

- (1) பக்கங்களின் எண்ணிக்கை 50
 (2) புதுக்கித் திருப்பிய நாள் 12.9.90
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 10/9

தமிழ்நாடு ஆவணக் காப்பகம்.

(44)

தமிழ்நாடு அரசு

சி.ய.மு துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	2507	அச்சகம் பலவகை
நாள் : 18-9-1891 198.		

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மடிக்கவோ கண்டபடி கையாளவோ கூடாது

25. Sheets

Madras 7th July 1891

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To Colonel John Pennycuik R. E.
Chief Engineer
Madras

Honored Sir, I submitted a petition to the Superintending Engineer, Periyar Project as well as to Government in June last about the breach of Contracts in Division No II Periyar Project executed by the late A. Shunmugam Mudali and then by me I herewith submit two copies of the said petition, of the Judgment of the Madras Subordinate Judges Court (West) in S. No 24 of 1889 and of the Schedule of monies received with done with reference to the said contract.

In Nov 89 I presented a petition to your honor in the village of Akattollium Madurai Taluk, Madurai District about the same subject and also personally spoke to you about it. (2) As the Contract aforesaid started loss on me I request your honor will reply with the contents of the said petition as a very early date. I have also ready with me for your honor's perusal the letters of the Executive

3. That the said tender was accepted in due course by the authorities concerned, and the defendant was entrusted with the execution of the work.
4. That the defendant, being unable to supply the necessary capital himself, requested the plaintiff to lend the same, and he agreed to it on the conditions set forth in the document hereunto annexed.

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IN THE SUBORDINATE COURT

OF

MADURA, WEST.

The 25th day of August,

One thousand eight hundred and ninety.

PRESENT :—

C. VENKOBACHARIAR, SUBORDINATE JUDGE.

Original Suit No. 24 of 1889.

Yerla Gedda Naidu Plaintiff.

versus.

- | | | | |
|-----------------------------------|--|-----|---------------|
| 1. S. Shanmuga Mudaly (died). ... | ... | ... | } Defendants. |
| 2. Subramanien Chetty ... | ... | ... | |
| 3. Ammakutty Ammal | { legal representatives
of the deceased 1st
defendant. } | | |
| 4. Vythilingam Pillai | | | |
| 5. Arunachalla Mudaly | | | |
| | | | |

This suit coming on for hearing the court delivered the following

JUDGMENT:—The plaint which is in English is as follows:—

1. "That plaintiff is a merchant and money-lender by profession, doing business at Madras and other places.
2. That the said S. Shunmuga Mudaly, the defendant, who is a contractor by profession, put in a tender in September 1888 for the masonry works to be executed in the first seven miles of the Periyar Distribution Project at the office of the Executive Engineer, No. II, Periyar Division, Madras.
3. That the said tender [was accepted in due course by the authorities concerned; and the defendant was entrusted with the execution of the work.
4. That the defendant, being unable to supply the necessary capital himself, requested the plaintiff to lend the same, and he agreed to it on the conditions set forth in the document hereunto annexed.

5. That the plaintiff and the said Shunmuga Mudaly, the defendant, have been carrying on the said business in the Second Division of the Periyar Works in the taluq of Madura within the jurisdiction of this court under certain articles of agreement in writing, signed by them respectively, bearing date the 22nd January 1889, which is hereunto annexed.
6. Divers disputes and differences have arisen between the plaintiff and defendant, whereby it has become impossible to carry on the said business in partnership with advantage to the partners.
7. That the defendant has been guilty of gross misconduct in the affairs of the business and towards the plaintiff.
8. That the defendant has not fulfilled his duty and liability under the terms of the agreement referred to in paras 4 and 5 of this plaint, and has failed, among other things, to account to the plaintiff from time to time and to remit to him the receipts of the said business, as he was bound to do under the articles of the agreement above set up; but on the other hand, he has been misappropriating the said receipts by fraudulently and dishonestly converting them to his own use and towards objects and purposes not within the legitimate scope of the partnership business.
9. That the plaintiff has hitherto advanced and paid to the defendant under the terms of the above said agreement Rs. 11,262-5-11 and that the business has been worked by the defendant with a profit amounting to, according to the plaintiff's belief, Rs. 600.
10. Defendant's failure to act according to the articles of the agreement constitutes the cause of action; it arose in and subsequent to January 1889 in the District of Madura.
11. The plaintiff prays the court to decree a dissolution of the said partnership, and that the account of the said partnership business may be taken by the court, and the assets thereof realized, and that the defendant may be directed to pay to the plaintiff the amount of the capital advanced with interest thereon as agreed and subsequent interest from date of plaint, and that the defendant may be ordered to pay into court any balance due from him upon such partnership account, and that the profits of the business may be divided between the plaintiff and the defendant according to the terms of the said agreement, and to give the costs of the suit with interest thereon and such other relief as the court shall think fit.

2. 1st defendant denies that he is guilty of any gross misconduct in the affairs of partnership and towards plaintiff, and asserts that he did all that he could in the partnership concern in view to get profits; that he did nothing in violation of the contract; that if there is any loss at all, he is not responsible for it; that it is stated in the plaint that the defendant acted in contravention to the terms of agreement referred to in the plaint, but it is not explained how and in what respect and when he did so; that no sufficient misconduct or loss on the part of the defendant is shewn to justify a dissolution of the partnership; that therefore no cause of action arose for the present suit; that, as alleged in the plaint, it is not the duty of the defendant to keep account, but it is the duty of 2nd defendant to do so; that defendant is not liable to any wrong entry or flaw in the accounts, if any; that the plaintiff suppressed the true accounts and produced false accounts in the court; that, if the dissolution of the partnership trade is decreed before the completion of the contract, both parties will be liable to heavy loss; that, if the plaintiff insists upon the dissolution of the partnership concern, there is no objection on the part of defendant to it provided his share in the profit after deduction of all expenses and advances made by plaintiff be paid; that it does not appear now that there is any profit in the trade; that sums are due to many persons including coolies and servants; that large sums have been spent in the purchase of articles; that no sum of money such as 11,260-5-11 alleged in the plaint was advanced by plaintiff towards the contract; that, on examination of account, the correct sum advanced by plaintiff has to be ascertained and found; that plaintiff has omitted to show in the plaint the receipt and disbursement in the partnership business up to the date of plaint; that about Rs. 4,000 will be the receipts up to the date of plaint; that defendant is prepared to file a detailed statement on looking into accounts in court and in possession of plaintiff and other accounts connected with partnership concern; in conclusion the defendant prays that justice may be done to him and that his costs be paid to him.

