

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No.	1308	(W)	Press
B.P. No.			Mis.
Dated	26.5.		1876.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
26th May 1876.*

No. 438. Read the following letter from Lieutenant W. G. BEVAN, Officiating District Engineer, North Arcot, to Major-General G. W. WALKER, R.I. Secretary to Government, Public Works Department, dated Ranipet, 12th May 1876, No. 520 :—

With reference to G.O., No. 38, dated 7th January 1876, I have the honor to submit the copy of judgment of the case brought against the Overseer of Chendragherry Taluq.

1 Copy of Judgment.
1 Extract.

2. It will be seen from the extract of the decree that the cost, &c., of defence, Rupees 137-14-6, has been ordered to be paid by the plaintiff.

3. I have attended the Court during the hearing of the case, and am of opinion that if a proper officer was in charge of the taluq there would be no dispute about the work, and I consider it very wrong to permit a Sub-Overseer to deal with a work estimated at Rupees 3,800.

4. I inspected the work, but could not check the quantities after a lapse of nearly four years, but decidedly the tank is not in an efficient state of repair.

No. 439. ORDER THEREON, 26th May 1876, No. 1,308.

ESTABLISHMENT, No. 37.

RECORDED. It is observed that the judgment is in favor of Mr. Enright, the Overseer and second defendant in the suit, and that the plaintiffs have been cast in his costs, Rupees 137-14-6.

(True Extract.)

Colonel,
Offg. Under Secy. to Govt., P.W.D.

To the District Engineer, North Arcot.
„ Examiner of Public Works Accounts.
„ Chief Engineer for Irrigation.

Exd. S. T. Austin.
Spare Copies

No. 54

3 July 1875

Judgment

In the Court of the District Munsiff of Dargachery
Present.

G. Parthasarathy Esq. District Munsiff
Original Suit No. 154 of 1875.

Suit to recover Rs 2 497-7-11, being
balance of the Contract Money due to Plffs
by Defendants.

Plaintiffs' Case is as follows.

On 28th July 1872, One Nadamuni Nayadu
the then overseer, orally contracted with 2^d
Plaintiff to pay him 4000 Rupees for the
entire repairs to the Aulala Tank. The repairs
in question consisted of stone work inside
the tank bunds: of earth work on the bunds:
and of sloping and turfing the bunds: On
about 3^d August 1872, One Mirasadani Modaly
who succeeded the aforesaid Nadamuni
Nayadu, seeing that 2^d Plaintiff was alone
incapable of executing the entire repairs, —
entered into an oral agreement with Plffs
to the effect that Plaintiffs should jointly
execute the repairs and draw from the —
aforesaid Rupees 4000, the amount due
on such portion of the work as they might
1st sheet.

[Handwritten signature]

ॐ नमो भगवते वासुदेवाय
 श्री योगेश्वर महादेवाय नमः
 ॐ नमो भगवते वासुदेवाय
 श्री योगेश्वर महादेवाय नमः

measure and deliver. Plaintiffs accordingly commenced the work and jointly executed a portion of the repairs where the aforesaid Muesammi Modalg. with Plaintiffs' assent, contracted with a third party for the execution of the earth work on the South side alone of the bund for Rs 500, which (earth work) had formed a portion of the entire work originally let to Plaintiffs. Plaintiffs, upto December 1874, executed a portion of the stone, earth, and sloping works belonging to the remaining portion of the contract and gave due intimation thereof to the then Overseer (Nadamuni Nayadu), who paid them (Plaintiffs) Rs 682—9—". While Plaintiffs were subsequently sloping the earth work on the bund, 1st Defendant who had become a mere subcontractor in 1st Plaintiffs' $\frac{1}{3}$ share of Plaintiffs' Contract, on condition of receiving $\frac{1}{3}$ of the profit, having colluded with 2^d Defendant, the latter, without Plaintiffs' assent and in spite of justice and Manual paid the former Rs 1127 out of the balance (Refuses to sheet.

2. sheet.



