

E. P. H. (1948) Department

Ms SERIES.

G.O. NO. 2000

Edn

→ B2000

Dated

13. 8. 48

(18)

[Despatch Abstract.]

Stationery - contract 1945-46 -
Ordinary gum and slate pencils
Belated supply - Recovery
from the contractor M/s Kurnai
Stationery Stores Bombay -
Orders passed.

Back Papers.

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

Further Papers.

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

10 JAN 1948

2/22

STATIONERY-Miscellaneous articles-Gum ordinary-45-46-
Belated supply-Consequent additional expenditure-
Recovery-Orders-Solicited.

Messrs. Kumar Stationery Stores, Bombay quoted the lowest rate
Rs. 70/- per cwt. F.O.R. Bombay for the supply of gum ordinary for
their tender was accepted and the company were called upon to
supply 30,000 lbs. of gum ordinary in 2 instalments, thereby completing
the entire supply before 30th September '45. The company stated that for
booking the consignment, railway priority assistance was required and
requested this office, to address the Regional Controller of Railway
Priorities for a permit. In their original tender, the company did not
make any such provision to the effect that priority assistance should
be given to them. Nevertheless, the Commissioner for Civil Supplies, Madras
was addressed in the matter but this was not complied with. Subsequently
the company requested permission, to despatch a portion of the gum by
passenger train. Since the freight charges for passenger train are
excessive, the contractor was told not to despatch the gum by passenger
train, but to send it by goods train only. The company despatched
30,240 lbs. of gum by sea on 30-3-46 i.e., at the close of the contract
period. Since the supply of gum did not come in time, local purchase
was resorted to. The company were told that a sum of Rs. 8,913-15-0*
was recoverable from them to the Government, on account of belated supply
of gum and the extra charges involved in the replacement of Slate Pencils
as noted below. On refusal of the company, to pay the above amount, the
matter was referred to the Government Solicitor for his opinion. He has
stated that a sum of Rs. 5,531-4-0 which is the total cost of gum purchased
locally alone owing to the failure of supply in time, can be recovered from
the contractor as per the contract agreement entered into. As regards
Slate pencils, he has stated that the extra expenses incurred in removing
the rejected Slate pencils, also can be claimed from the company. The
company's Security Deposit of Rs. 3,390/- for 45-46 may be forfeited to
Government in part satisfaction of the amount payable by the contractor.
I request the orders of Government in the matter.

* 1) Transactions relating to Gum.

	Rs.	A.	P.
Amount recoverable due to fall in the price of gum in the year of supply (May 1946)	2,343	12	
Difference in freight charges between steamer and railway	40	1	
Shed dues	496	2	
Extra cost due to purchase of gum locally owing to failure of contractor to make supply in time, recoverable as per clause 16 of the agreement.	5,531	4	

2) Transaction relating to Slate Pencils.

First supply rejected and replaced extra charges involved in	502	12	
Total	8,913	15	0

Shadmanabhai

SUPERINTENDENT OF STATIONERY.

BM.7/1

the main file relative to this (and)
has been circulated to HM (in) on 6.2.48. The
file over, till its return 20.2.48.

KAB
9.2.48
CRA
10.2.48

over
11/2/48

20/3

Stationery - from ordinary -
Contract 1945 - 46 - Relative Supply -
Additional Expenditure - Resolving

2122

From the Superintendent of Stationery
no. B.4. 3468/43 of 6.1.48

Memo no 2122-2 C.S.D./9-3-48

The S/S is requested to send a
copy of agreement entered into
Contract with Messrs. B. & S. Ltd.
Stone, Bombay referred to in the
letter read above.

To ✓
The S/S
17/3/48

KAB
17.3.48

over
17/3/48

4/11/48
2/11/48
[Faint handwritten text in Tamil script]

From
The Superintendent of Stationery,
Madras at Guindy,
Madras 15.

To *AS*
The Secretary to the Government,
Education and Public Health Department,
Madras.

No.B.4.3468/45 dated 25-3-48.

Sir,

STATIONERY-Gum-Contract-45-46-Dispute.