3. 2nd defendant, in traversing the allegations contained in the 1st defendant's statement, supports the plaint and says that he is entitled to his share in the profit.

4. After the issues were settled and before the case came on for trial, the 1st defendant died and his representatives were brought in on record.

5. The 1st representative (3rd defendant) is the widow of the deceased 1st defendant: she says that she is under the protection of Arunachella Mudaly, the undivided elder brother of the deceased 1st defendant, and has not inherited her husband's property nor has she any property of her own, and prays exoneration from the suit with costs.

6. The 2nd representative (4th defendant) is said to be the son-in-law of the deceased 1st defendant: he states that he is not the heir of the deceased 1st defendant nor is he in possession of any of his property, and that he has been unnecessarily made a defendant in the suit and prays exoneration from suit with costs.

7. The 3rd representative (5th defendant) admits that he is the undivided elder brother of late Shunmuga Mudaly, but objects to any of the family property or himself being made liable to the plaint debt on the ground that the partnership business was entered into by late Shunmuga Mudaly of his own accord and has no objection to the share due to Shunmuga Mudaly in the partnership concern being made available for the plaint amount: in other respects, he adopts the written statement filed by his late brother.

8. The following issues were settled:—

- (1). What are the rights and obligations of the parties under exhibit A, the articles of partnership?
- (2). Whether or not 1st defendant has been guilty of any gross misconduct in the affairs of the partnership and towards plaintiff?
- (3). Whether or not there exist sufficient reasons for dissolving the partnership and whether, under any circumstances, it has to be dissolved and can it be dissolved at this stage?
- (4). What amount has been advanced by plaintiff?
- (5). Whether or not there has been any profit in the concern until now?

9. The following documents were filed,

By plaintiff:—

- A. Partnership agreement between plaintiff and 1st defendant, dated 22nd January 1889.
- B. Receipt granted to 1st defendant by the Executive Engineer, No. II, Periyar Division, dated 1st September 1888.
- C. Do. granted to do. by do., dated 8th November 1888.
- D. Chitta book kept by the 1st defendant.
- E. Cash book kept by the 1st defendant's agent Velayuda Mudaly in respect of the masonry work of Periyar Project.
- El. Do. do. do.
- F. A bound book in Telugu kept by plaintiff showing his dealings.

G. Letter from 1st defendant to 2nd defendant.

H. A note sent by do. to do.

J. Letter from 2nd defendant to plaintiff, dated 11th May 1889.

K. Do. from plaintiff to 2nd defendant, dated 27th June 1889.

L. Do. from 2nd defendant to plaintiff, dated 30th June 1889.

M. List of furniture.

N. Letter from 1st defendant to plaintiff, dated 17th July 1889.

O. Do. do. do., dated 3rd July 1889.

P. Do. do. do., dated 21st October 1888.

Q. Do. from 1st defendant to plaintiff's elder brother, dated 27th September 1888.

Q1. Do. do. do.

Q2. Do. from do. to plaintiff.

Q3. Do. from do. to plaintiff's elder brother, dated 29th September 1888.

Q4. Do. do. do., dated 19th December 1888.

Q5. Do. from do. to plaintiff, dated 11th January 1889.

R. Do. do. do., dated 26th March 1889.

S. Do. do. do.

T. Do. do. do., dated 21st July 1889.

By defendants:—

I. Letter from 2nd defendant to the 1st defendant, dated 20th December 1888.

II. Do. do. do., dated 1st November 1888.

III. Do. do. do., dated 2nd July 1889.

IV. Copy of a memorandum sent to plaintiff by the Superintending Engineer, dated 16th October 1889.

V. Letter from plaintiff's elder brother to 1st defendant.

VI. Do. do. do., dated 2nd November 1888.

VII. Do. do. do., dated 17th do.

VIII. Do. from plaintiff to 1st defendant, 22nd May 1889.

VIIIa to VIIIf. Do. do. do., dated respectively the 3rd March, 10th

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and 7th February, 9th March 1889, 16th and 17th December 1888.

10. The following witnesses were examined,

By plaintiff:—

1. Subramaniyan Chetty (2nd defendant).
2. Yerla Gedda Naidu (plaintiff).

11. The deceased 1st defendant Shodavaram Shunmuga Mudaly obtained the contract for the execution of certain masonry works in the Periyar Project. Plaintiff consented to advance the necessary capital and a deed of partnership, exhibit A, was entered into between them, and Subramaniyan Chetty was also taken in as a working partner entitled to a share in the profits. Plaintiff seeks dissolution of partnership on the grounds of 1st defendant's gross misconduct, his omission to account for monies entrusted to him as he was bound to do under the terms of exhibit A, and misappropriation of monies to himself and towards objects and purposes not within the legitimate scope of the partnership business.

12. 1st defendant unfortunately died pending suit, and his death and bringing in his representatives have delayed the disposal of this suit. The death of 1st defendant is sufficient by itself to dissolve the partnership as provided in section 253, Contract Act, but as 1st defendant was alive for a long time after institution of suit and contested it, I think it desirable to see whether 1st defendant was guilty of the misconduct imputed to him. Plaintiff and 2nd defendant as plaintiff's witnesses enumerate various breaches of duties by 1st defendant imposed upon him by exhibit A, and plaintiff's evidence clearly shows that 1st defendant, a very astute man, allured plaintiff and his brother with visions of great profits into joining this concern. It seems pretty clear that 1st defendant failed to perform or to act up to any one of the conditions of exhibit A. 1st defendant was enabled to do this with impunity owing to plaintiff and 2nd defendant being Telugu people of the Krishna District, ignorant of Tamil.