2497-7-11) due to Plaintiffs for the work executed by them. 2^d Defendant had no authority to pay and 1st to receive that sum. 2^d Defendant having got executed by others the turping work for Rs 300 and the remaining sloping work for Rs 20. Plaintiffs relinquish their claim to those sums (320). Plaintiffs sue to recover from Defendant's Rs 2497-7-11 being balance of the Contract Money due to them (Plaintiffs) for the work executed by them i.e. earth work, stone work and a great portion of the sloping:—

Amount due for the entire repairs —	Rs 4000-0-0
Deduct earth work given to others	Rs 500-0-0
Surfing executed by others,	300-0-0
Balance of sloping executed by Def'ts	20-0-0
Received by Plaintiffs Rs	682-9-11
	<u>Rs 2497-7-11</u>

2^d Defendant. Salug Querder, answers as follows.

1. — 2^d Defendant does not know whether the repairs of the tank in question had before his arrival in the Salug been —
 3^d sheet.

OK

1. executed by Contract or by task work.
2. Overdeers have no authority to get works done by Contract. Had the repairs in question been given to Plaintiffs on Contract, as alleged by them, written agreements would necessarily have passed between them & 2^d Defendants predecessors to that effect and Plaintiffs would have lodged the requisite deposits in 2^d Defendants office. Further, whenever any work is given out to any one on contract such work or any portion thereof can be given to no one else.
3. Plaintiffs do not pretend that they have given any such agreement or made any such deposit or that themselves and no others have finished the repairs in question, nor is there any writing in 2^d Defendants office to show that the work in question was given to them on Contract on 28th July 1872 or that themselves and no others finished it.
4. 2^d Defendant deposes that when Nadamuni Nagadu and Mamedani Modali had charge of the Salug. 2^d Plff. may 30th.
- 4th sheet. 16

had orders to execute earth work but that
on 1st Plaintiff refusing to do it, 1st —
Defendant and 2^d Plaintiff jointly did
it: that on 1st Plaintiffs' application,
he (1st Plaintiff) was subsequently joined
in the work with 2^d Plaintiff and 1st Def^t:
that as they began to defraud the Govern-
ment (by trimming old pits as orally
alleged) the work was given to others —
pieces and that payments were made to
the coolies for the work done by them —
after it had been duly measured. The
work was being carried out in this manner
when 2^d Defendant took charge of the Survey.
Some work was given by 2^d Defendant to
1st Defendant on the latter's application
dated 15th May 1874. Plaintiffs acquiesced
in this act by not taking exception thereto.

5. 2^d Defendant introduced no system
not followed by his predecessors.

6. Plaintiffs never completed the
repairs in question by doing but a little
in this and a little in that. Others have
completed them. The above method of
carrying out the work rests with the Overseers

5th sheet.

C/16.

13

and not with task workers. All those that worked received from time to time payments for their respective works.

2^d. Defendant has submitted a bill to his Superior for Rupees 302—1—6 remaining still due to Plaintiffs. If they did not draw the money, the fault rests with them and not with 2^d Defendant.

2^d Defendant questions the correctness of the amount claimed by Plaintiffs.

3^d. Defendant answers to the following effect.

1st. Defendant, at the end of 1872 took his share in family property and lived since apart from this Defendant till he (1st Defendant) died. His property did not come to 3^d Defendant or to Defendants 4 & 5, his (3^d Defendants) wards. There are mediators and accounts (still with mediators) to prove the partition. 3^d Defendant says that himself and his wards (Defendants 4 and 5) may be exonerated from all liabilities.

4th. Defendant answers to the effect—
following:—

5th sheet.

C/o.