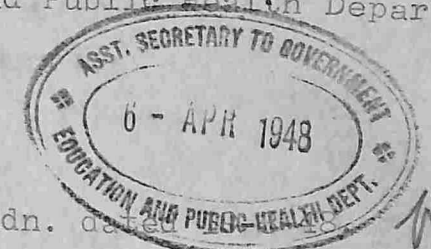
Ref:Government Memorandum No.2122-2-C2 Edn. dated

A copy of the agreement entered into with Messrs.Kumar-Stationery
Stores, Bombay, is herewith enclosed as required.

25100

BM.30
Encl:

R. Sathyan
2.4.48
for SUPERINTENDENT OF STATIONERY.



6 6

[Faint, mostly illegible handwritten notes on the left page, possibly including "Contract 1945-46" and "Beleli supply"]

2nd / 25/5

Memo 2122/48-C25-Edn. d. 24/5/48 9.40
 Shabaz - Gun army. C2
 Contract 1945-46 - Beleli supply.
 Recy for Messrs Xiner Shabaz
 Street, Bombay. Ref. ~~Chit~~ ^{S. 25}
 letter 3468/47 of 6.1.48

It is observed that there is
 a variation between the Contract &
 the letter from the ~~S. 25~~ ^{S. 25} ~~Shabaz~~. The letter
 of the ~~Chit~~ ^{S. 25} indicates that the
 Company was bound to supply F.O.R.
 Bombay. The copy of the Contract
 recites that delivery was to be
 made at the office of the Supt. of
 Shabaz (para. 8 of the Contract).
 The ~~Chit~~ ^{S. 25} is requested to state
 which is correct.

2. J.W. Supt.
 2 Shy.

JP
 no sum

21/5/48

1. The attention of the P. of S. is
 invited to the reference mentioned above
 and he is requested to expedite his reply.
 2. The P. of S. is requested to expedite his reply.
 3. The P. of S. is requested to expedite his reply.
 4. The P. of S. is requested to expedite his reply.
 5. The P. of S. is requested to expedite his reply.
 6. The P. of S. is requested to expedite his reply.
 7. The P. of S. is requested to expedite his reply.
 8. The P. of S. is requested to expedite his reply.
 9. The P. of S. is requested to expedite his reply.
 10. The P. of S. is requested to expedite his reply.

5/15/6
 Stationary - Gum ordinary - Contract.
 1945-46. - Related supply - Recovery from
 Messrs. Kumar Sasthianand Stores, Bombay.
 Ref - Govt's letter 3468 D 6.1.48.
 Govt. memo. 2122/48-C2-S D 24.5.48

Memo. 2122/48-C2 D 15-6

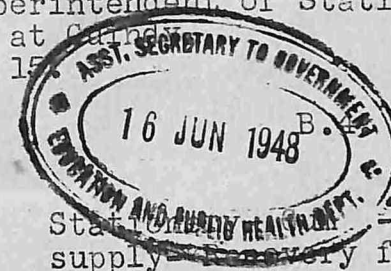
The attention of the P. of S. is
 invited to the reference mentioned above
 and he is requested to expedite his reply.

The P. of S. is requested to expedite his reply.
 12.6.48.
 JP
 15/6/48

P.T.O

From
The Superintendent of Stationery,
Madras at Quind
Madras 15

To
The SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPARTMENT
MADRAS.



B. 3468/45 dated the 8-6-48.

Sir,

Stationery - Ordinary- Contract 45-46- Belated
supply - Recovery from M/S Kumar Stationery Stores
Bombay.

Government Memo No 2122/48 C 2-5 Education D/245/48.

44498

It is presumed that Government Memo cited above refers
to para 6 of the agreement where in it is stated that the contractor
should deliver all the things free of charge in the office of the
Superintendent during office and not to para 8. The term of delivery
accepted is mentioned in the schedule (Page 11) of the agreement (ie)
F.O.R. Bombay. Clause of the agreement is only a general condition
mentioned in the agreement and terms of delivery are mentioned in the
schedule attached to each agreement entered into with the contractors.
As per the accepted terms of delivery, the above company was bound
to supply Free on Rail, Bombay.