13. Apart from the breaches of duty and the various omissions and commissions charged against 1st defendant, he has been clearly shewn to be guilty of diverting the funds of the partnership to improper and objectionable uses, so much so that it rendered it practically impossible to carry on the work with 1st defendant. He has clearly applied more than Rs. 3,000 towards purposes and objects not falling within the proper scope of the business. His accounts furnished to plaintiff shew this beyond all reasonable doubt. Letter C without date from late 1st defendant to 2nd defendant and the account D shews

that Rs. 1,000 were paid to S. O. D., i. e., the Sub Divisional officer in March 1889 (vide post mark on G). Exhibit D shews that, on the 23rd March 1889, the total of receipts was 6,640-2-9, while the expenditure came to 5,640-2-9 leaving a balance of Rs. 1,000 totally unaccounted for. In the same exhibit, i. e., D, the entry of 23rd April 1889 shews a receipt of Rs. 1,000 as a loan from one "Sholavandan brahmin". Out of this sum Rs. 5 was paid for the stamp required for executing the document and the balance Rs. 995 was paid to S. O. D., i. e., the Supervisor Abdul Latif Sahib. 2nd defendant's evidence shews that this loan was obtained through one Shunmugam Pillai, Kurnam of Velampatti, and 1st defendant's letter exhibit H shews that this amount was repaid by 1st defendant in July 1889 through him. Exhibit E1, page 27, shews a payment of Rs. 550, and this sum the 2nd defendant says was also utilized otherwise. On the 1st May 1889, not April as erroneously stated in exhibit E, 1st defendant has applied to his own use Rs. 1,047 out of the Rs. 1,500, the amount of a cheque received by him on that date. It is thus seen from a close examination of the accounts, coupled with the oral evidence of plaintiff's 1st and 2nd witnesses, supported by the documentary evidence on record, that very nearly Rs. 4,000 had been misappropriated or diverted to objects and purposes not connected with the contract business. Out of this sum, Rs. 2,100 and odd were alleged to have been paid by 1st defendant for the purchase of some valuable furniture belonging to Mr. Target, the Executive Engineer in charge of the works which had to be executed by 1st defendant.

14. This purchase is denied by 1st defendant, but the evidence above adverted to and the other correspondence and the evidence taken in the claim case to which plaintiff and 1st defendant were parties lead in my opinion to the irresistible conclusion that 1st defendant purchased the furniture to please Mr. Target and at the instance of the Supervisor if not under his pressure and influence. This furniture as shewn by the correspondence in the case was secured by 1st defendant at Madara and he declined to hand it over to plaintiff. It is this circumstance which mainly led to the breach between the partners and impelled plaintiff to institute this suit. After the institution of the suit, plaintiff had this furniture attached before judgment and a claim thereto was advanced by two persons named Abdulkhader Sahibs. The enquiry into the claim was a protracted one and, as the matter of the 1st defendant's ownership by purchase of the furniture was a chief point against 1st defendant in the suit, the trial of the claim was first proceeded with and, the suit and the claim, it was thought, should be determined together. Accordingly, the claim case was heard with the suit and I will record a separate decision thereon. Unfortunately, 1st defendant's death has rendered it difficult for his representatives to establish his contention as it has made it difficult for plaintiff to prove the state of the busi-

ness, the total receipts both from plaintiff and the P. W. D., the expenditure and the balance available, whether the various items of expenditure were all proper or otherwise and whether the concern turned out profitable or otherwise and so forth. Be this as it may, on the materials before me, I record findings on the issues as follows.—

1st Issue. Exhibit A shews the rights and obligations of the partners and it is not necessary now to specify them.

2nd Issue. I find that 1st defendant was guilty of gross misconduct in managing the affairs of the partnership and also towards plaintiff.

3rd Issue. That the partnership should be and is dissolved.

15. 1st defendant's death has rendered it difficult to take an accurate account of the sums received and spent. However plaintiff has been able to give an approximate account extracted from the defendants' accounts D, E and E1. This statement of plaintiff seems to me on an examination of the accounts to be pretty correct. The accounts do not give details and they are otherwise imperfect, but taking them as they are, the sum stated by plaintiff seems to be approximately correct.

16. I therefore award to him the sum of Rs. 11,074-12-5 with 6 per cent per annum interest thereon from date of suit and costs recoverable from 1st defendant's assets. The 1st defendant's representatives should bear their costs. 2nd defendant's costs should also be recovered from 1st defendant's assets.

(Signed) *C. S. K. K. K.*

Subordinate Judge.

True copy

(Signature)
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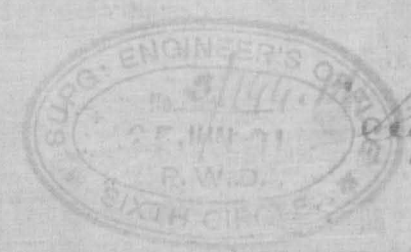
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IN THE SUBORDINATE COURT OF MADURA, WEST.

THE 26TH DAY OF AUGUST 1890.
ONE THOUSAND EIGHT HUNDRED AND NINETY.

PRESENT:—

C. VENKOBAN CHARIAR AVERGAL, SUBORDINATE JUDGE.

Civil Miscellaneous Petition No. 213 of 1889.

Original Suit No. 24 of 1889.

- | | | |
|------------------------------|-----|--------------------------------|
| 1. M. Abdal Khader Sahib ... | ... | } Petitioners. |
| 2. Abdal Kadir ... | ... | |
| Versus. | | |
| Yerlagadda Naidu... | ... | Counter Petitioner (Plaintiff) |

Application under Section 278 of the Civil Procedure Code for release of certain moveable properties attached by Plaintiff before Judgment.

The application coming on for hearing the Court made the following

ORDER:—This is an application for release of certain furniture from attachment placed on it by the Plaintiff in Original Suit No. 24 of 1889. Plaintiff attached the furniture as the property of 1st Defendant on 30th July 1889. The furniture was seized in the house of Virappa Mudaly, Petitioners' 7th witness, a house admitted by him to be one in which 1st Defendant lodged whenever he came to Madura. At first one Arab Sahib put in the claim as agent of Abdal Khader. The petition was withdrawn in view to the owner himself putting forward his claim. Then the two petitioners, both named Abdal Khader Sahib put in the present claim. It is undisputed that the furniture belonged to Mr. Tarjet and that it was sold. The question for determination is whether the claimants, the two Abdal Khaders, or whether 1st Defendant, Shanmugam Mudaly, purchased the furniture.

2. Petitioners examined 10 witnesses, and the Plaintiff, the Counter-Petitioner examined 7 witnesses.

3. The following documents were filed:—

By Petitioners:—

- A.—List of articles both in Persian and Tamil.
- B.—Do. in Persian.

C.—List of articles in Tamil.

D.— Do. in English.

E.—Letter, dated 3rd August 1889, addressed by Shanmuga Mudaly, to Mr. Tarjet, Executive Engineer, No. II, Periyar Division.

By Counter-Petitioner (Plaintiff)

I.—Bond, dated 11th November 1884, executed to Veeramany Iyer of Madura, a cloth merchant, by Mr. Tarjet for Rs. 2,500 on the pledge of his moveables.

