

Public Works (1899) Department.

G.O., No. 1259W

DATED 11th May 1899.

[Despatch Abstract.]

Claim of Contractor N. Vijayaragavalu Naidu

The opinion of the Advocate General on the —
in connection with the Stationary Sub-Magistrates
Office at Tirukoyilur, South Arcot D., referred to
the S.R. Clerk, with remarks.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	2499	md	20-9-88				
	2574	md	2-2-88				

return
- Remuneration issued on 30/6/89 25/10/89

W

Opinion of Advocate Gen.
as claim of Contractor for
Stationary Sub Magistrate
office at Tripkool, S.
Arch District.

No doubt, as the Ad. Gen.
says, the question what
rates did he paid for
work, is one of evidence.

The Dep. officers will
have to state their reasons
for adopting the rates
they allowed, & the claimant
will have to prove why
he did he paid higher
rates.

2. The Opinion of the
Ad. Gen. may be transfe-
red to S. S. (u. o.) with a
request that he will as-
certain if the man agrees
to the compromise recom-
mended. There is no doubt
an explanation why the
man was finally offered

more than first proposed.
It is somewhat dangerous
however, to concede the prin-
ciple of compromise in such
a case, ~~and~~ and it did not
be done unless the P & S
recommended, after reference
with the E & S. & Con-
tractor, such a course being
adopted.

3. A general order to
the Dept. should issue that,
where alterations from an
estimate or additional
work not provided for
therein, are undertaken,
the rates to be paid for
such work shall be clearly
^{at the time} specified in writing to
the Contractor, & duly
agreed to by him in
writing.

ACK

1.5.99.

The compromise in this
case is I think judicious
as it is very uncertain
how the case would go
in a Court of Law.

Certainly - this should be
done -

Ans
2/5/99

C No 3391

Dw

The Advocate General
considers that the Contractor's
claim in this case is entirely a
question of evidence & he recommends
a compromise by the payment
of Rs 500 to the contractor in full
discharge of his claims, & if he
persists in his ^{claim} ~~dispute~~
to settle the ^{dispute} ~~matter~~ in a Court
of Law.

The question asked was
whether the Contractor's claim to
paid the actual cost, ~~of work~~
as represented by him, of various
items of work would be recog-
nized in a Court of Law although the
Engineer Officer who carried on
the work state that a fair
rate was given to him in all
cases. There is no definite
answer to this question.

Unfortunately the Advocate
General has only seen the petition
from the Contractor & its enclosure.

I will the correspondence stitched
with Memo No 5643 C & 19-8-58
pages 8. The piece work agree-
ment is filed with this Memo.
The Adv. Genl. is not aware that
the Contractor threatened to file a
suit over a year half ago and
appears of which nothing further
has been heard; that the Contractor
originally claimed ^{Rs} 685-9-10 which
was increased to Rs 1001-9-8 when
the suit was threatened; & that
Lieut. Lord went over the building
with the Contractor & explained
costs & quantities in connection
with each item & that the Con-
tractor expressed himself
satisfied. It is just possible
that the Advocate General
may modify his opinion
after perusal of this correspondence.
I submitted therefore that the
whole be sent to him unofficially.

Rur
29.4.59.