E.P.H.(cr)

D. Subbarayasastri
SUPERINTENDENT OF STATIONERY

ARG 9/

at Guindy,
Madras 15.

No. B.4-3468/45.

Sir,

Sub: Stationery - Miscellaneous articles - Gum ordinary - 45-46 -
Belated supply - Consequent additional expenditure - Recovery
orders - solicited -
Ref: This office reference B.4-3468/45 dated 5-1-48. p1 auh

In continuation of my letter referred to above, I enclose a copy of the notice dated 5-1-48 received from Messrs. Bhaishakar Kanga and Girdharlal, the legal advisers of Messrs. Kumar Stationery Stores, Bombay. The points raised by the legal advisers are as follows:

1. That a sum of Rs.831-9-0 is payable to the company towards freight charges.
2. That their clients made efforts to get railway priorities, but failed in the attempts and hence their clients are not responsible for the delay in despatch of the goods and that their clients are not liable for payment of extra cost involved.
3. That their client cannot agree to pay Rs.2343-12-0 due to fall in the price of the gum.
4. That their clients cannot agree to pay the difference in freight charges as they have to ship the goods since no booking was available.
5. That their clients cannot agree to the payment of shed dues etc., since the bills of lading were sent in time and
6. As payment was made for the supply of gum unconditionally, all claims are waived.

As stated in this office reference quoted above, the accepted terms of delivery is F.O.R. Bombay. The company should have obtained the prior permission of Superintendent of Stationery for shipping the goods. In their tender, the company did not make any provision that railway priority assistance should be given to them. As per the terms of the agreement the company is liable to pay the difference in cost of the purchase of the article elsewhere on account of failure of supply in time. As the company did not properly endorse the bill of lading in favour of Superintendent of Stationery, the delay to get it done had to take place resulting in the extra charges, shed dues etc. Payment made for the supply of gum does not affect the position.

PSR:28/6

Encl: Copy of notice.

D. Subbarayasastri
for Superintendent of Stationery.

63/1948.

Bombay 5th January 1948.

By Regd Post A.D.

To

The Superintendent of Stationery of Stationery,
Government of Madras,
Madras - Guindy - Saidapet P.O.

Re: Your order for 30,000 lbs of Arabic Gum dated Jun 45.

....

Sir,

Our clients the Kumar Stationery Stores of Bombay have placed in our hands the correspondence passed between you and our said clients on the subject of your above order, for supply of 30,000 lbs of Arabic Gum their outstanding bills and payment of the deposit made by them with you, with instructions to write to you as under:-

We find from your letter to our clients bearing reference No. B.4-3468/45 dated 12th August 1947, that you claim a sum of Rs.8913-15-0 as recoverable from our clients, in respect of extra costs of alleged purchase of gum, difference in freight charges, shed dues etc as mentioned in your said letter. We also find a sum of Rs.6926-0-0 is lying as deposit with you. We further find that a sum of Rs.3470-15-0 is remaining due and payable to our clients in respect of outstanding bills mentioned in your said letter of 12th August 1947. We understand that our clients bill No.716.P dated 17th October 1946 for Rs.831-11-0 was submitted to you long ago. We find from your letter dated 7th November 1946 bearing reference No. B.4-3468/45 that you agreed to pay to our clients a sum of Rs.831-9-0 in settlement of our clients' said bill. As however you sought certain deductions to be made from the said amount to which our clients did not agree, the amount of our clients said bill has still remained unpaid.

As regards your alleged claim for Rs.5531-4-0 in respect of the extra costs of purchase of gum, our clients have made their position clear in their several letters to you.

As pointed out by our clients in their said letters, it was a matter of common knowledge that our clients had no priority certificate to send the goods by goods train. They have also pointed out to you more than once even before the dispatch of goods that no booking was available and they requested you to arrange for obtaining priority certificate to enable our clients to dispatch the goods by goods train. They also sought your instructions to send the goods by passenger train in the aforesaid circumstances. You however insisted upon the goods to be sent by goods train whenever booking was available. Our clients also tried their best to get booking for the goods train but without success. This position was duly intimated to you. It was not within our client's control to obtain booking for the goods train, and you insisted upon our clients to send the goods by goods train whenever booking was available. It will therefore be seen that our clients had to act according to your instruction and they are not therefore liable for the delay in dispatch of goods and no liability for the alleged extra costs can be foisted upon our clients.