1st Defendant was entitled to $\frac{1}{3}$ and not $\frac{1}{4}$ of the profit arising from the repairs in question. Plaintiffs did not execute the entire work as alleged in the plaint. This displeased 2^d Defendant to such extent that he dismissed Plaintiffs from the work. Plaintiffs and 1st Defendant kept quiet, seeing that they had no right whatever to insist upon their completing it (the work). 1st Defendant, then quitted Plffs and upon his own separate application had some work given him and plaintiff mentioned sum paid to him towards the work performed by himself, some more being still due. This sum has nothing to do with the work done by him and Plaintiffs jointly. No permission needs from Plaintiffs to draw this sum. Plaintiffs never gave 1st Defendant any portion of the amount due for the work done by them and 1st Defendant together. This Defendant has inherited no property from 1st Defendant enough to render herself liable to his incumbrances. 1st Defendant prays for his discharge from

7th sheet. *res.*
C.H.

the suit with costs.

1st Defendant was reported to be dead.

Defendants 4 and 5 were declared experts.

Plaintiffs reply that Defendants 1-3. 4-5 are undivided: that the allegation that 1st Defendant entered into partition is not correct: that family property continue in 3rd. 4th. 5th & 6th.

Defendants joint possession and enjoyment: that since the quarrel in the matter of the repairs in question, Defendants 1 and 2 got up in collusion some records: that 1st Defendant never apart from Plaintiffs did any work in connection with the repairs.

The following issues were settled.

1. Whether the entire repairs of the tank in question were given to Plaintiffs in August 1872 for Rs 4000 and whether it was given on task work or on a regular contract.
2. Whether Plaintiffs executed repairs for Rs 3180 as alleged by them or for Rs 900 alone as alleged by 2nd Defendant.

8th sheet.

Wb.

3. Whether 2^d Defendant has, by virtue of his office, power to get the repairs or any portion thereof executed by others and if so under what circumstances.
 4. If Plaintiffs executed the repairs for Repees 900 alone, who executed the remaining portion of the repairs and by whose orders and for what amount?
 5. Whether 2^d Defendant was wrong in paying and 1st Defendant in receiving Rs 1127— " — "
 6. Whether Defendants 3 to 6 or which of them is or are liable to pay incumbrances against 1st Defendant.
- Plaintiffs filed the following exhibits
- A. Bill of expediture on repairing the bund of Atvilala tank dated 12th August 1875.
 - B. Copy of estimate dated 30th Sept^r 1873.
 - C. Copy of Laked dated 19th June 1873. No. 148.
- and examined the following witnesses
1. Mr. Euright. (2^d Defendant)
- 9th shut. C/o.

2. Kurnam Memidani (3rd Defs 1st witness)
3. Uppara Gangadu
4. Jada Gangadu
5. Uddagiri Tekkatragadu
6. Bangam. Buehigadu
7. Kurnam Kalappa
8. Khajana Greenivadu Row
9. Kuppasamaya
10. Gerra Chugadu
11. Nalla Chugadu
12. Yisanakula Guruvareddy
13. Shondamarati Subbareddi
14. Leudu Tekkataredi
15. Mittapalem Memreddi
16. Aailala Kurudareddi (1st Plaintiff).

2nd Defendant filed the following exhibits.

- I. Copy of order dismissing Plaintiffs dated 14th May 1874.
- II. Assistant Engineer's Memo dated 25th April 1874 No. 53.
- III. Copy of the Lokid given to 2nd Plaintiff under date 19th June 1873 No. 48.
- IV. Muchilika dated 4th September 1873 10th sheet.

C. H.

- VI. Muchilika dated 4th September 1873.
- VII. Arji from Plaintiffs to the Wallaja Range Overseer dated 30th June 1873.
- VIII. 1st Plaintiffs report to the Salug Overseer dated 16th September 1873.
- IX. Bill of expenditure dated 12th August 1875.
- X. Do. 28th March 1876.
- XI. Report of the Maistre to the Salug Overseer dated 6th February 1874.
- XII. Do. dated 28th April 1874.
- XIII. Do. dated 30th April 1874.
- XIV. Do. 13th May 1874.
- XV. 1st Defendants application dated 15th May 1874.
- XVI. Bill of expenditure dated 16th December 1874.
- XVII. Do. dated 24th February 1875.
- XVIII. Do. of Krishnamachary.
- XIX. Do. of Subbramaniah Modaly.
- XX. Do of 1st Defts dated 19th July 1875.
- XXI. Ryfyzats dated 1st September 1873.
- XXII. Notes on inspection of Wallaja Range Officer dated 20th May 1874.
- XXIII. North Arcot Village sheet dated 17th March 1873.
- XXIV. 1st Defendant filed the following exhibits 11th sheet.