II.—Certified copy of deposition, dated 29th January 1887, given by Mr. Tarjet before the District Munsif of Salem in O. S. No. 331 of 1886 on the file of the District Munsif's Court of Madura.

III.—Cheque Book of the Executive Engineer's Office, No. II, Periyar Division, for 31-3-89.

IVa and b.—Bills.

V.—Power of Attorney, dated 20-9-89, executed by 1st Defendant in favor of Plaintiff.

VI.—Letter, dated 2-10-89, addressed by Shanmuga Moodali to Mr. Tarjet.

VIa.— Do dated 4-10-89 do by do to do

VIb.— Do dated 4-10-89 do by P. Narayana Iyer on behalf of Shanmuga Moodali to Mr. Tarjet.

VII.—Agreement, dated 22-1-89, between Plaintiff and 1st Defendant.

VIII.—Letter written by the Plaintiff to the deceased 1st Defendant.

IX.—Letter, dated 5-7-89, written by the deceased 1st Defendant to Plaintiff.

X.—Account Book.

XI.— do

XIa.— do

XII.—Letter written to 2nd Defendant by the deceased 1st Defendant.

XIII.—Letter dated 10th May 1889, written by 2nd Defendant to Plaintiff.

XIV.—Letter dated 27-6-89, written by Plaintiff to 2nd Defendant.

XV.—Letter dated 30-6-89, written by 2nd Defendant to Plaintiff.

XVI.—List of furniture.

4. The following witnesses were examined by Petitioners.

(1). M. Abdal Khader; 2. Abdal Lathif; 3. P. Subba Naidu; 4. Palanikumar Pillai; 5. Syed Gulam Mustapa Sahib; 6. Abdal Subhan Sahib; 7. Virappa Mudaly; 8. Syed Abas; 9. Arab Sahib; 10. Mr. Tarjet.

By Counter Petitioner (Plaintiff).

(1) Abdal Khader; (2) Yerlagadda Naidu (Plaintiff); (3) Subramanian Chetti; (4) Balakrishna Naik; (5) Venkatachella Bhagavadar; (6) Shunmugam Pillai; (7) Thangavelu Mudaly.

5. Evidence on the Petitioners' side is tendered to show that Petitioners purchased the furniture from Mr. Tarjet through his Supervisor Abdal Lathif Sahib; 2nd Petitioner is his father-in-law, and it was this person that was put forward, in the first instance, as the sole claimant or the purchaser of the furniture in Arab Sahib's claim petition 151 of 1889 which was presented to Court on 27th September 1889. On the same date, 1st Defendant put in petition No. 149 of 1889 supporting his claim, denying his ownership and raising objections to the attachment. No endeavour was made to prosecute this claim and it was rejected on the 9th October 1889. On the very next day, application was made to revive the claim and it was granted. The petition came on for hearing on the 30th October, when warrant was applied for procuring the attendance of witnesses, though admittedly one of the witnesses, the alleged purchaser Abdal Khader, Supervisor's father-in-law, was present in Madura. He, as Counter Petitioner's 1st witness, says he was new to Court and was not prepared to tender himself for examination, and therefore suggested to Arab Sahib to procure an adjournment. The claim came for hearing on 20th November, and, on the 21st, Arab Sahib's petition was withdrawn, and on the 22nd, the present claim was made by two Abdal Khaders who said that they and one Ghulamalli Sahib purchased the furniture jointly or as a joint stock company.

6. The claim, therefore, comes to Court under extremely suspicious circumstances. The events which appear from the record and which have preceded this claim, taken in the order of time they occurred, tend to show that the claim was contrived by some persons interested in the matter. The furniture was attached on 30th July 1889. Subsequently, as is seen from the evidence of Plaintiff, 2nd Defendant and Plaintiff's 5th witness, there was an attempt at compromise, and, on the 3rd August 1889, 1st Defendant put in a petition Exhibit E, to Mr. Tarjet saying that he had arranged with Plaintiff to transfer the contract which stood in 1st Defendant's name to his name, and asking the Executive Engineer to procure sanction for such transfer, that all monies to his credit should be paid to Plaintiff, and that in future, cheques should be issued in his name. The suit came on for hearing on 29th August, on which day 1st Defendant appeared in person and consented to an adjournment asked for by Plaintiff, and it was accordingly adjourned to 25th September 1889. On the first hearing day, no objection was made by 1st Defendant to the attachment though that was the day fixed for his showing cause against it. On the 23rd September, Mr. Tarjet meets Col. Pennycuik, who showed him a petition which accused Mr. Tarjet of selling the furniture to his contractors, and suggested to him to prosecute the author of the libel. Mr. Tarjet came to Madura on 24th September and stayed here on the 25th also. It is clear from Mr. Tarjet's evidence that he met Plaintiff about that time and that he also consulted Mr. Pole about asking the Court to detain in Court the furniture and the letters &c., produced in the suit. On Mr. Pole's advice, he did not make any motion to that effect. It was after this event that the claim was put in by Arab Sahib supported

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by 1st Defendant. The reason for this change in his attitude towards Plaintiff is probably owing to the negotiations for compromise having fallen through. This is confirmed by the next step taken by 1st Defendant. He, on 2nd October 1889, counter-manded his application of 3rd August 1889 by his letter, Exhibit VI, and requested Mr. Tarjet not to act on his power of attorney Exhibit V given in Plaintiff's favor, nor to pay him any money, and the reason assigned for this was that the suit was not compromised by Plaintiff. This act of 1st Defendant placed Plaintiff in some difficulty, and, on the 4th October 1889, a joint petition was put in by Plaintiff and 1st Defendant agreeing to refer the decision of the suit to arbitration. This petition prayed that the furniture should be released to Arab Sahib, that the accounts and the letters produced should be kept secret, that no copies of them should be furnished even to both or either of the parties to the suit. Apparently, this was a very strange request. This provision by way of security could not have been intended either for the benefit of Plaintiff or that of 1st Defendant; but, in all probability, it was for the benefit of some third person. Plaintiff withdrew from the reference to the arbitration because the names of others than those first selected were substituted. The claim to the furniture was not heard of pending the negotiations for a compromise, and when it fell through, it was revived on the 10th October. Therefore there is good reason for the Plaintiff's imputation that the claim was set up in the interest of 3rd persons. This is rendered probable by subsequent events. Mr. Tarjet wrote to Abdal Khadir to see him and asked him if he had purchased the furniture, and he said he did. This is the only conversation he had with Mr. Tarjet. He does not explain how Mr. Tarjet came to know him or write to him. Mr. Tarjet, however, says that Abdal Khader came to him on 16th October and requested to know whom he had to engage to appear for him as he was a stranger at Madras. Thereupon, Mr. Tarjet telegraphed to Mr. Pole to appear for Abdal Khader. Mr. Pole did not, however, appear on the 30th October when the claim came on for hearing on that date, and he only appeared when the claim came in in November 1889.

