

Public Works (1899) Department.

G.O., No.

2499 W

DATED

20th September 1899.

[Despatch Abstract.]

Petition of Vijayarajavulu Warden, Contractor, South
Coast Or - declining to interfere with
the action taken by the S. E. V. Circle in regard
to the claims ^{preferred by the contractor} to payment of a certain sum for
work done in connection with the Sub-majistral's
Court office, Tiru Kovilur.

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

[P. W. 43.
1,000-28 2-19.]

READ the following:--

From the Supty. Engr, & Circle, No 467 WD, 12.8.99

Circulated to H.E. the Governor

FOR ORDERS.

This correspondence relates to the claim made by N. Vija-yavagavalu Naidu, Contractor for the Stationary Sub Magis-trate's Office at Tirunkoilur in S. Arcot district, for the payment of Rs 1001-9-8 which he alleges is still due to him for work done. The note flagged T gives the facts of the case. In accor-dance with His Excellency's orders thereon, the opinion of the Advocate General has been obtained.

2. Mr Arnold White con-sidered that the best course would be for the dept., without prejudice, to offer the contractor Rs 500 in full discharge of his claim, & if this offer is not accepted

DW
H

accepted to defend any suit which may be brought & pay Rs 500 into Court.

3. This opinion was referred to the Supts. Engr. & Circle, with instructions to adopt the procedure suggested if he, after consultation with the Executive Engineer, considered it to be a just & desirable solution of the matter.

4. The offer of Rs 500 in full settlement of his claims was made, without prejudice, to the contractor but this individual states that if he is given Rs 775 instead of Rs 500, he is willing to accept the same in complete satisfaction of his claim. If this cannot be done he suggests that a commission be appointed to inquire into the matter by whose decision he is willing to abide.

5. The Supts. Engr. & Circle, & the Ex. Engineer, S. Arco division, are both agreed that the offer of Rs 500 is a fair one & that there are no reasons for increasing it.

P

This should be done.

2.9.99

11.9.99

23/8

23.8.11

vide Circular N^o 2322C
d/11-5-99

it.

6. It is submitted that the petitioner may be informed in reply to his petition ^{flagged W} that Govt. sees no grounds for interfering with the action taken by the Supts. Engr. in the matter of his claims, or for appointing a commission as his case has already been fully inquired into.

7. It is suggested that a general order be issued to the Dept. that where deviations from an estimate, or additional work not provided for therein, are undertaken the rates to be paid for such work shall be clearly specified at the time in writing to the contractor & duly agreed to by him in writing.

Per

51.

Public Works (1899) Department.

CURRENT No. 6697

Order

From The Supy Engineer
5 mile

No. 4672

Dated 12th August 1899.

Received } 15-8-99

Registered } 15-8-99

Enclosures } 2

Spare copies

SUBJECT.

Sub. Pragisbaki's front
at Siru Kollon.

Forwarded the reply of
Contractor Vijayaragavan
Amid as for the offer of Rs 600
given him in full for all
his claims in the -

C.S. 415 2/19/99

1899

BACK PAPERS.

FURTHER PAPERS.

No.	Date.
33500	4. 11. 99
Paper noted on back	

No.	Date.

APPENDIX.

Item of claim.

No. 1.
Brick work
in superstructure.

In the estimate a rate of Rs. 15 per 100 cft of country brick work in chunam, and a rate of Rs. 19 per 100 cft of table-moulded brick work have been provided for. The Departmental officers ordered that table-moulded bricks should be used for the whole brick work in superstructure, as they considered that the use of both table-moulded and country bricks in the construction of one and the same wall would not strengthen the building, and table-moulded bricks were accordingly used throughout. The Petitioner therefore claims a uniform rate of Rs. 19 per 100 cft of this work.

The Petitioner originally procured just the required quantity of table-moulded and country bricks as per estimate, but M. R. Ry. Neelakanta Sastriar, Sub Engineer, who was then in charge of the work ordered the purchase of more table-moulded bricks from one Streenivasaragava Ayengar, another D. P. W. contractor at Trikoilur, for use throughout the whole building. Table-moulded bricks were accordingly purchased from the said contractor at Rs. 8 per 1000, when the value of country bricks was only Rs. 4-0-0, and the country bricks which the Petitioner had procured, having thereby become unnecessary, were sold to the said contractor under instructions from the said Sub Engineer. It is a matter for Your Excellency's consideration why the Petitioner should have exclusively made use of table-moulded bricks, when he was required according to the estimate to use both country and table moulded bricks, unless he was directed to do so. Streenivasaragava Ayengar, mentioned above, would speak to the truth of this statement.

The amount due under this item is detailed below:—

2959 cft of table-moulded brick work
at Rs. 19 per 100 cft ... Rs. 562 0 0

Amount already paid at Rs. 15 per
100 cft ... Rs. 443 13 7

Balance due. ... Rs. 118 2 5

No. 2.
Burnt stone
work in chun-
nam for foun-
dation and
basement.

The Petitioner was ordered to use burnt stone for foundation and basement instead of brick provided in the estimate, under the orders of the Superintending Engineer, and was informed that he would be paid the actual expenditure incurred in the use of burnt stone. The Petitioner claims payment at the rate of Rs. 28-2-0 per 100 cft, the rate actually incurred, but the D. P. W. at first paid at the rate of Rs 16-8-0, and this having been represented as inadequate, it has raised it to Rs 21-8-0 in the final bill which

Rs. 19 was paid previously for
burnt stone in foundation at
Trikoilur. The rate
for burnt stone in foundation
was Rs. 16-8-0.

has not been accepted. The details for the actual rate of Rs. 28-2-0 have been given in the statement sent with the application to the Assistant Engineer dated 20th April 1896.

They are:—

1. Cut stone per 100 cft at 2 annas	Rs. 12 8 0
2. Lime, sand, and labour Do. at 1 anna	... 6 4 0
3. Labour for constructing per 100 cft at 1 anna	... 6 4 0
4. Do. for dressing stones one course on the top of the basement per 100cft at 6 pies	... 3 2 0
	Rs. 28 2 0

Amount due is detailed below:—

2908 cft at Rs. 28-2-0 per 100 cft	Rs. 815 10 0
Amount already received at Rs. 16-8-0	... 479 13 1

Balance due ... Rs. 335 12 11

No 3.
Cut stone work.

A rate of Rs. 1-2-0 has been provided in the estimate for every cubic foot of cut stone work. Though stones of same quality were used for the whole building, yet payment was not made at the rate given in the sanctioned estimate.