IV Account Book.

XVI — do —

25

3^d Defendant examined the following witnesses

1. Karnam Muresaini (Plffs 2^d witness)
2. Puli Tarada Reddi
3. Dasari Reddi
4. Nandala Subbatreya.

2^d Defendant examined the following witnesses

5. Pudi Kotala Charlu
 6. Subbatachala Moodaly
 7. Tenayakau
 8. A. Narayana Reddi (3^d Defendant)
- 8th Defendant examined the following witnesses.

9. Nasarkhan
10. Bairagi Varadani
11. Subbatreddi

As to 1st issue

Nadammuni Nayadu D. P. W. Overbur
of the Chendragherri Taluk, assigned to
2^d Plaintiff on 19th June 1873 and not on
28th July 1872 as erroneously stated in the
12th sheet.

C/o.

27

plaint, a portion alone of the repairs of the
Lank in question for Rupees 1000. The
repairs so assigned consisted of earth work
Vc. (C. III & Plaintiffs 2^d and 16th witnesses
es). Moonisani Modali, his successor,
made 1st Plaintiff 2^d Plaintiffs partners
Plaintiffs and one Mogili Chengareddi
entered into an oral agreement to the
effect that Chengareddy should, for $\frac{1}{3}$ of the
net profit in the repairs, lend money for
the work, Plaintiffs taking each $\frac{1}{3}$. (Plffs
witnesses 8 & 16). 1st Defendant was also
taken by Plaintiffs as partner in the
business on the recommendation of
Moonisani Modali, who said that 1st
Defendant's share should be $\frac{1}{3}$. The
evidence as to whether 1st Defendant was
Plaintiffs' copartner or 1st Plaintiff's sub-
partner, and as to what share he held in
the business in question is contradictory.
According to Plaintiffs' 2^d witness, ^{when} 1st
Defendant was taken partner, he asked
Plaintiffs for $\frac{1}{4}$ share. Plaintiffs offered
to pay him monthly salary. 1st Defendant
13th sheet. D.H.

21

declined to take the salary and asked Plaintiffs for share. Thereupon Plaintiffs kept quiet. While according to 1st Plaintiff, as 2^d Plaintiff declined to make 1st Deft. copartner, 1st Plaintiff made 1st Defendant - and his subpartner for a moiety of his (1st Plaintiff's) $\frac{1}{3}$. While again, according to Plaintiffs 8th witness, Plaintiffs and 1st Defendant told him that 1st Deft's share in the repairs assigned to Plaintiffs was $\frac{1}{8}$. But whether this $\frac{1}{8}$ is in Plaintiffs entire repairs or, 1st Plaintiff's $\frac{1}{3}$ share in them, the witness does not know. His witness further says that the partners deposited, as capital, each some money, i.e., 1st Plaintiff Rs 200, 2^d, 16 and 1st Defendant, 40. IV, filed by 6th Defendant, widow of 1st, as a true account Book and which Plaintiffs admit to be the account book kept by them and written by their 2^d witness and 1st Defendant, contained, however, no entry of these deposits, save that of 2^d Plaintiff. The entries marked B in one of the last pages of this 14th sheet.

C/16.

31

book and admittedly made by Plaintiffs' 2^d witness, some in pencil and some in ink show that, between 15th Ani Augirasa (27th June 1873) and 29th Adi Primukha (11th August 1873) Chengareddi lent to the firm Rs 1200 and that Plaintiffs and 1st Defendant executed the repairs in question with the aid of these loans and with 16 Rs deposited by 2^d Plaintiff. The expenses incurred by Plaintiffs upto 24th Peratale Uthiranga (8th October 1873) is Rupees 1291-14-— as per C in the 1st page of the 9th sheet in IV. The District Engineer, C/1st Plaintiffs evidence, VIII. X. A & B show) considering the original estimate (Rs 5000 as stated by 1st Plaintiff) to be excessive, sanctioned Rs 3800 alone for the entire repairs of the tank.