7. Going into the evidence, it is clear that the partnership between two Abdal Khaders and Gulamalli Sahib was a partnership which did no other business but purchase this furniture. These two Abdal Khaders say that they made up their minds, on seeing the list shown by Supervisor, to purchase the furniture for the price set against it even before they started from Madras and even before they had seen the furniture. They say they brought Rs. 500 from Madras, borrowed Rs. 600 from Arab Sahib and paid about Rs. 1100 on 23rd or 24th April to the Supervisor in part payment of the price, and the 2nd instalment of Rs. 1000 they brought from Madras and paid to the Supervisor on 1st May 1889. They are not able to say what portion each contributed and wherefrom the funds came. 1st claimant first said that he and his partners entered into a deed of partnership. He then denied it. He said that his friend, the Prince of Arcot, took a fancy to the furniture by merely looking at the list and wanted him to buy it, but, curiously enough, he does not inform the Prince of his purchase nor did he endeavour to remove the furniture to Madras, but leaves it at Madras to be sold to advantage. The 1st claimant says he has entries in his shop-accounts to support the payments made by him, but they are not produced, and on the whole, the evidence as to whence came the funds for the purchase is

utterly bad and improbable and the object of the purchase itself failed. It is extremely difficult from their evidence to know how Arab Sahib came to put in the claim. They say in a very vague way that Arab Sahib sent word orally to them about attachment, but did not write any letter. Still, they wait for two months to prefer their claim. They did not even write to Arab Sahib to put in claim. After purchasing the furniture, they care nothing more about it and they allow some to be disposed of by Arab Sahib.

8. It is in evidence that Subba Naidu, who has done some good offices for Mr. Tarjet and a contractor under him, secured a house for storing in the furniture. This person attests Arab Sahib's Vakalat. He has nothing to do with him or with 1st Defendant, and there is therefore some reason for the allegation on the other side that Subba Naidu, in the interest of Mr. Tarjet, or somebody else, probably the Supervisor, set up Arab Sahib to put in the claim, and, as a part of the arrangement, 1st Defendant supported him. Taking Arab Sahib's petition and 1st Defendant's petition together, which were both presented on 27th September, it leads to the irresistible conclusion that both acted in concert, though there was nothing to bring them together and this coincidence and the perfect accord between them is remarkable.

9. Coming to the evidence of the Supervisor and Mr. Target, it seems that Mr. Target circulated his list among Europeans in the first instance, and being unsuccessful, entrusted the business of disposing of it to his subordinate, the Supervisor Abdal Lathif Sahib. As very properly stated by Mr. Pole, a good deal depends on this Supervisor's evidence. His evidence as to sale of some articles is corroborated by the Town Inspector of Police and a resident of Sholavandan, Petitioner's 4th and 6th witnesses. The 4th witness Palanikumar Pillai says that the Supervisor lodges in his house and he does not know the Petitioner's purchase. The Town Inspector Abdal Subban Sahib, is shown by the evidence of Plaintiff and 2nd Defendant and the 5th witness for Counter Petitioner to have induced Plaintiff to consent to a compromise. He however denies it and says that Arab Sahib simply spoke to him about the attachment. There is no reason for any such intimation being given to him. At any rate, he does not know directly of Petitioner's purchase of the furniture. Mr. Target says that the Supervisor's cousin brought the second instalment of Rs. 1000 from Madras, while the Supervisor says that Petitioners themselves brought it and gave it to him in the house of Abdal Subban Sahib, where also the first payment was made. The Supervisor is not corroborated by Abdal Subban Sahib in this respect, and he says that Petitioners never came to his house and that he saw one Abdal Khader for the first time on 1st May 1889 in Mr. Target's house. On the whole, there is no satisfactory or consistent evidence as to the purchase by Petitioners or as to their payment of the price. The evidence of Supervisor and Mr. Target is open to objection and though I cannot believe that Mr. Target countenanced or permitted the Supervisor to dispose of his furniture to his contractor, yet when he came to know of it he seems to have tried to back him up. Probably Mr. Target would have been displeased with him if he had sold the furniture to 1st Defendant as he would have been if it had been sold to the Supervisor's relation. The Supervisor either to please Mr. Target or for some other reason induced the 1st Defendant to pay the money for its purchase, and in all probability secured the furniture through the

help of Subba Naik in some safe place. That the Supervisor wished the matter to remain secret is clear from 1st Defendant's own letter Exhibit IX, dated 5th July 1889 in which he refuses to hand over the furniture to Plaintiff.

10. The evidence on Counter petitioners' side shows that Velayuda Mudali who was in 1st Defendant's service sold some of the articles purchased at 1st Defendant's instance and credited the sale proceeds in the accounts X, XI and XI (a) (see evidence of 2nd Defendant, counter petitioner's 3rd witness.) These accounts show an expenditure of over Rs. 2,000 between 23rd April and 1st May 1889. Exhibit XII 1st Defendant's letter refers to payment of Rs. 1,000 to Supervisor, one out of cheque to S.O.D., clearly shows this and one for amount borrowed means repayment of Rs. 1,000 to the person "Sholavandan Aiyar" who appears from Exhibit X to have lent it through Shunmuga Pillai, Counter petitioner's 6th witness. This person's evidence is quite distinct. He saw 1st Defendant hand over Rs. 995 to Supervisor "for Dorai's furniture." On the 1st May cheque book III and account XI (a) shows payment of Rs. 1,500 to 1st Defendant and out of this Rs. 1,047 were applied by 1st Defendant to his own use. The evidence therefore shows positively that 1st Defendant was the person who paid money for the purchase of this furniture. This is corroborated by the contemporaneous correspondence between Plaintiff and 1st and 2nd Defendants and the reason why 1st Defendant refused to hand over the furniture to Plaintiff is seen from Exhibit IX and not because he was not the purchaser. Exhibit XVI is a list of furniture remaining unsold. This was written by Velayuda Mudali and was handed over to Plaintiff by 1st Defendant. But Velayuda made up a list Exhibit C when 1st Defendant and Arab Sahib were brought together for putting in this claim and in this, strange to say, he writes that "these things were sold under orders of Arab Sahib" and then squeezes the date 20-5-89, between "Arab Sahib" and his signature. The date is evidently a recent interpolation. Then Exhibit D. is a list produced by Supervisor purporting to be a copy of the original list given to him by Mr. Target. That list has disappeared in a mysterious way. Mr. Target says that it must have been lost. No reliance can be placed on the accounts A and B.