Your claim for Rs.2343-12-0 under the head, "amount recoverable due to fall in price of gum in the year of supply (1946)" is also untenable and our clients cannot agree to the same.

As regards your claim of Rs.40-1-0 in respect of difference in freight, our clients as stated above had to ship the goods as no booking was at all available for the whole year. Your said claim is therefore entirely unjustified in the said circumstances and our clients cannot agree to the same.

As regards your claim for shed dues, the bills of lading were sent to you in time. If there was any error therein by reason whereof no delivery could be taken, you would have intimated to our clients about it

and sent

and sent the bills of lading to them for necessary correction. your sending the same after much delay on your side, to the Scyd. Navigation Co., Bombay. Such course adopted by you was entirely and it caused all this delay. In any case, we understand that del was taken by you on the strength of an indemnity bond. This could been done earlier to avoid delay. It will therefore be seen that if any caused in the matter was due to your aforesaid conduct and at and our clients cannot be held responsible for the same. Our clients cannot therefore agree to your said claim.

As regards your claim for Rs.502-12-0 under the head "Transaction relating to state pencils", our clients say that the said claim is much inflated. Our clients are only liable for railway freight and cooly charge in respect of the said item and our clients are ready to pay such freight and cooly charges as may actually have been incurred by you in respect of the said item. It will thus be clear that your claim for Rs.8913-15-0 is entirely untenable and the same is an after thought and is sought to be made to harrass our clients. In the circumstances our clients regret they cannot agree to the said alleged claim.

Without prejudice to what is stated above, our clients say that by reason of your having unconditionally and unreservedly paid to our clients their bill in respect of gum supplied to you under the above order, you have waived all your claims if any in respect of or arising out of the same.

We are under the circumstances instructed by our clients to hereby require you to send to our clients or to us as their attorneys the sum of Rs.4302-8-0 being the aggregate of their above stated outstanding bills with interest at the rate of 6 per cent per annum, on the respective accounts of their said bills from the date of their becoming due and payable till payment and also to return to our clients the security deposited with you within eight days from the receipt hereof by you, failing which our clients will have most reluctantly to adopt further proceedings in the matter for the recovery of their dues and securities. Our clients however trust better counsel will prevail and they will not be compelled to adopt any unpleasant proceedings in the matter.

(True Copy)

[Signature]
Manager.

ALL CORRESPONDENCE SUBJECT TO BOMBAY JURISDICTION.
Telegrams: KUMARSTORE.

Telephone: 16

KUMAR STATIONERY STORES.

Suppliers to:
Government, Railways
States, Localboards,
Schoolboards and
Municipalities.

WHOLESALE & RETAIL STATIONERS,
PRINTERS & PAPER MERCHANTS.

Manufacturers of
All sorts of
Account Books,
School Books and
Rubber Stamps,

9A, Nadirsha Sukhia Street, Fort,

To,
The Superintendent of Stationery,
Madras, At Guindy,
SAIDAPET.P.O.



BOMBAY, 22-7-48 19

Dear Sir,

RE:- Dispute about gum Arabic-Our payments and deposits withheld by you in this connection amounting to Rs.11000/ nearly.

We beg to ~~refer~~ confirm having wired you as under this day with reference to the above for the favour of an immediate reply and compliance:-

" SUPERINTENDENT STATIONERY MADRAS REMIT OUTSTANDING PAYMENTS AND DEPOSITS AMOUNTING TO RUPEES ELEVEN THOUSAND WITHIN FORTNIGHT OR FILING SUIT KUMARSTORE"

Thanking you,
Copy:- The Secretary To The Government in
The Department of Education and Public Works,
Madras, for information and needful action.
Yours faithfully,

[Signature]
Partner

17
From
C. Padmanabhan Esq., I.C.S.,
Superintendent of Stationery,
Madras at Guindy,
Madras 15.

18
To
The Secretary to Government,
Education & Public Health Department,
Madras.

No. B.4-3468/45.

dated 26th JULY 48.