Plaintiffs, who state in their plaint that Munesami Modali let a portion of the earth work to third parties with their assent, have no witnesses to support them. These 3^d parties appear to be Pande
15th sheet. C/16

33

Krishna Chari and Subramania
Modali. On the other hand, Defence i-
witnesses b and c prove the contrary.
Plaintiffs pretend that turning forms
a portion of the repairs let to them and
that 2^d Defendant got it executed by
others. They do not, however, say that it
was let with their assent, nor do they
claim any damages from 2^d Defendant,
for having deprived them of the profit
which they are likely to enjoy if themselves
had executed it. Plaintiffs' 1st witness
as well as 1st Plaintiff clearly admit that
when the repairs were assigned to Plffs
they were not told by ^{the} D. P. W. Officers -
whether they were given to them as task
work or on contract. 2^d Defendant, as
Plaintiffs' 1st witness, swears that Over-
seers are not bound to inform taskers
if the repairs assigned to the latter are
task work or otherwise. Their 2^d witness
swears to the repairs in question having
been expressed to them as task work.

35

Further, the Bill I which bears 1st Plaintiff's signature and on which 1st Plaintiff drew Rs 682-9-0 on 11th April 1874, is headed with the words "task work". Further Para 10 in II, purporting Assistant Engineers Memo dated 25th April 1874, shows that contract work properly so called has been prohibited by Government. I therefore consider that the sanctioned estimate for the entire repairs of the tank in question is Rs 3200; that D. P. W Over-
seers assigned to Plaintiffs a portion alone of the said repairs as task work and that 1st Defendant was partner in the repairs executed by Plaintiffs. This evidence as to whether 1st Defendant was Plaintiffs' copartner or 1st Plaintiff subpartner as well as what share he is entitled to is not clear.

As to 2^d issue.

2^d Defendant himself admits that Plaintiffs executed 95 by 78 Cubic 17th shub. JH

yards of earth work for Rs 984-10-6
as per measurement lists annexed to I
and A and as per I and A. The Range
Officer, finding the stone work partly
done by Plaintiffs not satisfactory
remarked in the 4th para of his note
paper XVIII dated 20th May 1874, that
it should be ripped up and reconstructed
- ed: that the stones were too small for
the work: that the present taskers (Pliffs
and 1st Defendant) could be given
another trial but that should they
fail or be slow, 2^d Defendant might
employ other agency paying to Plaintiffs
for the stones, they had upto that time
collected, at 9 annas per Cubic yard.
2^d Defendant, as Plaintiffs 1st witness
as well as Defence 5th witness, a Maistri
at the work, show that 2^d Defendant
gave Plaintiffs another chance: but
without effect. XI, dated 6th February
1874, Defence 5th witness's report, supports
Range officer's remark. Saked No. I. VII
XIII, XIV, & XVIII dated respectively
18th Feb.

39

14th May. 28th and 30th April, 13th & 20th May 1874 show that Plaintiffs proved them-
selves to be unfit as stone workers: that
they did not do work as directed by 2^d.
Defendant and by his 5th witness and
that they were, in consequence, dismissed
from the work by taking No. 4 (I) shown
to have been duly delivered to 2^d Plff
by 2^d Defendant's labour, Defence 7th
witness, before Defence 5th witness.

On the application IV, of 1st Defendant
who had been admittedly executing
the repairs in question, along with Plffs
upto the date of their dismissal (though
it cannot now be ascertained whether
he was taken as copartner or subpartner).
2^d Defendant appointed him (1st Deft)
in lieu of Plaintiffs on 16th. 2^d Defendant
however, did not pay to Plaintiffs for the
stones but permitted 1st Defendant to
make use of the stones on his (1st Deft's)
intimating to him that Plaintiffs had
transferred them to himself. Plaintiffs
have examined witnesses to show that
1st Defendant did not, upto the termina-

19th sheet.

