

- (1) பக்கங்களின் எண்ணிக்கை 4
 (2) புதுக்கித் திருப்பிய நாள் 9/90
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 600

தமிழ்நாடு ஆவணக் காப்பகம்.

(131)

தமிழ்நாடு அரசு

P.W.D. துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	895	அச்சகம் பலவகை
நாள் :	30-3-1891	198

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

2-sheets

ஆவண. கா-1-18,006-15-6-87.

Ar. You

895

No. 1337

SUPERINTENDING ENGINEER'S OFFICE,
V Circle, Madras,
Chennai, 22nd March 1891.

From

Mayer D. McNeill Campbell Esq.

SUPERINTENDING ENGINEER, V CIRCLE,

To

THE Chief Engineer
P.W. Dept.

SIR,

Enclosures. 6.

Translation of
Plaint. 1

Answers to 1

Memo to Sub

St. Officer Ma.

- regarding N. 2411

17-7-89/89.

Supdt's letter N.

112

18-2-90

Contract N. 606

- amount

Memo N. 606

22-2-90 6.

I have the honor to state that Mahalinga Jitawalla, a Contractor in the Nagapattinam Division has filed a suit in the Court of the Subordinate Judge, against the Executive Engineer for the recovery of Rs. one hundred and ten.

2. A translation of the Plaint and a draft of the proposed defence to are enclosed.

3. The Plaintiff entered into a contract with the Executive Engineer in August 1889, for clearing silt & planting Kauri in the bed of the Nayanar for Rupees 529 and Rs. 186 respectively and deposited Rupees 35 as security for execution.

execution of the work Date of
 completion being 31 March 1890.
 The Executive Engineer issued
 the necessary instructions on
 7th August 1889 to the Sub Divi-
 sional officers for the execution
 of the work, with the remark
 that the Silt-clearance should
 not be put in hand till the
 February following that being
 the time when the water in
 the river is usually at its lowest.
 The Contractor however did
 nothing till the 22 February
 when the Executive Engineer
 cancelled the Contract and
 credited the Security money
 to Government for failure of the
 Contractor to fulfill his con-
 tract.

The Amount claimed by
 the Plaintiff consists of
 Probable profit if he exe-
 cuted the work — } Rs.
 Return of his security money, 35
 Interest ————— 5
 110

Certain reasons are given in the
 plaint for non commencement
 of the Silt-clearance but with
 respect to the Naval planting
 which

which should have been
 commenced in December 1889,
 or January 1890, nothing had
 been done by the Contractor
 and no reasons are given
 by him as to this. on this head
 alone the Contract could be
 cancelled and the Security
 forfeited to Government
 as February is not the
 month for planting Naval,
 January being the latest. I
 request that sanction may
 be given under Code para
 405 to the defence of the Suit
 being conducted at the
 public expense. The Case
 is adjourned to the 10th April
 1891 and I request early
 orders.

I have the honor to be
 Sir
 Your most obed^t Serv^t

Thos Campbell Major R.E.
 By Supd Engr 5 Circle

From
The Superintendent Engineer
to
5 miles

~~Handwritten initials~~
B

No 895 or 730.3

The Chief Engineer
P.W. Department

Dated 22nd 8
Recd 1891

^{100/9}
The defence of the
suit at the public
expense is authorised.

Encl 6.

^{100/3}
25.3.91
S. G.

No 133 B
Mahalinga Jettavallur
a Contractor in the Nag-
palam Division.

Requests that sanction
may be given to the dis-
-pense of suit filed by -
being conducted at the
Public expense.

(2)

Cur Wm
26/3
with order.

S. G. V (encl with encls.
Exe P.W. acts
30/3
13/11