Sir,



SUB: STATIONERY - Miscellaneous Articles - Gum ordinary -
45-46 - Belated supply - Consequent additional
Expenditure - Recovery - Orders - Solicited -
REF: This office reference B.4-3468/45 dated 5-1-48.
....

A copy of telegram dated 22-7-48 received from Messrs. Kumar
Stationery Stores, Bombay, is herewith enclosed for information. I request
that early orders may be passed on the reference quoted above.

PSR: 26/7

R. S. A. Digne
27.7.48
3/3 for Superintendent of Stationery.

OQF (16/30)

BOMBAY 22.

Superintendent Stationery, Saidapet.

REMIT OUTSTANDING PAYMENTS AND DEPOSITS AMOUNTING
TO RUPEES ELEVEN THOUSAND WITHIN FORTNIGHT OR FILING SUIT.

KUMARSTORE.

(TRUE COPY)

[Signature]
Manager, Stationery Office,
Guindy.

Ms. 2122 C2/48.

Sub:- Stationery - Contract 1945-46 - Ordinary Gum and slate pensils - Belated supply - Recovery from the contractor Messrs. Kumar Stationery Stores, Bombay.- Orders passed.

Read:- From the Superintendent of Stationery, No. B4-3463/47 dated 6-1-48, 8-6-48 and 26-6-48.

Order Ms. 21000 Edn. dated 13.8.48

The Government agree with the Superintendent of Stationery that the amounts noted below should be recovered from Messrs. Kumar Stationery Stores, Bombay, contractors for 1945-46 for the supply of gum ordinary, slate pencils, etc.

(1) Additional cost due to the purchase of gum locally owing to the failure of the contractor to make supply in time Rs. 5,531-4-0

(Rupees five thousand, five hundred and thirty-one and annas four only).

(2) First supply of slate pencils rejected

and replaced Extra charges. .. Rs. 502-12-0
Rupees five hundred and two and annas twelve only

The Govt agree with the view of the Sgs that the deposit of Rs. 3,390 (Rupees three thousand, three hundred and ninety) furnished by the Company should be forfeited to Government in part satisfaction of the amounts, and legal action should be taken against the Company to recover the balance.

The Sgs should pass a final order accordingly & take legal action

To
The Supdt. of Stationery,
Guindy.
" Accountant-General,
through Finance.

24/8/48

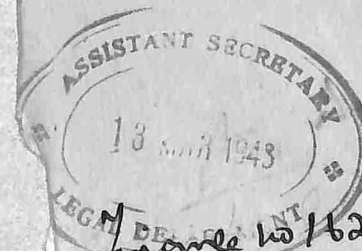
26/7/48

26/7/48

Stationery - Gum ordinary - Contract 1945-46 -
Related supply - additional expenditure on local
purchase - Recovery from Messrs. Kumar Stationery
Stores, Bombay.

Ref:- From the Superintendent of Stationery, No.B.4.3468/4
dated 6-1-48.

Messrs. Kumaran Stationery Stores, Bombay, were con-
tractors for the supply of gum ordinary and slate pencils for
the year 1945-46. Due to their failure to supply the required
quantities of these articles in time, local purchase was
resorted to involving an additional expenditure of Rs.8913-15-0.
The Company was asked to pay this additional expenditure
incurred by Government. They have refused to do so. The
Government Solicitor, whom the Supdt. of Sty. consulted is of
opinion that a sum of Rs. 5,531-4-0 in respect of gum ordi-
nary and extra expenses incurred in removing the rejected
slate pencils can alone be claimed from the Company. The
Superintendent suggests that the security deposit of Rs.3,39
furnished by the Company ~~in respect of~~ may be forfeited to
Government in part satisfaction of the amount. This proposal
may be accepted. As regards the balance, legal action may
be taken against the Company to recover the amount.
2. Finance and Legal may see for remarks.