Signature
O.H.

of the repairs, work alone but jointly with Plaintiffs: and that 1st Plaintiff himself was paying for the coolies. I observe that 2^d Defendant dismissed Plaintiffs on 14th May 1874, from the work, which they and 1st Defendant had been jointly executing up to that date. 1st Defendant made application to 2^d Defendant on the very day for the work stating that Plaintiffs had transferred to him the stones that had been collected up to that time & that he would use them at his own risk. Neither Plaintiffs nor 1st Defendant asked the other for the settlement of the partnership accounts. Plaintiffs offered no obstacle to the above stones being made use of by 1st Defendant to the tank. There had been no disagreement of any kind between Plaintiffs and 1st Defendant up to 2 months before the termination of their partnership business a year and half ago. These facts, as argued by Plaintiffs Vakil, probably induce one to infer
20th Dec 1874

13

that 1st Defendant applied to the 2^d for the work from which Plaintiffs had been dismissed, at Plaintiffs desire, on his account as well as on account of Plaintiffs: and executed the subsequent repairs jointly with them, without bringing the matter to 2^d Defendant's knowledge and that Plaintiffs were always so careful that they were not seen by 2^d Defendant at the work whenever he had been there for inspection and that before Plaintiffs' dismissal the repairs were executed for Rs 984-10-6 and since, for Rs 1678-13-7, total being Rs 2863-8-1.

As to 3^d issue.

The circumstances found to have given rise to Plaintiffs' dismissal from their work seems to me to be such as would justify their dismissal.

As to 4th issue.

Besides the repairs executed by Plaintiffs and 1st Defendant, Gubbra-manica Modali and 2 others by order

of 1st sheet.

Ch

45

of overseers. Seems to have executed
repairs for Rupees 827-6-5 as below
specified:

Subbarammam earth work as	}	341-7-9.
per XVIII and XIX for Rupees.		
Krishnama chari do. XIX do.		132-3--
Defence 5 th witness turving as	}	353-11-8.
per IX for Rupees		
		Total Rs 827-6-5.

As to 5th issue.

2^d. Defendant says he does not know if 1st.
Defendant was partner with Plaintiffs before
the date of Plaintiffs' dismissal or the parti-
-cular of the share of each partner. He was
not informed if 1st. Defendant executed
the repairs assigned to him alone or jointly
with Plaintiffs. When Plaintiffs and 1st. Def^t.
were partners, 1st. Plaintiff alone signed
the Bill I and drew Rs 82-9-- thereon.
Plaintiffs or 1st. Defendant did not inform
2^d. Defendant of the arrangement, if any, between
them and 1st. Defendant as to the repairs
in question nor did they tell him till
after the payment to 1st. Defendant of Rupees

1127- 9-7 that that sum should not be paid to him. So, I am of opinion, that 2nd Defendant was right in paying 1st Defendant for the work which, he thought, had been executed by himself (1st Defendant) as to 6th issue.

Mogile Chugareddi, as already found, is lender of money to Plaintiffs for the work which they and 1st Defendant jointly executed. He cannot be held their partner under Section 20 Indian Contracts Act. Plaintiffs' Vakil admits that the work in which Plaintiffs and 1st Defendant were partners, has been completed and the partnership between Plaintiffs and 1st Defendant dissolved with the death of the latter, if not by the termination of the partnership under Section 205 and explanations to it. After the termination of the partnership, the partners or their representatives may apply to the District Court alone, to wind up the business of the firm to provide for the pay much of its debts and to distribute the surplus according to the shares of the partners.

Chuk.

20/11/27
C.H.

respectively. I therefore consider I have no jurisdiction to grant any of the aforesaid remedies as between Plaintiffs and Defs 3 to 6 and I decline to decide the question as to whether any and what amount is due to Plaintiffs by Defendants 3 to 6 or by any of them as 1st Defendants heirs and vice versa.