91 cft at Rs. 1-2-0 per cubic foot	Rs. 102 6 0
Amount already received at 14 As per cft	79 10 0

Balance due ... Rs. 22 12 0

No 4.
Concrete broken brick in mortar for flooring 6 inches thick

The amount due under this head at Rs. 13-9-0 per 100 cft instead of at Rs. 13-8-0 already received is Rs. 0 14 0

No 5.
Plastering with English Portland cement $\frac{1}{4}$ inch thick over cement concrete

When the Executive Engineer called for remarks in respect of the several items claimed by the Petitioner, the Assistant Engineer said with regard to this item that the work was never done. On this the Petitioner requested the Executive Engineer to inspect the building and find out personally whether or not the work was carried out. In a subsequent correspondence on the subject the Assistant Engineer admitted the fact of this work having been done by the Petitioner but said that it was not carried out in a satisfactory manner. If this were the case the Petitioner begs to point out that the subordinates in charge would not have allowed it to be proceeded with, but would have stopped the work and reported the fact to the higher authorities. Nothing of the kind took place. The Petitioner begs to assert that the work was done in

strict accordance with the instructions. His claim is as follows:—

1500 sq. ft. @ Rs. 5 per 100 sq. ft. ... Rs. 75 0 0

No 6.
Flooring with $\frac{3}{4}$ inch thick stone jelly for a depth of 2 inches and with powdered stone jelly of the size of peas for the remaining depth of one inch.

In accordance with the estimate sanctioned, the Petitioner was to do flooring with 3 inches cement concrete @ Rs 10-2-0 per square, but he was instructed by the Departmental Officers to use $\frac{3}{4}$ inch thick stone jelly for 2 inches of floor and powdered stone jelly of the size of peas for the remaining one inch, and the work was accordingly carried out. This entailed a very considerable amount of manual labour, not to speak of the superior description of the jelly used for the purpose. The actual expenditure incurred by the Petitioner was Rs 16-0-0 per square as detailed in the statement sent with the application to the Assistant Engineer dated 20th April 1896. The following are the details:—

1. Cost of cement per square	Rs. 11. 0 0
2. Cost of $\frac{3}{4}$ inch jelly for 2 inches and powdered stone jelly of the size... of peas for one inch	Rs. 4 0 0
3. Labour.	Rs. 1 0 0
	Rs. 16 0 0

Amount claimed under this item:—

1325 cft @ Rs 16-0-0 per 100 cft.	Rs 214 0 0
Amount already received @ Rs 10-2-0	Rs 134 2 6

Balance due ... Rs. 79 13 6

No 7.
Pointing brick work with engine ash.

The rate allowed in the bill prepared by the Department was Rs. 3-11-0 per square, whereas the actual cost incurred by the Petitioner was Rs. 4-11-0. An experimental work was done by the Overseer in charge to ascertain the actual cost of pointing and he reported that it cost him Rs. 4 per square. The Petitioner begs to represent that even this rate cannot be taken as a standard, for the specimen work of one square of pointing was done most economically for experimental purposes and the rate thus ascertained did not apparently include the proportionate cost of supervision, the Contractor's profit and other incidental charges. The rate of interest should also be taken into consideration when the work is done on a large scale for which considerable outlay of money is required. Besides the specimen work was confined to a plain portion in the wall, whereas the work done by the Petitioner embraced the higher parts of the building, arches, etc. and it required extra labour. For these reasons the

Petitioner prays that he may be allowed Rs. 4-11-0 per square the actual cost incurred by him.

DETAILS.

2200 sq. ft at Rs. 4-11-0 per 100 sq. ft. Rs 103 3 2
Amount already paid at Rs. 3-11-0 Do. Rs 81 3 2

Balance due Rs. 22 0 0

No. 8.
Blasting rock.

The Petitioner was ordered to blast and remove the rock in the compound and was promised 8 annas per running foot. For a portion of the work done he was paid the promised rate, but for the remaining portion the rate was not only reduced to 4 annas, but also the amount already paid for the portion of the work done at first was reduced by half and the amount thus retrenched was deducted in the said bill. Thus it will be observed that the Petitioner was paid only a rate of 4 annas per running foot for the entire work, against the promised rate of 8 annas.

DETAILS.

120 running feet @ 8 annas per foot Rs. 60 0 0
Amount paid @ 4 annas ... 30 0 0

Balance due Rs. 30 0 0

No. 9.
Filling basement with earth brought from a tank outside the compound.

The quantity of earth obtained from the excavation of foundation was utilized for levelling the ground and there was no earth left for filling up the basement. Consequently under the orders of the Departmental officers, earth was brought from a tank outside the compound for the purpose. An account of the quantity of earth thus brought was maintained by the maistry and the payment is requested in accordance therewith.

DETAILS.

670 cart loads of earth @ $1\frac{1}{4}$ anna per cart load ... Rs 52 0 0
Labour for levelling ... 2 12 0
Sundries ... 0 4 0

Rs 55 0 0
Amount received ... Rs 12 2 3

Balance due Rs. 42 13 9

No. 10.
Constructing a road way.

There was no provision in the estimate for the work, but it was done under the subsequent orders of the Departmental officers. The road was constructed with stone and brick jelly and earth was brought for the work from the tank referred to above. The wages alone of the coolies employed in metalling and levelling the road amounted to Rs. 18-0-0, which sum was obtained from the Petitioner and disbursed to the coolies by the Overseer himself, who

was then in charge of the work. Such being the case, only a sum of Rs. 10-0-0 was allowed to the Petitioner in the bill prepared. It is not understood why the materials used for the construction of the road and the full amount of wages disbursed were not taken into consideration in drawing the bill. The Petitioner claims payment for the work in accordance with the rates prevailing in the Department.

DETAILS.

6 cart loads of stone jelly @ 8 annas Rs. A. P.
per cart load ... 3 0 0
10 cart loads of brick jelly @ 8 annas
per cart load ... 5 0 0
Amount paid to coolies being
their wages for bringing earth ... 18 0 0
Rs. 26 0 0
Amount already received ... Rs. 10 0 0

Balance due Rs. 16 0 0

No. 11.
Lead sheeting

This work was executed under the orders of the Departmental Officers and was not provided for in the bill. In the final bill a rate of $2\frac{1}{2}$ annas per lb. was allowed. At the time when the work was in progress the cost of this material at Madras where it was purchased from was $2\frac{1}{2}$ As. per lb., and the railway charge and cart hire for conveyance from Madras to Tirukoilur, and the cost of labour spent on executing the work have to be added to the cost price.

DETAILS.

266 lbs. at 3 As 7 Ps per lb. ... Rs. 60 0 0

Note.—In the statement sent with the application dated 20-4-96, 375 lbs. were mentioned but this was through error of calculation. The correct quantity as given in the final bill has however now been adopted.

No. 12.
Tarring ends of beams, frames of doors, windows and ventilators.

This work was not provided in the estimate but was ordered to be taken in hand by the Departmental Officers and was not included in the bill drawn by the Department.

The cost of this item of work is Rs.

No. 13.
Plastering walls (inside) with one coat of lime and colour washing with two coats.

This work was not provided in the estimate but was done under the orders of the Departmental Officers. The actual cost per square was Rs. 2-6-6, whereas the Department allowed only Rs. 1-9-0 per square.

DETAILS.

