

16-8-07

B.N. 3495 Wd 20 Dec 1887

H. B.

PPH
20 Dec

Ordered that the

following telegrams be
despatched.

Deferred

To Mr. Malet

Executive Engineer
Nellore

Defence of suit instituted
by Contractor Donda Venku
reddy sanctioned. Any sum
admitted to be still due should be
paid into Court

Wm
19.12.87

Del. Despatch
20/12

John
19/12/87

Supg. Engr II Circle
Examiner P. W. Accounts
Despatch 21-12-87

19.12.87

20.12.87

P.W. No 10399

From,

The Sup Engr
2^d Circle

To,

The Chief Engr
P. W.

No 672 N.L.

Date 15th December
1887

Encl 4

B.N. 3495 Wd 20 Dec 1887

Venkareddi Contractor
Contractor - Requesting
permission to defend
the suit instituted
by - & to wire approval
direct to Mr. Malet
Subj. Nellore

For the order

No. 672 M.L.

Superintending Engineer's Office,
2nd Circle, Bezuvada.
15th December 1887.

From,

J. Hannan Esquire,
Superintending Engineer,
2nd Circle.

To,

The Chief Engineer,
Public Works Department,
Madras.

Sir,

Encls 4

I have the honor, under Code para
408, to forward herewith, a letter from the

1 Letter from the Executive Engineer, Nellore Division request-

no 409 dated 8-12-87 ing permission to defend the suit instituted

1 Copy of the plaint in the District Munsiff's Court, Nellore, by

1 Translation of the Donda Venkureddy a Contractor, against

1 Draft reply. the Secretary of State for India, and to

request that the Executive Engineer may
be permitted to do so.

2. This contractor petitioned my prede-
-cessor on the subject of the work done by
him on the Flood bank in the 21st mile

of the Southern Channel of the Sangam Project, which petition was referred to the Executive Engineers for report, and on receipt of which, the petitioner was informed that measurements for work done by him were in accordance with the terms of the agreement entered into by him, and that no further payment than the sum shown in the Bill already prepared will be made.

3. Evidently the Petitioner was not satisfied with the decision of my predecessor and filed a suit.

4. A copy of the Plaint with translation and draft reply by Mr. Malet to the same, are enclosed, and as his proposed reply shows how the case stands, I trust that sanction may be accorded to defend the suit.

5. As there is not much time to be lost, I have in anticipation of sanction, authorized the Executive Engineer to defend the suit, and I

request you will be so good as to wire your approval direct to Mr. Malet.

I have the honor to be,
Sir,

Your most obedient servant.

J. H. Munn
Superintending Engineer,
2nd Circle.

Compt. J. H. Munn

been offered to the Plaintiff.

All deductions made are authorized under the terms of the Contract.

The Plaintiff agreed to complete the work given to him on or before the 30th September 1886 and on his own admission as shown in plaint no 6 he did not so complete it and thereby failed to complete his work in accordance with the terms of his agreement and rendered himself liable to the penalties ensuing on a Breach of Contract.

Full payment as specified above
having been offered to Plaintiff he is
not entitled to any further sum.

I have the honor to request
early orders.

I have the honor to be
Sir

Your most obedient servant

Blumblumblum-

Executive Inquiries

planted by P. E. Sko 6/20/18
15-12-17

No 409

Executive Engineer's Office,

8 December 1887

From

A. A. G. Malet Ingénieur
The Executive Engineer of Nellore.

To

The Superintending Engineer
II Circle.

Enclosures

3. -

- 1 Copy of the plaint
- 1 Translation
- 1 Draft reply

Sir,

In continuation of my No. 291
24.9.87
I have the honor to inform you that on the
5th November 1887 I received a summons
forwarded by the Collector of Nellore to the effect
that a suit had been instituted by Wonda
Venkura Reddy.

In accordance with paras 404 et seq. of the
Code I have the honor to submit the following
report and request permission to defend
the suit.

The suit was put down for hearing on
the 23rd November but I have had it adjourned
till the 21st December 1887.

A copy of the Plaint with translation and
my draft reply to the same is enclosed. I think
a detailed reply to the Plaint is hardly necessary
and that it would be quite sufficient to say
that -

In accordance with the terms of the agreement
the Executive Engineer decided to make payments
for the work done on the estimated quantities.

Payment on estimated quantities less
certain deductions, to meet the cost of departmental
labor and on account of Breach of Contract,
has

Draft reply to Plaintiff in suit No 517 of
1887 instituted in the District Munsiff's Court
at Mellore

Plaint No 1 - Admitted

Do No 2 - Admitted with the exception
that the schedule of rates
gives two rates viz Rs 0-3-0 and
Rs 1-6 per square for removing
prickly pear.

Do No 3 - Not admitted.

Plaintiff did not complete
the earthwork or remove the
Prickly Pear or plant the creepers
as per agreement.

Not even the earthwork
was completed by the 30th September 1886
the date by which all work has
to be completed.

As this point really settles
the whole question it is not
necessary to advance additional
reasons but I would mention
that the terms of the Specification
were not observed in the following
points.

