

Draft answer to Plaintiff.

1st That the Plaintiff is not entitled to the amount said for by him.

2^d There is an error in the 1st para of the plaintiff. No contract of any sort was entered into with the Plaintiff in August 1878 which date is after the date mentioned as that on which the work was said to be measured.

3^d The Plaintiff performed certain work on the road in 1877 and a final bill was prepared by the 2^d defendant (then an Overseer in charge of the Road) and this bill was fully paid up +, the plaintiff in common with other contractors signed on the 8th January

1878

1878 a No demands ~~certi~~
tificate and acknowledge
that he had been paid,
that was due to him up
to the 8th January. and the
fact is further supported
by a certificate signed
on the 5th January 1878
the 2^d defendant and 2^d
Overseer in the department
stating that all work
executed by the plaintiff
and other contractors had
been measured and billed
for and that no more
bills were due.

4th That the Plaintiff
had no contract or author-
ity after that date to
execute any further work
on the road and therefore
if the plaintiff did any
further work he is not
entitled to payment for
it.

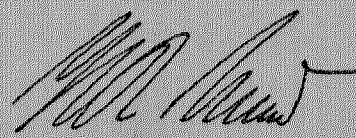
5. That in a petition from
the plaintiff dated 27th Dec^r.
1879 the plaintiff states
that a portion of the
heaps were left unmeasured
and as this is the case
he can make no claim
for work done after the
accounts were settled in
January 1878.

6th That as the plaintiff
has signed a full acquittance
and stated that there was
nothing due on the 8th January
1878 from the 1st defendant
even had there been a
mistake or omission in
the measurements taken
by the 2^d defendant (of
which there is no proof
or evidence to show) the
plaintiff can have no
claim whatever.

7th Should the plaintiff
be able to prove that the

2^d defendant did after the
 8th January 1878 remeasure
 the plaintiff's work and
 find that an error had
 been made in the former
 measurement, it cannot
 affect the claim against
 the 1st defendant who holds
 a receipt for all demands
 dated the X of February
 1878.

J.W. 201/9

 Major R.R.

Supy Engr 2^d Circle.

for 11th Jan'y/81 }

R.B. The dates will be com-
 -municated on receipt from
 the S^d officers.

To

The District Moonsiff's Court of Tripatore

Plaintiff

Soobroya Pillai son of Cooppa
 Pillai residing at Tripatore
 Caste - Tholwa Vellala
 Employment - Contractor

Defendants

(1) J. M. Bell Esq. Exe Engr Salun
 Distt residing at Assur within the
 jurisdiction of the Assur Distt
 Moonsiff's Court. - European
 Employment - Govt service
 (2) Venkata Annabai Naider
 Local Fund Overseer of Tripatore
 Caste - Canai
 Employment - Govt service

This is a suit preferred by the Platff as per
 section 17 of the Civil Procedure Code.

I A Contract has been entered into on a
 certain date in August in 1878 with the Platff by
 the 2^d Distt. to the effect that the Platff is to sup-
 -ply Jelly and gravel for the use of the Sanjara
 -pett road in Tripatore and that as soon as
 they have been measured up the Platff. is to be
 disbursed sum at the rates of 8 annas per cypd of
 Jelly and of 2 annas per cypd of gravel.

II Accordingly on supplying the materials, the
 Platff was paid fully for the gravel alone and for
 a portion of Jelly leaving subsequently only 146 $\frac{3}{4}$ cypd
 of Jelly to be measured which the 2^d Distt. after measur-

+ on a
 contract
 of 1000
 cypd of
 Jelly

Platff. for Rs 73-6- at the rate of 8 annas per cyp
and sent it to the then Engr. Mr De Villamil
for a cheque

III The Platff did not get the cheque as
Mr. De Villamil was transferred to some other place

IV Subsequent to the appointment of the 1st
Deft. to the Salem Dist., a cheque for the amount of Rs 73-6-
as mentioned above, though demanded of him several times,
was not issued to the Platff., who thereupon sent a Saugai
notice on the 16. June/80 for the cheque but was not
issued

V The Platff has given notice to the 1st Deft.
on 17. August 80 by means of a letter stating that he
would prefer a civil suit for the above amount.