4037 square feet at 2-6-6 ... Rs. 96 4 0
Amount drawn ... Rs. 63 1 3

Balance due 33 2 9

Note.—Particulars for the rate of 2-6-6 are given in the statement sent with the application to the Assistant Engineer dated 20-4-96. They are:—

Value of 2 paras Chunam	1	0	0
Do. Do. sand	0	1	6
Labour including scraping	0	14	0
Value of Ram black	0	4	0
Do. of Lime for colour washing	0	2	0
Gum and water	0	0	9
Sundries	0	0	3
Rs.	2	6	6

(13) No. 14.
Erection of shed for storage of materials

The cost of this is always borne by the Department. The Petitioner prays that there will be no deviation from the general practice in his individual case.

The amount due on this account is Rs. 50 0

(14) No. 15.
Replacing coping glass window with additional iron work

Under the orders of the Executive Engineer of the Department the coping glass window which had been fixed in the wall was taken out and replaced with certain additional iron work thereto.

DETAILS.

2 Brick layers	...	Rs.	1	0	0
1 Cooly	...	...	0	4	0
Iron work including hire	...	...	1	12	0

Total Rs. 3 0 0

(15) No. 16.
Brick jelly

This was taken by the Department from the Petitioner. When the actual cost as detailed below was Rs. 7-8 0 per 100 cft., the Department allowed a reduced rate of Rs. 4-10-0.

The detailed cost per 100 cft.:

Value of bricks...	...	Rs.	5	10	0
Breaking charges	...	...	0	11	0
Cart hire	...	...	1	3	0
Rs ...			7	8	0

DETAILS.

342 cft. at Rs. 7-8-0 per 100 cft.	Rs.	25	10	5
Amount paid at Rs. 4-10-0	Rs.	15	13	1

Balance due Rs. 9 13 4

(16) No. 17.
Eye planks & bargeboards and joist for attaching pun kah

These were used under the orders of the Departmental Officers and the amount claimed towards their cost is Rs. 13 5 0

(17) No. 18.
Scaffolding

All the materials required for the purpose were purchased by the Petitioner, the Department [not having supplied him with them as it did on several previous occasions in the case of the Petitioner himself when he executed works elsewhere.

Rs. 50 0 0

(18) No. 19.
Teak turned rails for dais

This work was done as per estimate.

DETAILS.

23 cft. at Rs. 1-8-0 (in round sum as given in the estimate) Rs. 35 0 0

Total of amount claimed Rs. 1001 9 8

TIRUPAPOOLYUR,
Cuddalore, N. T.

19th January 1899.

(Signed) N. VIJAYARAGAVALU NAIDU,
Contractor, D. P. W.

Enclosures

1. Petition addressed to the Assistant Engineer, dated 20. 4. 1896.
2. Statement that accompanied the above.
3. Petition to the Executive Engineer dated 25. 9. 1896, with the order thereon, No. 293 M, dated 22. 2. 1897.
4. Petition to the Superintending Engineer, dated 3. 4. 1897, with the order thereon, No. 68 M, dated 28. 5. 1897.
5. Petition to the Chief Engineer, dated 21. 5. 1898, with the order thereon, No. 3644 C, dated 19. 8. 1898.

N. Vijayaragavalu Naidu
Contractor D.P.W.

To

HIS EXCELLENCY

Sir Arthur Elibank Habelock G.C.M.G., G.C.I.E.

GOVERNOR AND PRESIDENT IN COUNCIL

Fort Saint George,

MADRAS.

MAY IT PLEASE YOUR EXCELLENCY,

The humble Petition of N. VIJAYARAGAVALU
NAIDU, Tirupapuliyur, Cuddalore, South
Arcot District.

MOST RESPECTFULLY SHOWETH,

On 12th July 1894, the Petitioner entered into a contract with the Executive Engineer, D. P. W., South Arcot, whereby he agreed to construct, as per plan and estimate, the Stationary Sub-Magistrate's Office and Court building at Tirukoilur.

2. In pursuance of the said contract, the Petitioner constructed the said building, and whenever it happened that any portion or portions of the work that had to be done in connection with the said construction, was not provided for in the said plan and estimate, or it happened that materials had to be supplied in the course of construction different from or in addition to the materials specified in the estimate, the Petitioner performed the said work and supplied the said materials in obedience to the directions of the D. P. W. Officers, subordinate to the Executive Engineer and in charge of the work, on the understanding that the Petitioner would be reasonably paid for the costs inclusive of contractor's labour incurred in the performance of such work or in the supply of such materials.

3. The Petitioner had payments made to him in the course of construction for the major portion of the work done.

4. A final bill in respect of the whole construction, dated 30th March 1896, for Rs. 939-10-3 was placed in the Petitioner's hands by the Assistant Engineer on the said date for signature; but as the said bill did not contain any mention of the items claimed in the Appendix to this petition, and as it would, when signed, purport to be evidence of a full and complete discharge of the Petitioner's claims on the Department, the Petitioner refused to sign it. On his thus refusing to accept the said bill in complete satisfaction of his claims, another bill, not purporting to be a final one but similar to those on which previous payments were made, was drawn for the said amount at the instance of the then Executive Engineer, Mr. J. S. Wilson, (whose demi-official letter on the subject is among the records of the Engineer's Office) and presented to him for signature. As this was not meant to cover his full claims,

C. Engineer

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6627/99

it was accepted as representing a portion of the amount due to, and claimed by the Petitioner, and payment was accordingly received. He was then told that he could have his whole claims settled subsequently.

5. The Petitioner, however, has not been paid the balance of the amount claimed by him, although repeated demands have been made by the Petitioner for payment thereof on the Executive and Superintending Engineers of the D. P. W.

6. The balance of the amount still due to the Petitioner is detailed in the Appendix, in which full reasons have been assigned in justification of payment for each item of work specified therein, *and a perusal of which is particularly requested.* The aggregate amount of the several items of claim is Rs. 1001-9-8.

7. The building was completed and handed over to the D. P. W. before 31st March 1896, and on 20th April following the Petitioner submitted a detailed application to the Assistant Engineer requesting him to inspect the several items of work done and pass orders in regard to the payment claimed. With that application a statement was forwarded in which the several items of work to be paid for were enumerated, the rates as per sanctioned estimate and those claimed, were shown side by side, and the reasons urging payment were also given.

8. The Assistant Engineer gave the Petitioner no definite reply; and on 6th February 1897, the Executive Engineer directed the Petitioner to appear before him at his office on the 8th idem. The Petitioner on complying with this order was informed, in reply to his application of 20th April '96, that the amount due to him was made out to be Rs. 380-3-4, and that it was ordered to be held in deposit until payment was applied for. The application referred to fully exhibited the grounds under which payment at certain rates was solicited for the several items of work requiring settlement, and yet the Executive Engineer's order, No. 293 M, dated 22-2-97, did not explain what was allowed, and what was disallowed and for what reasons.

