

Public Works (1898) Department.

*Urgent*  
✓

G.O., No. 222 W

DATED 26<sup>th</sup> January '98

[Despatch Abstract.]

Bapatla Taluk Office : Ordered that the papers relating to the Suit filed by the Contractor of the ———, be forwarded to the Sub Judge, Madras, for opinion whether sufficient notice was given of the Cancellation of the Contract

W. B. Z.

# Public Works (1898) Department.

CURRENT No. 521

Condition 13 & 14 of the Contract Bond require 10 days' notice. In para 3 of the plaint, the contractor says no such notice was given. The Engr. in reply points to his Note to the Contractor, as sufficient notice. This seems to me doubtful. The opinion of the local Officer of the land on this point must be obtained, before the

From J. Hannan Esq.  
Supy Engineer II Circle  
this point must be obtained, before the  
defence can be sanctioned.

Order

The defence of the 25.1.98 No. 160 HW

suit is sanctioned.

2. The local Govt.

Plaintiff should be  
consulted in regard to  
the defence.

Dated 17 January 1898

Received

Registered

Enclosures 58

Spare copies

SUBJECT.

S. S. II case  
with 8 enclos  
G. M. M.

note. The plaintiff, the  
contractor for the Bapatla  
Toluk Office, was the Govt.  
for alleged improper  
consultation of his agent,

Suit filed by Anurupa  
Judi Svaranulu Contra  
on Bapatla Taluk Office  
Recommending to obta  
panction of Govt.  
to the — being  
by at the public m. p.

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and for alleged improper rejection of bricks supplied by him -

The Ex. Sup. maintains that he gave the Contractor warning that his contract would be cancelled, and that the man supplied very inferior bricks, unfit for the work.

The Ex. Sup. states that it would probably be cheaper to compromise the case than to defend it, but that as it is a representative case of an incompetent Contractor taking a contract, & hoping to make profit out of bad work, it should be fought out.

It does not appear that the local Govt. Pleader has been consulted in regard to the defence. It is proposed to tell the Ex. Sup. to take his advice.

The order cancelling the contract is not attached to the papers but it is presumed that it has been under Clause 14 of the Contract. The case has not been submitted yet. Who is very complete papers, but the necessity for defending it is, I think, established.

W.D. 21-1-84