

- (1) பக்கங்களின் எண்ணிக்கை 4 66/90
 (2) புதுக்கித் திருப்பிய நாள் 3/30
 (3) ஆதரங்குறிப்பவர் சுருக்கொப்பம் 66/90

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

(42)

P. W. D. துறை

அரசாணை எண். 2911
 மு. கோப்புத் தாள் எண்.

அச்சகம்
பலவகை

நாள் : 16 - 10 - 1889 198 .

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

2 Sheets

ஆவண. கா-1-18,096-15-6-87.

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OFFICE OF THE SUPERINTENDING ENGINEER,
6TH CIRCLE.

Trichinopoly 7th October 1889
8-8/-

No. 747 m d.

From W. Col. A. C. Smith R. E.
The Superintending Engineer,
6th Circle.

To The Chief Engineer
J. P. W.

Sir,

ENCLOSURES. 4

- 1. copy of plaint with translation
- 1. Draft answer or defence.
- 1. Comparative statement
- 1. contract bond.

I have the honor to state that one Lutchmanas serway, Contractor for the construction of the Sellur culvert, connected with the Vaigai Bridge Work, in the Madurai Div., filed a suit in the District Munsiff's Court at Madurai against the Executive Engineer, Mr. W. Hughes, for the recovery of Rs 536, alleged to be due on account of certain items of work done to the culvert, in addition to Rs 41-8-0, being the amount of interest on that sum from 23rd December/88 to 13th August/89.

2. The Contractor in a petition of 21st December/88 claimed, through his Vakil, Rs 566; The claims were then fully enquired into by the Executive Engineer, and

and, on his report, it was decided by the late Superintending Engineer, Major Campbell R.E. on the 28th Jan'y 1889, in No 1297 M.D., that the Contractor was entitled to only Rs 285-4-5; but the Contractor appears to have refused to receive this amount.

3. A copy of the plaint, and the defence prepared by the Government Pleader, together with a comparative statement, prepared by the Executive Engineer, showing the claims admitted and those to be rejected are forwarded herewith. The last two papers clearly show the reasons for rejecting 8 out of 11 of the Contractor's claims. The claims for the 8 items appear quite unreasonable.

4. In the petition above alluded to, the Contractor brought forward 12 items amounting to Rs 566; but in the plaint the twelfth item "charges under Miscellaneous No 30" has been omitted.

5. The case was adjourned till the 4th October; but the Executive Engineer has now asked the Govt. Pleader to apply for a further adjournment of another

1. Amount of final Bill No 131-4-5
2. To deposit No 134-4-5
3. To allowed for taking No 20-4-5
No 285-4-5

another month.

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6. Under the circumstances stated above and in the draft defence, I request early sanction of Govt. for defending the suit at their cost.

7. I am not aware of the law in such cases, but it seems to me para 17 of the Contract bond should effectually prevent any legal proceedings being taken, as the Contractor thereby bound himself to abide by the Supg. Engineer as arbitrator, whose decision has already been given as above stated. If para 17 is useless as it will be if legal proceedings are allowed in spite of it - the sooner it disappears from the printed forms the better.

I have the honor to be
Sir,
Yours most obedt. Servt.
Albion W. Col. R.E.
Supg. Engineer VI Circle.

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P. W. D. 6TH CIRCLE.

From

The Superintending Engineer,
6th Circle.

To

The Chief Engineer
P. W. D.

No. 747 m.d.

Dated 7th

Received

October 1889

Enclosure. 4.

Requesting sanction for
defending the suit brought
by Lutchmana Deway
Contractor for the construction
of the Sella Culvert, in
the Madras D. against
the Exec. Eng. Mr. Hughes
for the recovery of Rs 536
at the Govt. cost —

With order

The defence of

the suit is sanctioned.
Para 17. Memo. in Pleaded
2. A copy of P.W.D.
in the answer.
Para 17. all 175 will
be forwarded to the
Govt. Solicitor for opinion
on the point raised
in para 7 of the
Supt. Engineer's letter.

11.10.89

11.10.89

The point is already known of
reference to the Govt. Solicitor.
If the point appears — which is
not clear — and is pleaded the
suit will be thrown out without

SEVI Circle

with 5 enclosure

Govt. Solicitor with
Copy of Form No. 175
P.W.D. 11.10.89
11.10.89