With this view of the case, I dismiss Plaintiffs suit. Plaintiffs to bear their own and 2nd Defendants costs, Defendants 3 to 6 bearing their respective costs.

Pronounced in Open Court this 29th April 1896.

Signed/ P. Parthasarathy Iyengar
District Munsiff

T. Goudarow
Copyist

Compared
M. K. Ramesh
Iyengar

(True copy)

By order of the Court
M. K. Ramesh
Head Kumbasta

The Cost of the 2^d. Defendant Dea. to be paid
by the plaintiffs.

	Rs.	As.	P.
Charges of stamps for 2 Memos- randoms_____}		—	2—

Do — of Statements u — 8 —

Do. of Do for list of further witnesses. } " 8 "

Do ----- to witnesses. '2-----15-----

/ Signed / S. Parthasarady, Dy. Inspr
District Munsiff.

Matthews Lieutenant

North Street
Opp District Eng's Office
May 1876.
Raupefeth

[illegible]

No. 520.

North Arcot,
DISTRICT ENGINEER'S OFFICE,
Kannipe 12th May 1876.

From

Offr
The DISTRICT ENGINEER,
NORTH ARCOT.

To

The Secretary to Government
Public Works Department

Encls. - 2.

1 Copy of judgement
1 Contract.

2

Sir,

With reference to G.O. No. 38 dated
7th January 1876, I have the honour to submit
the copy of judgement of the case brought
against the Overseer of Chendragherry Talug.

2. It will be seen from the extract
of the Decree, that the cost Dec. of Defense
Rupees 137-14-6- has been ordered to be paid
by the Plaintiff.

3. I have attended the Court during the
hearing of the case and am of opinion that if
a proper officer was in charge of the talug there
would be no dispute about the work and I
consider it very wrong to permit a Sub Overseer
to deal with a work estimated at Rupees 3800.

4. I inspected the work but could not
check the quantities after a lapse of nearly

nearly 1 1/2 years, but decidedly the tank is not in an efficient state of repair.

2
21.02.1901 I have the honour to be
Sir

Your most obedient Servant

Musserien Lieutenant

Offr. District Engineer North West

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above matter. I am sorry to hear that you are not satisfied with the result of the investigation. I have been unable to obtain any further information from the authorities in this regard. I am, however, sure that the same will be given the most careful consideration. I am, Sir, very respectfully,
 Yours truly,
 J. M. Smith

11-21-4

807-Jan 1/76 No 38.

L. H. 1848 Department

3486

Submitting the copy
of judgment of case brought
against Bussan the Engineer
of Khandraghury Odia.

From
The District Engineer,
North Arcot.
To
The Secretary to Govt.
S. W. Department,
Madras.
Dated 12th May 1876.
Received 15th May 1876.
No. 520.
Enclosed 2
Subject.

No 438

cy - 22/5/76 Dtd 26/8/76
Despatched 15-5-76

E. I. Form No. 22.

No 1308. Public Works Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

UNDER date the 26 May 76

Read the following:-

From the District Engineer
North Arcot } N.E. No. 520 of 12th May 76

Recorded. It is
observed that the
judgment is in favour
of Mr. Enright, the
Overseer and 2nd
Defendant in the
suit, and that the
Plaintiffs have been
cast in his costs
Rupees 137-14-6.

by 24/5

J. E. K. Krish. 6/5
Ex. P. 10. 5/5
C. E. for J. 5/5

Desd 5/5/76

34865 (N)

Govt. of 1870 Madras
PUBLIC WORKS.

To

The N. E. Works Account

Date

Issued

By

For

16 May 1870 No. 1308

No. 435/c

Cont. in file
b-1/b.

Suit - North Creek

Dr - Letter from the
Dr. Eng. North Creek

submitting copy of
judgment of the Court
in connection with the

- brought against Mr.
Eversee Wright, Recorder
with remarks -

00 J-1
00 J-1