12. The furniture was brought to Court for purposes of identification. It is of a kind not easily procurable in this part of the Presidency. Mr. Target brought it all the way from Ajnero. He put on it a fancy price, and it was of such a kind that no one unless he was flush of cash and wanted to indulge in idle curiosities would have purchased it for the price Rs. 1,500 set on the suite as shewn in list XVI. The difficulty of selling it for anything like a decent price might have been the cause of Mr. Target enlisting his subordinate's services, and he, to gain his favor, might have foisted it on the 1st Defendant, who was ever ready to do things of this kind to please the officers under whom he worked. His accounts show that he put up sheds and constructions and supplied necessaries &c., to the officers and Mr. Target was compelled to admit that 1st Defendant procured a cow for his use and erected some constructions for his convenience.

13. There is only one fact which requires notice. The Petitioners and Gulamalli were said to have purchased the furniture in partnership. If this is looked into closely, it would seem that 1st Defendant was a creature of the Supervisor. Counter petitioner's 6th

and 7th witnesses say he was his cook. The 2nd claimant his father-in-law who would not venture to go into the witness box on 30th October 1889 and the 3rd is nowhere. Thus the partnership and the purchase seem to be mere shams.

14. I find that the furniture was purchased by 1st Defendant and that it was under his control when it was attached. The claim is therefore rejected with costs.

(Signed) C. VENCUBAH CHARIAH,

Subordinate Judge.

4/12/91
27-6-91

2/260.PK.

189

P. W. DEPARTMENT.

Current No.

82
6594
8715/91

From

Y. arla Gedda Naidu

ENCLOS.— 3

No.

Dated 17-6-91

Received 19-6-91

SUBJECT.

Praying for the payment
of the amounts due to
him —

DISPOSAL.

No. 429 & dated Olatācamund
June 23-1891.

Referred to
the Supt. Engineer
VI Circle for favor of
report on the petitioner's
claims.

Submitted to Col RE
Ag Chief Engineer

Copy of letter from the Executive Engineer
No. 11. Penjar Division to the Supt.
Engineer, VI Circle.
No. 1181 of 24 July 1891

2507
12

With reference to your No. 15812
dated 26 June 1891. I have the honor
to report as follows:—

2. The contract of one Shumunga
Musalia was accepted in Sept 1888,
for the construction of the masonry
works in I Reach. He was paid
between March/88 and July/89 the
sum of Rs 23,78-11-8 on bills amounting
to Rs 26,937-12-9. balance Rs 3109-1-1.
3. By the end of July/89, the Con-
tractor appears to have got into diffi-
culties and an injunction was re-
ceived from the Mest Sub Court, Madras,
on the 30th of that month to prohibit
on the suit of one Yerala Gedda
Naidu, payments being made to
the contractor, and on the 3rd August
he wrote to the late Executive Engineer
asking that the contract may be
transferred to this Yerala Gedda
Naidu, who seems to have been
a partner of Shumunga Musaly,
but had not been recognised as

such. So this Mr. Jajet replies
on the 7th August 1899. That the San
Permitting business does not
object to you effecting the transfer
on the same conditions as are
contained in the present con-
tract now in force"

4. On the 20th idem Yerrala Gadda (?)
Naidu in reply to the above states
that he accepts the contract, but
desires that all necessary works as
far as Natchikulam he gives to
him to prevent his sustaining loss.
This was replied to by Mr. Jajet
on the 22nd of the same month to the
effect that only those works named
in the Schedule contract would be
given him.

5. On the 20th September 1899 a power
of attorney for Yerrala Gadda Naidu
to receive all money due to the
firm was received in the Executive
business office, but on October 4th
and 7th prohibitory orders were
issued from the Municipal Court
Madrass preventing payments
to either party - Between the 12th
July 1899, date of last payment

to Shammugha Nudalige and the date
of the injunction no payments
were made to either party. On the
16th of that month the Chief Engineer
Periyar gave orders that the accounts
of Shammugha Nudalige were to be cleared
and a copy of the letter was sent to

2507/13

Yerrala Gadda Naidu in reference to
his petition requesting payment
under power of attorney -

6. The sum of Rs 1313.10.5 being the
net amount due to the Contractor
after adjusting his accounts, in
addition to Rs 2100 Security money,
was paid into the Sub Court on
the 15th January 1900. In the Schedule
No. 1 showing the amount due to Con-
tractor submitted by the petitioner -
item No. 1. entry is correct.

" No 2. do. do.
" No 3. the entry of Rs 5094.7.5,
Rs 4210.20.0 and 884.7.5 is incorrect
but ought to be Rs 4394.2.8, 4067.2.8
and Rs 327.0.0.

item No. 4. Nearly correct.
" 5. the 2nd & 3rd figures ought
to be Rs 2074.0.5 and Rs 109.12.11
instead of Rs 2305.5.3. + 380.8.1

Item No. 6 - correct.

item no. 7. Rs 193.5-4. should be instead
of Rs 1671-0-0.

" no. 8. amount paid into the
sub fund.

In schedule no. 2.

item no. 1. correct.

" " 2. ought to be Rs 359.8-11
instead of Rs 279.8-11.

items no. 3, 4 & 5. not known, no bills
were received in this office.

item no. 6. ought to be Rs 312-4-0
instead of Rs 380-0-0.

item no. 7. not known.

7. Office copies of the bills showing
the transactions mentioned in
the Schedules are herewith sent
together with those of final bills
and a copy of the ledger. From the
final bills it will appear that
Rs 5,482-1-5 has been deducted
on account of materials originally
charged in previous bills but since
found wanting on final check.
They were never brought to the work
site.

8. In conclusion it is apparent
that even if the petitioner is the
legal representative of the estate

Shunmugam Nudaly, there are no
moneys due to him for work done
or materials supplied in this division.
The accounts were long ago closed
and if he had objections to any
measurements they should have
been made at the time. It is
impossible to remeasure materials
used up more than two years ago.

Thence &c.

Signed G. P. Sailer

Encl. in 1771 Papers

Inu copy.

2507
14

W. Martin

Copy Supply Engineer

6 Feb.

No. 260. P.R.

OFFICE OF THE SUPERINTENDING ENGINEER,
6TH CIRCLE.