9. The Petitioner, not being satisfied with this order, addressed a petition to the Superintending Engineer V Circle, on 3rd April '97, submitting to him at the same time a copy of the application, dated 20-4-96, made to the Assistant Engineer, and requesting that officer to go into the statement of claim put in by the Petitioner item by item, and then decide whether or not the Petitioner deserved payment of the amount claimed by him. The following is an extract from that petition and it shows in detail what took place after the Petitioner's application to the Assistant Engineer dated 20-4-96 had been made, and what the Superintending Engineer was informed of.

"On 18-6-96, the Assistant Engineer directed me to present myself before him at Tirukoilur at the time of his visit to that place in view of my claims being settled. I complied with the direction and the Assistant Engineer was pleased after an inspection of the building to order the preparation of a bill for Rs. 64-0-0. On my representing that the quantity of work, which I have detailed in the statement which forms an enclosure to my petition dated 20-4-96, might be measured and paid for, I was asked by the Assistant Engineer on 25-8-96, to attend his office at Cuddalore. I accordingly attended the office when I was required to sign a bill for Rs. 200-0-0. I refused to do this on the ground that my claims had not been

"fully considered, and was again summoned on 18-9-96 to sign the very same bill for Rs. 200. As I could not understand what items among those claimed by me were allowed, and what disallowed and for what reasons, I petitioned the Assistant Engineer on 23-9-96 for information on those points, which, I regret to state, I have not been able to obtain till now. * * * From the way the officers concerned have been raising the amount of the bill from time to time, Your Honour will easily come to understand that the items of work done by me, and detailed in the statement justify the payment of certain rates, and that I make no unlawful claim. * * *. In the event of Your Honour considering that I do not deserve payment for any of the several items of work carried out, I beg to be furnished with a short memo showing the circumstances under which my claim to payment is rejected".

10. In reply to the petition of 3-4-97, the Superintending Engineer, in his No. ⁶⁸U M. dated 28-5-97, informed the Petitioner that as he signed his agreement for constructing the building on 12th July 1894 and accepted payments made on all the bills (9 in number) for the work subsequent to that date without raising any objection to the rates until the final bill was presented for his signature, his demand for increased rates seemed unreasonable and could not be entertained.

II. The Chief Engineer before whom the papers went up, considered in his No. 3644 C dated 19th August 1898 that the Petitioner had no right to any payment beyond that passed to him by the Superintending and Executive Engineers and declined to interfere in the matter.

12. None of these Officers would say *definitely* how far the Petitioner's claims have been disallowed and on what grounds.

13. Now, with reference to the Superintending Engineer's order that the Petitioner's demand for increased rates at the final bill could not be allowed, the Petitioner begs to offer the following explanation for favour of consideration:—

14. The Petitioner accepted the rates allowed in the first 8 bills, but that was on the understanding that proper rates would be adopted in the final bill. It has been usual in the D. P. W. to allow suitable rates in the final bill for work ordered to be done in a way different from that specified in the estimate, or for any additional work carried out under its orders. In accordance with this practice, the Petitioner was given to understand that his claims would be fully gone into and satisfactorily settled at the time of final bill. Instances are not wanting in which such rates have been allowed to contractors. The Petitioner himself was on more than one occasion paid for work done in addition to or different from what was required in the estimate. This fact needs no proof to be established. It is a well known fact that the Executive Engineer has a certain amount of discretion placed in his hands in order to enable him to meet cases in which estimates have been departed from according to circumstances. It was in the 9th bill that works similar to those falling under nearly 13 out of the 19 items referred to in the Appendix, appeared for the first time, and it was therefore on that bill that objection was raised to the rates. In respect of most of the remaining 6 items (works falling under which no doubt appeared in some of the bills previous to the 9th), it will be observed that the Petitioner's asking

for increased payment is not unjustifiable, because the D. P. W. itself has made up its mind to increase the rates to a certain extent beyond what has been provided for in the sanctioned estimate. They are briefly alluded to here:—

- (a) *Burnt Stone Work*:—The rate given in the estimate is Rs. 16-8-0 per square, but it has been raised to Rs. 21-8-0 in the final bill made out by the Executive Engineer for Rs. 380-3-4 still held under deposit.
- (b) *Flooring with cement concrete 3 inches thick*:—The sanctioned rate is Rs. 10-2-0 per square, but the one allowed in the Executive Engineer's final bill is Rs. 14-8-0.
- (c) *Pointing*:—The estimate allows Rs. 1-4-0 per square, while the rate actually paid is Rs. 3-11-0.
- (d) *Blasting rock*:—The rate allowed in the bills previous to the 9th is 8 annas per running foot, but this was curtailed to 4 annas in the 9th bill, and again raised to 8 annas in the final bill.

It will thus be seen that there was no real necessity for the Petitioner to object to the first 8 bills, nor is it conclusive that he accepted the rates allowed in them unquestionably.

15. It may be argued that the Petitioner undertook to carry out some of the items claimed now without specific written orders from the D. P. W., and that therefore he must suffer the consequence whatever it may be; but he begs to point out that when the progress of a work is in full swing, it is not usual to insist upon written orders being furnished by the Officers concerned. The verbal orders issued by the Officers in charge are invariably taken for granted, and an attempt to obtain a written order for each and every kind of instruction given at the time of inspection is only calculated to annoy the Officers and tend to impede progress. The subordinates in charge of the work would have in the Petitioner's case objected to the deviations from the estimate, had they been unauthorized. There was no such objection, but on the other hand they recognized them. The Executive Engineer himself, during one of his inspections, ordered certain alteration to be carried out in a coping window. This was done and the payment therefor has been allowed in the final bill. *If in one case a work done without written orders is to be paid for, it does not follow that in others payments should be refused. When the work has actually been done and approved, though not provided for in the sanctioned estimate, payment at least on grounds of equity is inevitable. In short what the Petitioner prays for is a bare payment for the work that has actually been done for the D. P. W. and accepted and taken charge of by it, and for nothing else. The work that has been done but has not been paid for is all detailed in the Appendix.*

16. Copies of the petitions addressed to the Divisional, Superintending, and Chief Engineers and their orders are enclosed.

17. In conclusion the Petitioner begs to state that he underwent considerable trouble in bringing the construction of the building to a satisfactory completion. Owing to the delay that has been occasioned in the settlement of the accounts and other causes, the Petitioner has already sustained an appreciable pecuniary loss.

The Petitioner therefore, with all marks of respect and profound submission, prays that Your Excellency will be most graciously pleased to take the Petitioner's case into benign consideration, and order the payment of, the amount as claimed in the Appendix.

TIRUPAPULIYUR,
CUDDALORE, N. T.
19th January 1899.

}

The Petitioner begs to remain,
Your Excellency's most humble
and obedient servant,
(Signed) N. VIJAYARAGAVALU NAIDU,
Contractor D. P. W.

N. Vijayaragavalu Naidu
Contractor D. P. W.

Public Works (189) Department.

CURRENT No. 3391

Order

From The Advocate General
Madras

No. ...