Finance (C. Sub A) Sept.
Finance may agree to the proposal at M

The case may be passed on to Legal.

The Government Solicitor seems to have given his
opinion after seeing the contract agreement. The agree-
ment is not in the file and without seeing it, it is not
possible to express any opinion. E. & P.H. may obtain
the agreement and examine in consultation with Revenue

the feasibility of recovering the balance under section 52 of the Revenue Recovery Act.

A draft memo to the Superintendent of State
is placed below for approval with
reference to x on page 1 anti

17348

mm
9/20/68

[Lensed as of series no. 2122-2 or long 19348]

Sum of m. 17785 -

Sum. 17785 -
no 25100 from the 5 y 5 no. 4. 3468/459 25.368

No 25/00 from the
The Superintendent of Stationery has sent a
copy of the agreement entered into with
Messrs Thomas Stationery Stores Bombay.

under clause 16 of the agreement, ~~grant~~. p 4 or 8
may recover the balance from the
contractor under Section 52 of the Recovery
Act. My best and to you page 17
this day.

1203

9.4.48

4-48 The difference between the price of the articles which the Contractor has failed to supply in time, and the price paid for those articles which were consequently purchased elsewhere can be charged to the Contractor - In addition,

19819

Al: 22 of the
fine German
prints, too, in
the perspective of
deposits.

✓ p 17 2
Wanda Carter
BK M¹¹/₁₆

not exceeding a sum of 1
for each day during which the delay
has occurred can also be imposed
upon the Contractor - The Supt. apparently
considers that no penalty is necessary in this
The amount mentioned by the
Supt. of Stationing in his letter in B
of represents the loss sustained by the
Supt. in consequence of a breach
of Contract" and will therefore be
recoverable under Section 52 of
the Revenue Recovery Act

Revenue & Legal Mag

See —

lies

19.4.48

SA 2122-42 Euro

26412

R 24647 C

c' $\frac{v}{v_0}$ 14

TU AS III

Rev. Report

Please see the letter in CF
and the notes from p.1 above.

b1 CF

2 The firm is in Bondage

It is not clear whether it has any properties,
movable or immovable, in this Province and,
and if so, whether those properties are in Madras

or elsewhere. The Madras Revenue Recovery Act does not apply to the Madras city and the city Land Revenue Act, which applies to Madras city, does not contain a provision similar to

one in section 52 of the Madras Revenue Recovery Act. Unless the firm has properties in this Province outside Madras city, it seems there is no scope for using the provisions of the Madras Revenue Recovery Act. The file may be passed on to Legal, who may consider whether the provisions of the Revenue Recovery Act, 1890 (India Act I of 1890) can be used in this case.

The provisions of the Revenue Recovery Act, 1890, may be resorted to in this case.

4.5.48 S 26/6.548 Legal Dept



Legal Department

There is a variation between the contract and the letter of the Collector. The letter of the Collector indicates that the company was bound to supply F.O.R. Bombay. The copy of the contract recites that delivery was to be made at the office of the Superintendent - See paragraph 6 of the contract. Will B.P.H. kindly state which is correct?



CP14 Legal memo 569

Please see the Legal Dept's letter on 1-4-48. The point may be put to the Collector. Draft submitted.

JD 20.5.48

DSM 21/5/48

For the Supdt. & Shy. of 20.6.48

Please see the reply of the S. & S. on 1-9-47. The pt may now be sent to Legal at other instance. The information has been called for.

JD 23.6.48

DSM 24/6/48 Legal

EDN. 10. 2122/48-5C2D/25/4/6

75772

Legal Department

It is inferred from the letter of the Superintendent of Stationery at page 10 c.f. that the entry at page 9 of (X) "F.O.R. Bombay" is in supersession of clause 6 which binds the contractor to make the delivery in the office of the Superintendent. If this be correct, the opinion of the Government Solicitor may be accepted.

It is very doubtful whether the provisions of the Revenue Recovery Act can be resorted to in this case.



H24

Legal memo 24647C/4 6.5.48

For the Supdt. & Shy. No B. 3468/48 25.6.48

49602

A draft memo. will refer to X also is submitted. After issue, the point...