Tychinopoly, 13th August.

1891

Des: 15th.

From J. M. Martin Esq
Superintending Engineer,

6TH CIRCLE.

To

The Chief Engineer,

PUBLIC WORKS DEPARTMENT.

SIR,

ENCLOSURES. 5

1 copy of L. Sup. No.
1151
24.7.91.

1 Encl. endorsement
No. 429.5
23.8.91. with

1 Schedule &
2 copies of
Judgments.

With reference to your memorandum No. 429.5 of 23rd June 91, in the matter of certain claims made by one Yarla Gadda, the successor of Shumunoga Musalia, Contractor for works in No. 1 reach main channel, Piriyar Propit, I have the honor to forward copy of letter No. 1151 of 24th July 91 from the Executive Engineer No. 2 Piriyar division -

2. From para 3 it will be seen that Shumunoga Musalia wrote to the Executive Engineer on 3rd August 1889, asking that his contract may be transferred to Yarla Gadda, and that the Executive Engineer accepted the transfer & wrote to Shumunoga Musalia on 7th Aug 89, that the "Superintending Engineer does not object to your effecting the transfer on the same conditions as are contained in the present contract now in force." The offer was made

completed by means of a Power of
attorney, ^{dated} 20th September 1889, but
on the 4th & 7th October following the
Executive Engineer received notice
from the District Munsiff, ~~Patil~~,
Madura, not to pay either Shun-
muga Musalia or Yarla Gada
pending the settlement of a dispute
between them. Between the 12th July 1889,
the date of the last payment to
Shunmuga Musalia, and the 4th &
7th of October 1889, payments were
not made to either of the men.
On the 16th October 1889, the Chief Engineer
Priya Prasad gave orders that notice
should be sent to Shunmuga Mus-
dalias of the entire termination of
his Contract, and his accounts closed
as the progress made by him was
not satisfactory. A copy of this order
was sent to Yarla Gada on the
16th October 1889.

3. From the foregoing it will be noted
1st that Yarla Gada was accepted
a successor to Shunmuga Musalia,
subject to the provisions of the original
Contract; 2nd that he was not
formally accepted until 20th Sept 89.

the date of the Power of Attorney —
Consequently, I think the Chief
Engineer had authority under
the old Contract to cancel the
Contract and, therefore, I think
Yarla Gada has no real position
as regards this point. Then as
to any work he himself might
have executed, I think it is almost
certain he did not execute any work
at all, for the time between 20th Sept 89
the date of Power of Attorney, that
is, the date he was finally accepted
as successor to Shunmuga Musalia,
and the 16th of October, when the
order of the Chief Engineer cancelling
the Contract was communicated to
him, was so short that it was
almost impossible for him to do much
work.

4. ~~As~~ ^{As} regards Schedule No 1 & 2
shown in his petition, the Executive
Engineer explains in para 6 of his
letter that the net amount due,
after adjusting the accounts for all
work executed was Rs. 1513. 10. 5, and
that this sum was paid into the
Sud fort on 15th January 1890, in

addition to Rs 2100 - the amount
of the Security money from the
Shumungu Mudalia; and in
answer of his letter the Exe.
utive Engineer explains that
it is 5482 - 1-5 more deducted from
it being the value of materials
found wanting on final measure-
ment, and, that in fact, they
were not brought to site. More-
over the Executive Engineer points
out that although it is a long
time since the accounts of Shum-
ungu Mudalia have been
closed, Yarla Gedda has not
made any claim except
on the present occasions -
5. So far as I can form an
opinion, I believe Yarla Gedda
cannot in reason force his
claims, and therefore I
recommend that he should
be informed that his
claims have been con-
sidered & that we do not
admit that any money

is

I have the honor to be
Sir
Your most obedt Servt

L. W. Martin
Offg. Deputy Engineer
B. P. S.

2507
17

Generala Gadda Naida
Contractor No 2. Penjar &
— Explaining that
the money is due to—
under the circumstances
and that he be informed
accordingly.

Submitted by

It will be within the
recollection of the
Hon. Member that
in 1889 a petition
was received from one
Pemberton who desired
changing the Target
and Refrains on Abolition
Sunday School with
improper conduct in
connection with the
sale of a contraction
of some furniture belonging
to the former Officer -
The matter was and

P. W. D. 6th CIRCLE.

From

The Superior

No.

D.

Government of Madras.

PUBLIC WORKS DEPARTMENT.

Ootacamund,

188

C. No 87/15

OFFICE NOTE.

From

For order

To

Mr. H. E. Stokes C.D.

It will be within the
recollection of the
Hon. Member that
in 1889 a petition
was received from one
Pankaj Lal Das
concerning the
land. Papers on the
subject of the
improper conduct in
connection with the
sale of a contract
of some furniture belonging
to the former Officer.
The matter was

2507/19
The two judgments
were in C No 87/15
and on the file -
R.P.
18/9/91

how he did
preservation is based on it
on 12 it is stated that Mr. Targat
compelled to admit that the
had procured a cow for his
at some construction for his
it. It is said that he did
pay for them, as it would
have been his evidence or
for his purpose that he did not.

P. W. D. 6th CIRCLE.

From

The

No.

D.

Government of Madras.

PUBLIC WORKS DEPARTMENT.

Ootacamund,

188

C. No 8715

OFFICE NOTE.

From

Mr. H. E. Stokes

To

C. D.

It is, as stated in the note, abundantly clear that the real purchasers of the furniture were the Messrs. and the Contractor. When the money was paid by him to Mr. Abdul Kadir, who by himself or his cousin sent it to Mr. Target. As regards the latter Officer however I don't find anything in the judgment to show that he was a party to the ~~conspiracy~~ dealing between the Contractor, or to invalidate the conclusion arrived at in C.O. 26 Nov 87 No. 3566 W. It is true that the last page in para of the order in C.M.O. 203 of 1889, observes that when Mr. Target came to know of the disposal of his furniture by the Contractor the Contractor he seems to have tried to back him up. But how he did this, or on what evidence the observation is based is not stated. In para 12 it is stated that Mr. Target was compelled to admit that the Contractor had procured a cow for his use & paid at some construction for his benefit. It is also said that Mr. T. did not pay for them, as it otherwise would have been if there had been evidence or suspicion for his purchase that he did not.