Dated 17th April 1899

Received } 26.4.99
Registered } 24.4.99

Enclosures 11.

Spare copies.

SUBJECT.

Furnishing legal opinion
re the claims of Contractor of N.
Vijayarajavulu Naidu, Zimkili.
South Arc District.

0.2862

SAW

Q. 10
3391/98

Pro 2
6697/99

BACK PAPERS.

FURTHER PAPERS.

The Assistant Engineer
Public Works Department
South Arcot
Cuddalore

Most Respected Sir,

In bringing to your honour's kind and favourable Consideration and orders the following few lines, I beg most respectfully to state that under the personal instructions of the Divisional officers and overseers the works mentioned in the List attached have been carried out by me in connection with the Construction of the Tinkoviler Town Magistrate's office, to your honour's entire satisfaction with the full understanding that if any loss should be sustained I would be favoured with the concession of recouping the loss.

2

I have actually sustained a loss of about
Rs 1000, owing to Considerable alterations having
been made in the original sanctioned Estimate
in accordance with which I was to execute the work.
The alterations, as detailed in the accompanying
list are evidently such as could not be carried
out without an extra cost.

3

The increased rates which I claim in the list are due to increased quantity of work turned out by me and also to the employment of a better description of materials than

vided for in the Sanctioned Estimate. I beg
enumerate below some of the items which would
justify the payment of the increased rates prayed
for by me.

(1) In the Estimate a rate of Rs 15/- per 100 cft of brick
work in chunnam, and a rate of Rs 19/- per 100 cft
of Table moulded brick work have been provided
for. As table moulded bricks were employed
under the orders of the Departmental officers
for the whole building, I request that I may be
paid at the rate of Rs 19/- per 100 cft. The

Departmental officers considered that the use
of both Table moulded and Country bricks in
the construction of one and the same wall would
not strengthen the building, and therefore ordered
the use of Table moulded bricks throughout.

(2) I was ordered to use burnt stone for founda-
tion and basement instead of bricks, under
the orders of the Superintending Engineer, and
was informed that I would be paid the actual
expenditure incurred in the use of better
description of materials.

(3) A rate of Rs 1-2-0 has been provided in
the Estimate for every cubic foot of Cut
stone work. Though stones of same quality
were used, yet a rate of Rs 4-0-0 per cubic foot
in some cases, and Rs 1-2-0 in others were inserted
in the bill instead of Rs 1-2-0 throughout.

(4) A rate of Rs 13-9-0 per 100 cft is allowed in
the Estimate for Concrete broken bricks in
mortar, for foundation, and Rs 6-12-0 per
100 cft of flooring with 6 inches ordinary
Concrete. The overseer and his mistry

Compelled me to use the same description
of Concrete for flooring as that for foundation
viz broken brick in mortar, and the flooring
was therefore accordingly done. This being
the case, I was allowed in the bill only Rs 6-12-0
per 100 sq ft of flooring and Rs 13-9-0 per 100 cft
of foundation, instead of at Rs 13-9-0 for
both flooring and foundation. The flooring if
necessary may be examined.

(5) A sum of Rs 75 has been provided in the
Sanctioned Estimate for 1500 sq ft of plastering
with English Portland Cement @ Rs 5-0-0 per
square, whereas in the bill prepared by the
overseer on my behalf, only a sum of Rs 2-8-0
has been allowed to me for 50 sq ft of plastering
at Rs 5-0-0 per square, though I have done
1500 sq ft of plastering of the description
mentioned above.

(6) In accordance with the Estimate sanctioned
I was to do flooring with 3 inch Cement Concrete
@ Rs 10-2-0 per square, but I was instructed
by the Departmental officers to use 3/4 inch
thick stone jelly for 2 inches of floor and
powdered stone jelly of the size of peas
for the remaining one inch of floor; and the
work was accordingly carried out. This
entailed a very considerable manual labour,
not to speak of the Superior description
of the jelly employed for the purpose

flooring. The actual expenditure incurred by me is Rs 16-0-0 per square of flooring with stone jelly, which I request may be paid to me.

(7) The overseer presented to your honour and the Engineer and the Superintending Engineers, that the cost of pointing one square was Rs 4-0-0 when the work was done departmentally in order to ascertain the actual cost of pointing; but in the bill prepared by him, he allowed me only Rs 3-11-0 per square although the actual expenditure incurred by me was Rs 4-11-0 per square. I request that the difference of 1 Rupee per square may be paid. I beg your honour will take into consideration the fact that the rate of Rs 4 per square incurred by the Departmental agency need not be taken as a standard, for the specimen work of one square of pointing was done most economically for experimental purposes, and the rate of Rs 4 per square ascertained to have been incurred does not apparently include the proportionate cost of Supervision &c. The rate of Rs 4 must necessarily be excluded when the work is done by a Contractor on a large scale for which a considerable outlay of money is unavoidable. The interest on the money, the cost of Supervision, the Contractor's profit and other incidental charges, I beg, may be taken into consideration. A good deal of labour was exacted from me in

this item of work, which on inspection will prove to be far better than the specimen work done departmentally. The specimen work was confined to a plain portion in the wall for which no scaffold was needed whereas the work done by me embraces the higher parts of the building, arches &c, which a considerable amount of scaffold was indispensable, besides the extra labour entailed. This clearly shows that the work done by me deserves a much higher rate than Rs 4 per square of pointing.

(8) I was ordered to blast and remove the rock in the Compound and was promised 8 annas per running foot. For a portion of the work done by me I was paid 8 annas per foot at the promised rate, but in the bill prepared by the overseer for the remaining portion of the work, the rate of 8 annas was not only reduced to 4 annas for reasons which I am not aware of, but also the amount which had already been paid for the portion of the work done at first, was reduced by half and the amount retrenched was deducted in the Bill made for the remaining portion of the work. Thus it will be observed that I was paid only a rate of 4 annas per running foot for the entire work of blasting and

moving the rock, against the promised rate of 18 annas.

(9) The quantity of earth obtained from the excavation of foundation was utilized for levelling the ground and there was no earth left for filling in the basement. Consequently under the orders of the Departmental officers, earth was brought from a tank outside the Compound and the basement filled in with it.

(10) The roadway constructed with stone and brick jelly and earth was brought for the work from the tank referred to above. The wages alone of the Coolies who were employed in metalling and levelling the road, amounted to Rs 18/- which sum was obtained from me by the Overseer and disbursed by him to the Coolies by himself. Such being the case, only a sum of Rs 10/- was allowed to me in the Bill prepared. It is not understood why the materials used for the construction of the road, and the full amount of wages disbursed were not taken into consideration in drawing the Bill. No provision has been made in the Estimate for roadway, and therefore it is necessary that I should be paid for the actual quantity of work done by me in accordance with the rates prevailing in the Department.

(11) The sanctioned Estimate makes no provision for lead sheeting and tarring the ends of beams, frames of doors windows and ventilators.

