanction to the costs.

6. The matter is of some urgency in point of time.

I have the honor to be,
Sir,
Your most obedt servant,
J. F. Somerville
Executive Engineer
on Special Duty.

No. $\frac{625}{W}$ d/15-11-97

Submitted to the Chief Engineer P.W. Department for favor of Sanction to defend the suit at the public expense

E. Hammill
Superintending Engineer
4th Circle

913 M
12 NOV. 97
1-9

From,

J. F. Somers Eve, Esq.,
Executive Engineer,
on Special Duty.

SUPG. ENGINEER'S OFFICE P.W.D.
No. 1493 W
22 NOV. 97
10
FOURTH CIRCLE

SUPG. ENGINEER'S OFFICE P.W.D.
9 DEC. 97
FOURTH CIRCLE

Dated 8th }
Desp.d 9th } November 1897.

No. 590.

Enclosures 9.

EXECUTIVE ENGINEER'S OFFICE
No. 6277
27 NOV. 1897
Encl. 77
COIMBATORE

Piece worker A. Streenivasalu Naidu's Case

Submits detail statement of — and requests to obtain sanction of Government to defend the case at Govt. expense.

6WE10
12355/57

Public Works (1897) Department.

urgent

CURRENT No. ~~11391~~
12355/57

No. 4836 C. 7th Nov. 1897

EXECUTIVE ENGINEER'S OFFICE
No. 6277
27 NOV. 1897
Encl. 7
COIMBATORE

No. 1493 W
22 NOV. 97
10

Order Endt.

Referred back to the Supdg. Engineer IV circle with the request that the Executive Engineer Coimbatore division may be asked to check the quantities and rates according to his Ootacamund schedule, and to report if he considers them fair. The piece worker should be told of this, and asked to accept the arbitration of the Ex. Engineer Coimbatore. If he refuses & the Executive Engineer Coimbatore division reports the rates to be fair, the sanction of Govt. to defend the suit will be applied for.

W. H. Whiteman
Ag. Chief ~~Engr.~~

From The Supg. Engineer
4th Circle

9 DEC. 97

No. 625/W

Dated 15th November 1897

Received 16.11.97

Enclosures Nil.

Spare copies ✓

SUBJECT.

Piece worker Streenivasalu Naidoo.

Requests sanction to defend the suit against at public expense.

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

250—14-10-97.

No. 464.

Executive Engineer's office,
Coimbatore 8th Decemb 1897

FROM,
S. B. Murray Esq
EXECUTIVE ENGINEER
COIMBATORE DIVISION.

TO,
THE SUPERINTENDING ENGINEER
FOURTH CIRCLE, COIMBATORE.

Sir,

ENCLOSURES. 10
*herewith returned

With reference to your No. $\frac{6/4}{C.3}$ of the 24th November 1897,* I have the honor to inform you that I have been to Ootacamund and interviewed Piece-worker Streenivasalu Naidu in the presence of Mr Somers-Eve and have enquired into his claims but did not succeed in settling the dispute.

2. Before giving my opinion about the claims set forth by the Pieceworker, I will shortly detail the events which gave rise to these claims.

About the end of May this year

Streenivasalu Naidu was employed as a Pieceworker by the Executive Engineer, Ooty Drainage scheme, but he was very soon found to be a useless man and at his own request his agreement was closed on the 15th June.

On the 22nd June all his work was measured up in his presence and in the presence of the Executive Engineer and Supervisor in charge of the work; Streenivasalu himself holding the tape, while the measurements were being taken. Both the above officers declare that, at the time of measurement, the Pieceworker made no objection to the measurements taken.

On or about the 26th June a new Piece worker was found to ~~be~~ carry on the work, and work was recommenced.

On the 23rd July Streenivasalu Naidu was sent a copy of his bill and was given a part payment of Rs 150, which he accepted. On the 4th August he submitted a statement to the Executive Engineer showing that,

according

according to his own accounts he should receive considerably more than what the final bills (he had done work under 3 different estimates, so 3 final bills had been prepared) showed as due to him; but in his letter, forwarding this statement, he says nothing about the measurements being wrong. On the 19th August, he again wrote and then complained that the measurements for earthwork - item 1 in his claim - were wrong; but by this time, it was impossible to check them, as the new Piece-worker had been going on with the work since the end of June.

3. I will now give my opinion about each item, seriatim, as claimed by the Pieceworker.

Item 1. As explained above, it was impossible to check the quantity of earthwork done, but I cannot believe that any protest made by the Pieceworker at the time of final

measurement on the 22^d June wa
have been ignored; so I consid
the Supervisor's measurements sh
be accepted.