It will be within the recollection of the Hon. Member that in 1889 a petition was received from one Penkates who complained of Mr. Target and his superior Mr. Abdul Kadir in connection with the sale of the furniture belonging to the former Officer. The matter was then

gained into the
 rendering, then in
 charge of the Paris
 Project works, and the
 conclusion arrived at,
 which was accepted
 by formal (F.O. No
 3305 H. of 26 Dec. 1899)
 was to the effect that
 the Target was guilty of
 a serious indiscretion,
 but that the appeal
 was formal for charges
 with corrupt
 dealing in the matter.

The ownership of the
 furniture in question
 found the subject of
 a suit in the

If he did pay for them, he was still
 of indiscretion in employing a com
 in this way for his private concerns.
 I don't think the addition to his income
 now received is so great as to make it
 in consequence of us to inform his superiors
 or to take any further steps
 regarding him. I suppose the circum
 stance in him in 1889 has been much
 communicated with his confidential
 reports.

The supervision contract demands that
 but no orders of fact about him
 have been passed and I see no ob
 stacle to his case being dealt with by
 the Chief Engineer subject to the
 report as is the usual course.

The present petition of George John
 Heywood shows he was in accord
 dance with the report of the C.E. to
 the effect that there is nothing due
 on the contract.

4th
 24 Aug.

L.W.
 Order No 333 was 31-1-90.
 This point was not specially
 referred to in the Confidential
 Report - but as the Report itself
 was unfavorable, the result is
 the same.

27-11-91.

& Already done. Order P.O. 2507 of
 18 Sep 91.

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 21

subordinate Court of
 Prudence that, and
 the undersigned has
 now seen for the first
 time, copies of the
 judgments in this
 suit and in an other
 of which this is
 an offshoot - there
 papers being seen sent
 up of the Supreme Court
 Engineer as accompani
 ments to a report on
 a petition of the
 plaintiff in the case

It is abundantly
 clear from these papers
 1st That the promise
 in question was really
 brought of the contract
 as recorded in the
 original petition,
 and that the
 alleged promise by

a small number on
behalf of a member of
the Committee finally
was James' petitioners -

2nd Part. Whether or
not these facts were
known to the Target
they were certainly known
to Abdul Dutt, and
that the latter got
up the petitioners claim
in order to divert
attention from the
real facts -

So far as the Superior
is concerned, the member
in point could deal with
the matter as Chief Justice,
but thinks it right to
lay the facts before
the Hon. Council, partly
because the case has
been of great importance
subject of an order

2507
22

of government,
partly because it is a
question whether any
further action should
be taken of the
Target's share in the
transaction. The latter
is now serving in

High Court 2507
22

Para 12 of the
subordinate Judge's
judgment on the
petition (No 212 of
1889) is somewhat in-
comprehensible -

The first defendant
(Hammam Khan) is
very young and may not be
a "competent" of Superior
Abdul Dutt's, but he
was formerly known
to the undersigned as
the contractor for the
masonry work on the

The Superior in question
 had nothing to do with
 the Pearl Hills work,
 nor is it clear why a
 Geological supervisor
 should have a skin in
 coal -

8

This fragment of the
film has been found on
Alond Pennycuik's table.
Please see whether it
can be completed from the
Madras records. 507,

C. A. W.

I think you will find the file to be now complete.

now complete
H.O. No 3366 w of
26.11.92, referred to
in Col. Pennyman's note
for order of 21.8.91
was in the confidential
press & I have now been
told that H-appears to
have been purged with
this same file on a
former occasion, &
to have been returned
to him.

Shed Hills restoration
in 1884-85, and it
was owing to his excellent
work that he
was selected for the
assignment from several
candidates for the execution
of the work on the
Pine Pine Channel, in
which he has most signally
failed.

The Superior in question
had nothing to do with
the Shed Hills work,
nor is it clear why a
Machinist's supervisor
should have a hand in
work.

S
21.0.91

to compile records separately
The two judgments
in the file, on which the
order for orders was
written, are enclosed
in Cas 8715 of 18.9.91 -
the latter Cas was
disposed of by S.O.
no 2507 of 18.9.91

(vide no 4602 of 24.11.92)
The two documents
have been removed
from the latter file by
Col. Pennycuik to be
dealt with separately.

+ taken for Cas
11702 on 24.11.92
7.11.92

SAW
I find that no action
is required in regard to
Mr. Targit, and that the
Contractor's petition was
disposed of in S.O. 2507 of
18.9.91.

Please enquire and
let me know in Madras
whether any action has
been taken in regard to
the Supervisor, Abdul Latif
under this note of 26. Aug. 91.

* none directly on
this note of 24.9.91.
H.S.
11-41

The accompanying
note for orders, with the
H.S. remarks thereon,
was one of the papers
before Col. Pennycuik
on his table at Madras.

It was written with
reference to the judgments
enclosed in S.O. no 2507 of
18.9.91. 2507/24

No action appears
to have been taken by
Col. Pennycuik on the
part of the notes which
relate to the conduct
of Supervisor Abdul
Latif Sahib.

The Contractor's
petition was disposed
of by S.O. no 2507 of
18.9.91, & Colonel
Pennycuik retained
the note for orders
probably with a view
of dealing with Abdul

Shed Hills restoration
in 1884-85, and it
was owing to his excellent
work that he
was selected for the
understand from several
tenders for the execution
of the works on the
Perigou River Channel, in
which he has most signally
failed.

The Superior in question
had nothing to do with
the Shed Hills work,
nor is it clear why a
Arabianese supervisor
should have a hand in
work.

D 21891

Latif Salih's case
separately, the Am.
left the matter to
the furniture to
action, which the
refer, took place in 1890
Supervisor Abdul
Latif Salih was transferred
from Perigou to II Div.
to the I Circle in 1890,
he has now been re-
transferred to the VI
circle.

But he considered
that it is now too
late to take any action
on the matter, the letter
will be filed with
No. 2507 of 17.8.91.
for orders.

Cu
6.12.92
+ 405 for 6/12/92

No 2507 of 13 Sept 1891 P.O.D
~~Memorandum~~ 507/3
2/25

Petition from Yarla Gedda Naidu
dated since 17.1891.
Letter from the S.E. VI Circle No. 260 P.O.
dated August 13. 1891.
Petition from Yarla Gedda Naidu
dated September 9. 1891.

The petitioner
is informed that
his claims for work
done in the No II
Perigou Division
have been inquired
into, and that it
would appear that
no money is due
to him on his
contract.

The Petitioner
Copy to the S.E. VI Circle
9/12/91

D 149

No 2507 Waf 18 Sept 1891

(25)

26/9

Obs 64. ft
mis. 11