The letter on 12/7/48 will be no more
 further reference should be made
 to the Supdt of Stationery. It is
 clear from the last sentence on
 page 10 of that company was
 bound to supply free of rail Bombay
 for the reasons stated in the
 last paragraph of para 2 of action
 taken by Stationery Dept on 2/7/48
 to maintain the order. See at no

Ref: Mss. Kumar Stationery Stores, Bombay d 22.7.48.
 A copy of letter from Mss. Kumar Stationery Stores, address 295.
 Draft order is subd for approval.
 Legal, Home & Finance may see us.
 Mss. Kumar Stationery, Bombay,
 has sent a copy of their telegram dated 22.7.48
 to the Supdt. of Stationery, informing the S. of S.
 that this amount of deposit & outstanding
 amounting to Rs. 11,000/- should be remitted
 within a fortnight failing which a suit
 will be filed.

A draft order with reference to this
 order at 'A' above is subd for approval.
 Legal, Home & Finance may see us.
 The draft order was issued
 by the clerk before circulation to
 the Minister. The clerk's explanation
 is being called for. The file may
 be circd. to H. O. (S. O.) for perusal
 now.

ASSISTANT SECRETARY
 23 JUL 1948
 LEGAL DEPARTMENT

EPHVO M
 2122 C2/48-8
 27.7.48
 09247

no 926/48-1
 d 29.7.48

80 JUL 1948

54704 A

POST. SECRETARY TO GOVERNMENT
 4 - AUG 1948
 DEPARTMENT OF REVENUE AND FINANCE

58011
 fin. 54704 A/48-1
 2.8.48

SECRETARY, EDN. AND P. & M. DEPT.
 9 SEP 1948
 GOVERNMENT OF MADRAS

in order to be paper and money to
 pay for bond order
 (10) 11/8/48

(Previous note of Fin. on p. 1 above)
 The case deals with the proposal of E.P.H.
 to recover the additional expenditure incurred by the
 Govt. in purchasing locally gun and slate pencils
 as account of the failure of
 the required quantities of gun ordinary and
 slate from Messrs. Kumar Stationery Stores,
 Bombay, the contractors for 1945-6. It is proposed
 to forfeit the security deposit of Rs. 3,390/-
 furnished by the Company and to recover the
 balance by legal action under sec. 52 of the
 Revenue Recovery Act. Fin. and Home (agreed to be
 proposed). (Legal is doubtful whether the Revenue
 Recovery Act can be resorted to in this case).

2. The draft order as amended by legal
 may be accepted.
 28/8/48 EPH

Please see the legal and finance notes above
 The draft order as amended by legal may be now
 issued.

11/8/48 S
 14/8/48 (M. (W.))

The draft order was issued
 by the clerk before circulation to
 the Minister. The clerk's explanation
 is being called for. The file may
 be circd. to H. O. (S. O.) for perusal
 now.

3/7/48 S
 1/8/48
 9.9.48

and that the draft order
the file below has ~~been~~ by
mistake been issued without
the case being circulated to
H. M. (Edm) as marked by
Secretary. The clerk with
who was working in the 'Stationery'
seat was a new hand; he
has since been posted ~~as~~ to
the Prime Section of an Examiner.
The mistake is very much regretted.
Subm^d for orders whether the
case should now be circulated
to H. M. (Edm).

Secretary's Entries at A above.

It is found in this connection that only four copies without the originals are sent by the Finance Section to Supdt. for signature. It is not therefore possible for Supdt. of other Sections to verify whether the drafts are marked for issue or not. Only in cases where there appear to be some glaring omissions or mistakes in the typed copies, Supdt. call for the origls of the orders, & and verify them before signing.

81.
2.5.0r

DM:
2/9/48 S C. B

Having been at the
 Anne Gentry
 taken in person
 being had in mind before
 him but he is still
 living in the fair
 legs is correct. will
 use to the animal
 process

Extract taken
by current section
(14) or further action

49/28 Please see

noti below:

A chair will be
against the clock

19/68 S. 1/2