These were ordered to be taken in hand by the Departmental officers, but the cost incurred by me was not included in the Bill drawn by the overseer on my behalf. The cost of lead sheeting alone comes to Rs 66, and that of tarring was to be ascertained on measurement.

(12) Plastering the walls (inside) with one coat of lime and colour washing with two coats not provided for in the Estimate - was done by me, and the actual cost per square was Rs 2-6-6, whereas the overseer has allowed me only Rs 1-9-0 per square. The details for the actual cost of Rs 2-6-6 incurred per square are given in the accompanying list.

(13) Cost of erecting the shed for storage of materials and scaffold, used to be paid by the Department, as has been done in the case of other Contractors. I request that a similar procedure may be adopted in my case, and the actual cost incurred by me may be paid.

(14) Under the orders of the Executive Engineer the coupling glass window which had been fixed in the wall was taken out and replaced with certain additional iron work thereto. The cost of this may be ordered to be billed for.

Brick jelly:- Reasonable rate Rs 7-8.
 by 100 cft may be allowed for the brick jelly
 taken instead of at the reduced rate of Rs 4-10-
 as entered by the Sub-overseer in the last
 bill. The following are the details of expenditure.

Value of Bricks	Rs 5-10-0
Breaking charge	Rs 0-11-0
Cart hire	1-3-0
	<u>Rs 7-8-0</u>

4 I have taken much trouble in bringing the construction of the building to a satisfactory completion and a personal inspection of the additional items of work done by me will fully convince your honour that my case is one deserving favourable consideration. The extra cost incurred by me is very considerable and unless the increased rates prayed for by me for the reasons assigned in the foregoing paras are sanctioned I will sustain a serious loss which it is doubtless not the intention of the Department to create to a Contractor who has all along implicitly obeyed the orders and instructions issued by its officers, and has discharged the work entrusted to him faithfully and satisfactorily. The additional works referred to above were undertaken only at the instance of the Departmental

officers, and in the interest of the work, and I am sure your honour will observe on an inspection of the work that my application for the payment of the additional cost incurred by me is not without reason.

5 In conclusion I beg most respectfully that your honour will be kind enough to inspect the building once more and after verification of my statements contained in the petition, to order the preparation of the final bill providing for the increased rates and additional cost due. For this act of kindness I shall feel ever thankful to your honour.

I beg to remain
 Most respected Sir,

Your honour's most obedient Servant
 /Signed/ N. Vijayaraghavalu haide
 Contractor D.P.W

Cuddalore
 20 April 1896
 Despatched 25 April 96

/True Copy/

Tiruppurudiyar
 Cuddalore N.E.
 19th January 1899 } N. Vijayaraghavalu haide
 Contractor D.P.W

Enclosure No: II

W^m #1144
3391

Enclosure ⁷¹⁰/₄ II

2

List showing the details of work for which payment of Extra rate is

prayed for by the Contractor of Simkovich Iron Bridge Works office

No	Description of work	Rates	
		Estimate	Claimed
1	Brick work in Superstructure per 100 cft	15	19
2	Burnt stone work in chunam for foundation and basement per 100 cft	16 8	30 10
3	cut stone work per cft	14	12
4	Concrete broken brick in mortar for flooring	6 12	13 9
5	Plastering with English Port land Cement 1/4 inch thick over Cement Concrete per square	5	5
6	Flooring with 3/4 inch thick stone jelly for a depth of 2 inches and with powdered stone jelly of the size of peas for the remaining depth of one inch	10 2	16
7	Pointing brick work with Engine ash per square	3 11	4 11

Reasons for the application of increased rates.

Table moulded bricks were used throughout. Please see para 3(1) of the petition

Burnt stone was used instead of brick. Please see para 3(2) of the petition. Details of work

1. Cut Stone per 100 cft at 2 as — 12-8-
 2. Lime, sand and labour — do — at 1 auna — 6-4-
 3. Labour for constructing 100 cft at 1 auna — 6-4-
 4. Do for dressing stones one course on top of the basement per 100 cft at 6 pice — 3-2-
 5. Contractor's Profit — 2-8-
- Rs 30-10-

The rate of Rs 1-2- per cft was reduced in the Bill to Rs 1-4- though stones of the same quality were used. Please see para 3(3) of the petition.

Please see para 3(4) of the petition.

The entire quantity of work done was not billed for. Vide para 3(5) of the petition.

The Estimate for flooring only with 3 inches Cement Concrete has been provided for whereas the work noted in Col. 2 of the list has been done. Vide para 3(6) of the petition. Details

1. Cost of Cement per square — Rs 11-4-
 2. Cost of 3/4 inch stone jelly for 2 inches and powdered stone jelly of the size of peas for one inch — 4-4-
 3. Labour — 1-6-
- Rs 16-10-

Please see para 3(7) of the petition

Details

1. 12 measures of lime — 4-3-
 2. 18 measures of Engine ash — 7-
 3. Labour for powdering the same into floor — 6-
 4. Labour for grinding the above materials together — 1-2-
 5. 4 Brick layers — 2-4-
 6. Boy coolies — 4-6-
 7. Sundries — 1-
- Rs 4-11-

8 Blasting rock per running foot

4 8

A rate of 8 annas per running foot was promised. Vide para 3(8) of the petition

9 Filling basement with earth brought from a tank outside the Compound

Please see Col 5 of the List

It is requested that payment may be made in accordance with the account maintained by the Treasury Vide para 3(9) of the petition Details

1. 670 Cart load of Earth at 1/4 anna per cart load — Rs 52-0-0
2. Labour for levelling &c — Rs 2.12-0
3. Sundries — " 4-0
- Rs 55-0-0

10 Construction of road way

10

Please see Col 5 of the List

No provision for this work has been made in the Estimate. Payment is requested in accordance with the rates prevailing. Vide para 3(10) of the petition Details

1. 6 Cart load of Stone jelly at 8 as per cart — 3-0-0
2. 10 Cart load of brick jelly at 8 as per cart — 5-0-0
3. Amount paid by the overseer to coolies for their wages to bring earth from a tank outside the Compound — 18-0-0
- 26-0-0

11 Lead sheeting and tarring ends of beams, frames of doors windows and Ventilators

Please see Col 5 of the List

The Enclosed Estimate makes no provision for lead sheeting and tarring. It is requested that the cost incurred may be paid. Vide para 3(11) of the petition Details for lead sheeting

1. Value of 375 lbs of lead sheeting at 80 Rs per Catty — Rs 60-0-0
2. Railway charge — 2-4-0
3. Cart hire — 1-0-0
4. Nails for fixing the same in the roof — 4-2-0
5. 4 Carpenters at 10 as each — 2-8-0
6. Sundries — 4-2-0
7. Contractors profit — 2-4-0
- 68-4-0

12 Plastering the walls (inside) with one coat of lime and Colour washing with two coats

19 2 6 6

The Estimate makes no provision for this work. Actual cost incurred is Rs 2-6-6 per square against 1-9-0 allowed. Vide para 3(12) of the petition. Details

1. Value of 2 paras Chunnam — 1-0-0
2. 1/2 of 2 paras Sand — 1-6-0
3. Labour including scraping — 4-14-0
4. Value of rain black — 4-4-0
5. 1/2 of lime for Colour washing — 4-2-0
6. Gum and Gonpectol — 4-0-0
7. Sundries — 4-0-3
- 2-6-6

13 Erecting of shed for storage of materials

" Please see
Schedule done by the Department.