VI The cause of action arose in Febry 78 when
the bill was prepared.

VII Prays therefore that the amount of Rs 73-6-
Interest from Febry 78 to date @ 1 per cent per month. $\frac{23-7-10}{96-13-10}$
together with subsequent interest & costs may be ad-
-vanced from the Defts.

I affirm & declare that the facts con-
-tained in this plaint are all true.

4-11-80

/Signed in Tamil/ Goolroya Datta

M. M. Ingr, Pl.

Supp. Ingr. 2nd circle

Committed
11 Jan'y/81 }

Encls. No. 1 & 2

In a letter No. 17 of
11th Jan'y/81 from the
Supy Engr; 2^d Circle.

J. M. 201/81

Plaint of contractor
Sobraya Pillay with
a draft answer
thereto.

No 360.

Engr's Office Salem Division

Copoor 28th December 1880.

From,

The Executive Engineer
Salem Division

To,

The Supy Engineer
2^d Circle

Sir,

With reference to your Memo:

No 394 dated 3rd July 1880, I have the
honor to forward a summons received
by me in the suit filed by the late
Contractor Sobraya Pillay before the
District Moonsiff of Tripatore, together
with a copy of the plaint.

A draft answer to the plaint
as required by Para 352 of the P.W. Code
is enclosed for your approval.

3. The amount involved is compara-
tively small but looking to the im-
portance of the probable effect the
decree (as it is favorable or unfavorable)
may produce in inducing or deterring
other Contractors, who have been

Enclosures 9.

1 Draft answer to
plaint marked A.

1 Original summons
marked B.

1 Original plaint
marked C.

1 Original No. Demand
Certificate marked D.

1 Original Certificate
signed by 3 Overseers
marked E.

1 Original Petition
from Sobraya Pillay
d/27th Dec^r/80 marked F.

1 Original letter from
Mr. West to the Sub
Div^l Officer d/16-2-80
marked G.

1 Original letter from
S. D. Officer Mr. Asher
to Engr d/23-2-80
marked H.

1 Copy Queries put
to, & replies from
Venkatapermal
marked I.

9

similarly paid up, in bringing forward such false or frivolous claims, I consider it necessary that the case should be defended with the best legal advice procurable at the Court and with this view I have the honor to request that sanction may be obtained for employing a competent Wakil to conduct the defence.

4 The suit is posted for hearing on 2^d March 1881.

I have &c

Sigsf J. M. Bell
Exec. Engineer

No: 17

Forwarded to the Chief Engineer with a request that permission may be obtained to defend the suit.

Enclosures
1 Plaintiff and
1 Draft reply.

The Supt Engineer forwards a draft reply to the plaint that he considers better than the one drawn up by the Executive Engineer.

The case is one of the numerous disputed famine accounts in Salem district but the undersigned believes

as far as he can judge of the case the plaintiff has no claim either in law or equity.

Coimbatore
11th January 1881.

Major R.R.
Supt Engr^g 2^d Circle

To The Chief Engineer
D.P.W. Madras.

16-8-07

Be No 155-112
17th January 1889

The defence of
the suit is autho-
rized

S 12/1

Att

13/1/89

Be No 201
From Prop January 89
The Survey Engineer,
Second Circle.

Dated 11th
Sept & 12th } Jan'y 1889
Be No 155-112

No: 17

Inc: 11

205 + 206

Contractor Eorbranga
Pillay: -

Requests permission
for defending the suit
brought forward by
and forwards a draft
reply to the Plaintiff
which he desires
be taken then the me
drawn up by the Ex. Eng.

S. E. 2 Circles ✓
Ex P. M. A ✓
20-1-89

20-1-89

B5

A4