

- (1) பக்கங்களின் எண்ணிக்கை 4
 (2) புதுக்கித் திருப்பிய நாள் 12.90
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 10/2

தமிழ்நாடு ஆவணக் காப்பகம்.

(96)

தமிழ்நாடு அரசு

PWD துறை

அரசாணை எண். மு. கோப்புத் தாள் எண். <u>2573</u>	அச்சகம் பலவகை
நாள் : <u>24-9-1891</u>	198 .

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

2 Sheet

No. 762 GEN.

FROM,

C. Mitford Smith Esq^r

Off^r SUPERINTENDING ENGINEER

FIRST CIRCLE.

TO,

THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT.

DOWLAISHWERAM, 11th September 1891.

Enclosure

1. Plaint in Telugu
1. Translation of the same

1. Draft answers

1. Extract from
the Court

4

SIR,
I have the honor to report that one B. Gopalakrishnamma late a contractor in the Parla-
kinidi Estate in the Ganjam Division filed a
suit in the District Munsiff's Court at Chicacole
against the Zemindar of Parla-
kinidi and the
Executive Engineer Ganjam Division for the re-
covery of Rs. 2072-14-2 said to be due to him on
account of certain works executed by him & mate-
rials supplied &c.

2. The circumstances of the case are briefly
stated below. In 1882 that is, when the Parla-
kinidi Estate works were in charge of the Estate
Engineer under the Collector of the Ganjam District
the execution of certain works connected with
Kinigam Gadda (a small hill stream) & of certain
Livery buildings in the Parla-
kinidi Estate was
given out on contract to the above named
individual (B. Gopalakrishnamma).

3. It appears that the works were being
done properly & payments made up to end of May 88.

When disputes arose between the Contractor & the Estate Engineer regarding the measurements &c. In August 1884 the Contractor stopped the execution of the works of his own accord.

4. In June 1885 the works of the Parlakimidi Estate were transferred to this Department & the claims of the Contractor in connection with Kani-gam Sedda works were finally settled and the Contractor received payment of Rs 203-7-10 in August 1886 in settlement of all demands on account of the above works. His claims for works connected with Sivery buildings were settled in Jan '86. He was paid Rs 213-1-5 in July 1886 as a payment. It is thus evident that nothing is due to him.

5. The plaint bears date the 29th November 1890 and the Executive Engineer states that he received notice of the institution of the suit on the 22nd December 1890 & a summons on the 25th February 1891. He prepared the draft answer in the month of August 1891 that is ^{after} a lapse of 5 months after the receipt of the summons & he explains the delay in his letter No. 1922 of the 5th September an extract from which is herein enclosed for your information. I ordered the Executive Engineer to defend the suit pending the sanction of Government as the hearing of the suit was fixed after several postponements for the 2nd September 1891. Copy of the plaint & the answer are herewith submitted. & I request that you will be so good as to obtain the sanction of Government to defend the suit at the cost of Government for the present. The Executive

Engineer reports that the Collector of Tanjore District decided that the costs connected with the defence will be borne by the Zemindar of Parlakimidi & on the decision of the suit a bill of costs incurred will be drawn up by the Executive Engineer & forwarded to the Collector for recovery of the amount from the Zemindar.

I have the honor to be,
Sir,

Your most Obedient Servant

Wm. J. Smith

Off^r Sup^r Engineer & Circle

Cvt

FROM,

C. Guilford Smith
SUPERINTENDING ENGINEER

FIRST CIRCLE.

TO,

THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT.

DATED

DESPATCHED

RECEIVED

No. 762GN

ENCLOSURES 4

SUBJECT.

P. Gopala Kristnamma
lali a contractor in the
Parlakiniidi Estate.
Forward a copy of the plaint
in the suit brought by
with a draft answer & requests
to obtain sanction of Govt to
defend the suit at the Govt
House for the present.

The Defence of
the Suit is Sanctioned

0073

17.9.91

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(2)

S.E.I Circle

with 4 Encls

2/10. For No. 762GN

Obs 85 of m. 21. 17

Hm 19. 17 023 7.91