It is requested that the actual cost incurred may be paid as usually done by the Department. Vide para 3 (13) of the petition.
A sum of Rs 50 was paid on the last occasion also for this item of work during the construction of District Munsiff's Court building at Tirukoviler.

14 Replacing coupling glass window with additional iron work

" Please see
para 5 of the list

Vide para 3 (14) of the petition.

Details

2. Brick layers — 1-4-
1. Cooly — " - 4-
3 Ironwork including hire 1-12-4
3-4-4

15 Brick jelly taken by the Department from the Contractor

4 10 78

Vide para 3 (15) of the petition.

Details

1. Value of Bricks — 5-10-
2. Breaking charges — " - 11-
3. Cart hire — 1-3-4
7-8-4

16 Give plank and large boards and post for attaching mukah

" Please see
col 5 of the list.

These were used and payment may be made on measurement. No provision was made in the estimate for this work.

17 Scaffold

" Please see
Col. 5 of the list.

A sum of Rs 50 may be allowed for this item of work Vide para 3 (17) of the petition.

Cuddalore }
20 April '96 }

/Signed/ N. Vijayaragavulu Naidu
Contractor D.P.W.

True Copy

L. V. Rajagopalapuram
Cuddalore M.S.
19th January 1899

N. Vijayaragavulu Naidu
Contractor D.P.W.

Tirupapoolijur

25th September 1896

S.

The Executive Engineer
South Arcot Division
Chidambore

Most Honoured Sir,

With all marks of respect and
Submission, I, N. Vijayaraghavan, Contractor Stationary Sub Registrar,
Office Tirukovilur beg to enclose Copies
of the marginally noted petitions which
I have addressed to the Assistant Engineer
and request that my claim may be ordered
to be settled in full.

I beg to remain
Most Honoured
Your honour's most obedient
Sd / N. Vijayaraghavan
Contractor D. 1

[True Copy]

Tirupapoolijur }
Chidambore N.S. } N. Vijayaraghavan
19th January 1899 } Contractor D. 1

* (1) Copy of petition dated 20.4.96
(2) Copy of statement which accompanied the above

10/12/96
3391

J. is a pauper

3. 4. 97

J.

The Superintending Engineer

V. C. C. D. P. W.

Madras.

Most Honoured Sir,

J. N. Vijayaraghavalu Naidu

Contractor Stationary, Submagistrate's office
Building Tirukovilur South Arcot District

most respectfully beg to submit the following
for your honours favourable consideration
and orders.

2

The Building referred to above
was completed by me so far back as 31. 3. 96;
but my claims have not been properly
settled till now. I beg to enclose a copy
of my petition addressed to the Assistant
Engineer on 20. 4. 96, and that of the statement
which accompanied it. A perusal of these
two documents will show exactly what my
claims are, and for what reasons I claim.
Certain particular rates should be paid to me
for the work done. It is hardly necessary
to reiterate the facts which I have explained
in the petition, and hence I make no mention
here of the details of the work for which

MW 43
26/1/97
3391

payment has not been made to me —
notwithstanding my representations and
the length of time which has elapsed.

3. On 18. 6. 96 the Assistant Engineer directed me to present myself before him at Tirukovilur at the time of his visit to that place in view of my claims being settled. I complied with the directions, and the Assistant Engineer was pleased after an inspection of the building to order the preparation of a Bill for Rs 64. On my representing that the quantity of work which I have detailed in the statement which forms an enclosure to my petition dated 20. 4. 96 might be measured and paid for, I was asked by the Assistant Engineer in 25/8/96 to attend his office at Cuddalore. I accordingly attended the office when I was required to sign a Bill for Rs 200. I refused to do this on the ground that my claims had not been fully considered, and was again summoned on 18. 9. 96 to sign the very same Bill for Rs 200. As I could not understand what items among those claimed by me were allowed and what disallowed and for what reasons, I petitioned the Assistant Engineer on 23. 9. 96 for information on those points, which I regret to state I have not been able to till now.

4

On 6th February 97, I was directed by the Executive Engineer to attend his office on the 8th idam and on appearing before that officer I was asked by him to sign a Bill for Rs 380. in full satisfaction of my claims but I was sorry to learn that even then my claims did not appear to have been gone into in full, and in consequence I expressed my unwillingness to accept the sum noted in the Bill which was for less than that claimed.

5

From the way the officers concerned have been raising the amount of the Bill from time to time, your honour will easily come to understand that the items of work done by me, and detailed in the statement justify the payment of certain rates, and that I make no unlawful claim.

6

What I pray for is that each item of work which I have described in the statement referred to above assigning my reasons for urging the payment of certain rates, may be kindly considered, and then the point whether I deserved to be paid for or not for it may be decided. As this has not been done I have been always at a loss to understand what are the items which have been disallowed, and for what reasons.

I therefore pray your honour will be pleased to

to go item by item as given in my statement,
and order the disbursement of the amount which
is due to me. In the event of your honour considering
that I do not deserve payment for any of the several
items of work carried out, I beg to be furnished
with a short memo showing the circumstances under
which my claim to payment is rejected - but
before coming into any such decision, I beg your
honour will be kind enough, in the interest of the
D.P.W. Contractors, to call upon me for an explanation
of facts connected with the claim so that your
honour may be enabled to see whether it is
justifiable or not and I shall most readily
submit the explanation.

8 In conclusion, I beg to submit for your
honour's consideration that I underwent
a great deal of trouble in completing the
construction of the building to the satisfaction of
the local officers and I have already sustained
some loss in the undertaking - which if the
present claim is not settled fully and
satisfactorily will affect me seriously.

I beg to remain
Most Honoured Sir

Your honour's Most obedient Servant -

/Sd/ N. Vijayarajavala Naidu
Contractor D.P.W.

2085
2000

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/True Copy/

Tirupapuliyur
Cuddalore N.I.

19th January 1899

Vijayarajavala Naidu
Contractor D.P.W.

Enclosure
No: IV

W 86
444 49
3391

J
o.

The Chief Engineer
Public Works Department
Madras

Most Honoured & Respected Sir,

I beg respectfully to submit for your
honour's perusal and orders a copy of the
order No 134 M dated 6th April '98 given
to me by the Superintending Engineer V. Circle.
I have been kept without payment of the amount
due, for the last two years and the difficulties
which I undergo in these hard days by having
to pay interest on a large sum of money
which I have borrowed on account of my
Contract, not to speak of the inconvenience
are daily increasing. I pray for early
settlement of my claim.