The description of work done wa
the removal of the existing road
the excavation of ordinary soft
earth below the road, for the foundations of a new road culvert. The
excavated earth was to be thrown on
the side of the road close by, as it
would be required later on for refilling.
The average lead would not exceed
50 feet. The Piece worker claims that
he carried a portion of the excavated
earth — about one third — to the low
ground on the east side of the Willow
Bund road — lead about 170 feet — but
this is denied by the Executive Engineer
who states that even if the earth
was taken there, it was done without
orders.

I approximately measured the
area of road surface removed and
found it to be 1000 sq: ft. Assuming

a

depth of road metal of 9 inches
his gives 750 cft of hard stuff removed,
r which a rate of Rs 10 per 1000 cft
would be ample. The rest of the
excavated earth should, I consider,
be paid for at schedule rates, viz
Rs6-6-0 per 1000 cft.

Items 2, 4, 5, 6, 11, 12, 13, 14.

These claims have been admitted
to be correct by the Executive Engineer
so, no remarks are necessary.

Item 3. The Pieceworker claims
Rs 7 for baling charges and the Executive Engineer is prepared to allow
him Rs 4. I was unable to get definite
information as to what amount of
labor had actually been employed,
so cannot give an opinion as to
which figure is correct.

Item 7. The Pieceworker claims
Rs12-8-0 for charges incurred in fitting
up a mortar mill; but the Executive
Engineer declined to pay more than
Rs6-8-0. I enquired into the details
of the Pieceworker's claim and consider

that he is entitled to Rs 7-4- an no more.

Item 8. The Executive Engineer ordered the Piece-worker to make ~~an~~ a hand screen for sifting surki powd and gave him a sketch of what I wanted and also told him where he could go and see the sort of sieve that was required. Instead of obeying instructions the Piece-worker made a sieve which is useless for the purpose it was intended for and not according to the instructions given to him. In my opinion, the Executive Engineer would have been quite justified in rejecting the sieve and paying nothing for it.

Item 9. The Piece-worker claims Rs 7-8-0 for 10 wooden rammers. The heads of these rammers were made out of the trunk of a Willow tree which had been cut down and which the Piece-worker was allowed to buy for the nominal sum of R 1. The cost of each rammer could not

have

have exceeded 6 annas and the Executive Engineer has allowed 8 anna against the contractor's claim of 12 annas.

Item 10. For 4 small wooden rammers, the Pieceworker claims 8 annas each, the Executive Engineer is willing to pay 4 annas, and I estimate the cost to be not more than 3 annas.

Item 14. The Piece-worker claims Rs 4 for carting 140 cft. bricks, obtained by dismantling old manholes to the site of the new culvert. For dismantling this brickwork he has been paid Rs 5 per 100 cft. The schedule rate for this kind of work is Rs 3-4-0 per 100 cft, and the extra rate was intended to allow for the long lead about 120 yards. There was no reason why carts should be employe at all, and the rate allowed by the Executive Engineer is quite sufficient for dismantling and conveying to work site, so, I consider the claim for cartage to be inadmissible.

4. After I had enquired int all the above claims, I asked Stre vasalu Naidu if he would agre decide by my decision, but he replied that he would only do so on the condition that I would acc item 1 of his claim – earthwork – both as regards quantity and rate, as correct. This, I have been unable to do, and as I consider that the bills prepared by the Executive Engineer are, in the main, fair and just I think he should be allowed to defend the suit brought against him by Streenivasalu Naidu, at Government expense.

5. I return the enclosures sent with your endorsement under reply.

I have the honor to be,
Sir,
Your most obedt. Servant.

S. W. Murray
8/12/97
Executive Engineer
Coimbatore Division

944 C.I.
DEC 97
1-10

P. W. D.

FROM

THE EXECUTIVE ENGINEER,
COIMBATORE DIVISION.

Dated 8th
Despatched 8th } December 1897
Received

No. 4645

ENCLOSURES, 10

Subject.

Piece worker A. Sreenivasalu Naidu
Reports on the claims of — and that the Executive Engineer on Special duty Ootacamund may be allowed to defend the suit at Government expense

No. 6797
W

Forwarded
P.W. Departm
with reference
ment No. 4836
1897 herewith

W. Hannay
Superintending Engineer
4th Circle

Coimbatore
10th December/97

10/4/97