The Prickly Pear and other
growth placed on the berm on
south of the borrow pits was
not placed in the pits after
the completion of the earthwork
Model sections were not erected

The bank was not brought
up evenly and regularly in
layers 1ft thick to the full width
One man was not kept for
ramming for every 10 Coolies
employed on earthwork.

The terms regarding sections

4 facts to be proved
15-12-87

and the authorities on behalf of the Defendant refused to pay the remaining Rs 1330-14-9.

5. Plaintiff filed this plaint to recover Rs 1300 leaving away Rs 30-14-9.

6. Cause of action arose after the Plaintiff completed the earthwork about September or so and the remaining works in December 1886 or so and made over to the Engineer authorities.

7. Though a notice was served to the Executive Engineer on the 28th July 1887 legally yet no payment has been made to the Plaintiff up to date.

8. Amount of the plaint.

As per schedule Rs 3536-0-0

Received from the authorities on behalf of Defendant } 2205-1-3

Balance 1330-14-9
Cancelled by the Plaintiff } 30-14-9

Balance to be received by the Plaintiff Rs 1300-0-0

9. Requests the Court to decree against the Defendant for the Rs 1300-0-0 and other costs the Court thinks suitable

October 1887

Marked by Plaintiff

Attested

In order of the Court
(signed) Chopal Singh
Deputy Clerk.

(signed) J.V. Venkatarama Aiyar

A true translation as far as can be from the Telugu language.

Alankumar

Executive Engineer

83

Translation to the Plaint instituted by
Donda Venkuresdy in the District Mooneiff's Court
at Nellore.

3rd Dec 6/88
No 672-Sub
15-12-89

In the District Mooneiff's Court of Nellore

Civil

Regular no 517 of 1887.

Plaintiff
Donda Venkuresdy
of Borayapattinam.

Defendant
The Secretary of State
for India.

Attornatus taluk, Kapu
living by Cultivation

Under section 50 of Civil Procedure Code the
Plaintiffs sets forth:

1. Plaintiff obtained Contract from the Engineer
Department on the 24th April 1886 for the earthwork,
removing prickly pear, and planting creeper in
the 21st mile of the Flood Embankment of the
Southern Channel of the Sangam Proper Nellore
District.

That agreement is herewith filed.

2. The following rates were stipulated as per agreement.

Earthwork Rs 2-12-0 per 1000 cft.

Removing prickly pear Rs 0-3-0 per square

Planting creeper Rs 0-3-8 per square.

3. Plaintiff has completed the earthwork,
removing prickly pear and planting creeper, as
per agreement and made over the work to the
Engineer Department.

4. Out of Rs 3536-00 due as noted in the schedule
herewith filed the Plaintiff was paid only Rs 2205-11

ಈವು ಒಂದು ಸುಮಾರು 1886 ರಲ್ಲಿ ದಾಖಲಾದ ಕೆಲಸ
ಯಾವುದೇ ಸಂದರ್ಭದಲ್ಲಿ ಈ ಕೆಳಗೆ ಉಲ್ಲೇಖಿಸಿದಂತೆ
ವಿವರಿಸಲಾಗಿದೆ.

7 ಲಕ್ಷ 35 ಸಾವಿರ ರೂಪಾಯಿ 36 ಪೈಸ
ಅಂದಾಜು 1887 ರಲ್ಲಿ ದಾಖಲಾದ ಕೆಲಸ
ನೀಡಲ್ಪಟ್ಟು ಈ ಕೆಳಗೆ ಉಲ್ಲೇಖಿಸಿದಂತೆ
ವಿವರಿಸಲಾಗಿದೆ.

8. ಈ ಕೆಳಗೆ ಉಲ್ಲೇಖಿಸಿದಂತೆ
ಒಂದು ಲಕ್ಷ 35 ಸಾವಿರ ರೂಪಾಯಿ 36 ಪೈಸ
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ವಿವರಿಸಲಾಗಿದೆ.

9. ಈ ಕೆಳಗೆ ಉಲ್ಲೇಖಿಸಿದಂತೆ
ಒಂದು ಲಕ್ಷ 35 ಸಾವಿರ ರೂಪಾಯಿ 36 ಪೈಸ
ಈ ಕೆಳಗೆ ಉಲ್ಲೇಖಿಸಿದಂತೆ
ವಿವರಿಸಲಾಗಿದೆ.

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ಈ ಕೆಳಗೆ ಉಲ್ಲೇಖಿಸಿದಂತೆ
ವಿವರಿಸಲಾಗಿದೆ.

Altankhundi -
Nellore D. Office
Nellore December 1888
Executive Engineer
Nellore Division

2nd Dec 6/88
15.

Copy of
Plaint.

శ్రీమద్దేవరాయ శాస్త్రిగారికి
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శ్రీమద్దేవరాయ శాస్త్రిగారికి
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1. 1886 సం. ఆంధ్రప్రదేశ్ ప్రభుత్వం ద్వారా
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6. శ్రీమద్దేవరాయ శాస్త్రిగారికి
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