I beg to remain

Most Honoured & Respected Sir,

Your Most Obedient Servant

15A / N. Vijayarajavala Naidu
Contractor D.P.W.

Cuddalore N.T.
21st May 1898

[True copy]

Vijayarajavala Naidu
Cuddalore N.T.
19th January 1899 }
Contractor D.P.W.

Public Works (1899) Department.

No. 2060 C. of 13th April 99

Enclt.

CURRENT No. 761

3321/29

Referred to the Advocate General for opinion whether the Contractor's claim to be paid the actual cost, as represented by him, ^{From} ~~is~~ ^{Order} of various items of work, ~~would~~ be recognised in a Court of Law.

H. A. Sim Esquire J.C.
Private Secretary to
H.E. the Governor

No.

2. The contractor is evidently, like nearly all contractors in the Presidency, an ignorant man, who knowing little of such work, took up the contract for the Stationary Sub Magistrate's

Dated 23rd January 1899.

Received

Registered

Enclosures 9

Spare copies.

Office at Tirukoilur on speculation, and probably having lost money hereby, claims to have the right, where deviations have been made in the estimate, to settle what rates shall be paid to him, although the

SUBJECT.

Transfers a petition dated 19th January 1899 from N. Vijaya-
ragavala Naidu, District Engineer
South Arcot District claiming a
certain sum of money due to
him by the Public Works
Department.

By order

H. A. Sim
Private Secretary

NW 27
24/1/99

3391

BACK PAPERS.

No.	Date.
3643c	19-8-98 ✓
4378c	28-10-97 ✓
2761c	3-6-97 ✓
35w	6-1-97 ✓
1938w	26-7-93 ✓

the Engineer Officers who carried out the work state that a fair rate was given him in all cases.

ACK
12.4.99.

Arthur Col., R. E.
As. Secretary to Govt., P. W. D.

Paul

FURTHER PAPERS.

Heinrich

1. In this case the contractor claims a sum of \$1001.98 as a balance due to him for work done and materials provided. He admits he contracted to execute certain work "as per plan and estimate," and his present claim is in respect of "deviations" and "extras". The extent to which this claim can be established (if at all) is entirely a matter of evidence. Prima facie the contractor is entitled to pay for any "deviations" or "extras" which were ordered by the S.P.W. officers. The contract of July 12th, 1894, is not before me and I do not know whether it contains the provision usually found in English building contracts that the contractor should not be entitled to payment for "extras" unless the work has been done under a written order. It would appear from par. 15 of the petition that the contract contained some such stipulation. The contention raised

by the contractor in this paragraph
could not be sustained in a
court of law, and, in ordinary
circumstances, the fact that
written orders had not been
given in respect of the "extras"
would be an answer to the
claim. However, the point does
not seem to have been taken
by the Department and I
assume that they do not rely
upon it.

2. It is admitted that something
is due to the contractor over
and above the sum specified
in the estimate since the S. P. W.
officers appear to have assessed
the ^{extra} remuneration to which he is
entitled first at \$64, then
at \$200, and finally at \$300-3-4.
I do not think that the fact
that the contractor accepted payments
made during the progress of the
works without objection (even though these
payments were in respect of items 3

3
to which he now claims extra
remuneration) precludes him from
making the further claim which
he has set up. He appears
to have made his further claim
on the completion of the works and
as soon as the final bill was
placed before him for signature.
On the other hand, the S. P. W.
officers were in no way called
upon to specify in detail their
reasons for disallowing the contractor's
further claim.

3. With regard to the items set
out in the Appendix to the petition
the question of the right of the contractor
to be paid in respect of all or any
of these items could only be determined
after hearing evidence on both sides.
Speaking generally, claims for extras
arising out of building contracts are
nearly always well stated. Seeing
that the contractor's claim is entirely
a question of evidence it is of
course impossible to deal finally

4

with the matter upon his petition.
If no ~~unless~~ compromise is effected, and
the dispute the contractor persists
in his claim, the dispute must
be settled in a court of law.
If a suit is brought the defendants'
case would no doubt be prejudiced
to a certain extent by the fact
that in the first instance they
only admitted liability to the extent
of Rs 64 and that they now admit
liability to the extent of Rs 300.
3. 4. On the whole, I think
the best course would be for the
Department, ^(without prejudice) to offer the contractor
- say Rs 500 in full discharge of
his claim. If this offer is not
accepted I think that any suit
which he may bring should be
defended and - say Rs 500 paid
into court.

Arundell Stiles

Advocate General.

Dot...
April 17th 1899.

Without Prejudice

To

The Executive Engineer,
South Arcot Division.

Respected Sir,

With reference to your honor's Order No. 422-M-
dated 8th July 1899 offering the undersigned petitioner
Rs. 500/. in full and final settlement of his demand for
the construction of the Stationary Sub Magistrate's of-
fice building at Tirukoilur, he begs to state that, if, in-
stead of Rs. 500/., a sum of Rs. 775/. is offered, the peti-
tioner, to avoid further trouble, is willing to accept the
same in complete satisfaction of his claims.

2. If your honor is not inclined to increase the
amount from Rs. 500/. to Rs. 775/., the petitioner begs to
suggest that, in view of avoiding the worry and trouble
to which the D.P.W. officers and the petitioner alike
would be subjected by having recourse to litigation, a
Commission may be appointed to enquire fully into the
claims of the petitioner, and the petitioner is prepared
to abide by the decision of the Commissioner and will
accept the sum arrived at by him in final settlement of
his claim.

3. The petitioner respectfully begs to again re-
present that he has undergone a very heavy loss in exe-
cuting the work referred to and that, if a minute enquiry
is made in respect of his claims, it will clearly be seen
that his claims to Rs. 1,001-9-8, as put forth in his pe-
tition to Government, are not unreasonable.

The petitioner begs to remain,

Your Honor's most obedient &

humble servant

S. Vijayaragavan baidar
Contractor, D. P. W.

Tirupapuliyur,)
Cuddalore, N.T.,)
28th July, 1899.)

Copy of letter from B.A. Smith Esquire, Executive Engineer, South Arcot Division, to the Suptg. Engineer, 5 Circle, No. 513 S.E. dated 5 August 1899.

In continuation of my No. 443 S.E. 8.7.99 I have the honour to forward the contractor's reply to the offer of Rs 500.

2. I have not taken any evidence with regard to the contractor's claims as the Sub-Divisional officers and Subordinates in charge of the work have mostly been transferred, but from my records it would appear that this must have been done by Mr. Wilson and again to some extent by Mr. Garrett before they submitted their reports.

3. I have had two lengthy interviews with the contractor, but in the absence of direct evidence on either side, I could only be guided by my records, and as already reported as far as I can see from them and from an inspection of the building, the offer of Rs 500 is a fair one and I see no reason for increasing it.

4. The file of papers is ^{returned} herewith.

No 467 B.

To the Chief Engineer, P. W. Department

with

Enclosures: 2
1 file of papers received
with No. 12592/
11.5.99
Contractor's repl

