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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Cerna 20.11.1859

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Not to be folded or roughly handled

Read the following letters.

No. 130. From Lieutenant-Colonel J. H. BELL, Chief Engineer; to J. D. BOURDILLON, Esq., Secretary to Government, dated 21st September 1859, No. 5280.

With reference to the orders of Government marginally quoted,* I have the honor to forward an original letter from the District Engineer of Chingleput, explaining in detail the transaction reported upon by the Collector, in connection with the repair of the Veeraragaven sluice of the Tirunirmalai tank near Palaveram.

1 Letter from District Engineer, Chingleput, No. 659, dated 22nd August, 1859.
1 do. from do. No 842, dated 16th September, 1859.
1 do. from officiating District Engineer, Tanjur, No. 170, September 28th, 1858
* No 1930, dated 12th August 1859.

2. By certain arrangements made in December last, in consequence of the death of a Sub-Overseer of the 1st class, the District Engineer placed two Sub-Overseers of the 2nd class, in charge of the Sydapett and Poonamallee tálúqs, with instructions to forward their accounts to Overseer Vélumailu Mudali who had charge of the three military cantonments of Saint Thomas' Mount, Poonamallee and Palaveram, Vélumailu, however, was not required to inspect and examine the works in those tálúqs, but merely to exercise a proper check on the accounts submitted to him by the Sub-Overseers entrusted with their charge.

3. Towards the end of January last, Raugáchári made a verbal application to Vélumailu Mudali for the contract, for the work above alluded to, amounting to Rupees 194; the Overseer at first refused to comply with his request, as on a former occasion when he made him an advance of 560 Rupees for the supply of bricks, Raugáchári sold the bricks to another individual without making good the advance to the Overseer, who was under the necessity of suing him for the amount; but subsequently on Raugáchári agreeing to take the contract without any advance, and with an understanding that on the completion and approval of the work, the amount of the estimate, minus the charge for superintendence due to Kistna Ráo, (deputed by Vélumailu to superintend the work), should be taken in part liquidation of the debt (Rupees 560) due by him, the Overseer consented to the terms and gave him the contract.

4. No written agreement, however, was entered into with Raugáchári for two reasons, in the first place, because no advance was made for the work; secondly, if an agreement were given, and the work found not to progress favorably, it could not have been cancelled, without waiting for the stipulated period set forth in that agreement.

5. It was Kistna Ráo's duty to have given his whole time and attention to the superintendence of the work, instead of which it was shewn by the evidence that he was engaged by Raugáchári in the purchase of chunam in the neighbourhood. During the former's absence the sluice was broken up, and when he returned to the tank he had seen 42 stones, which Raugáchari stated were all that he discovered. Kistna Ráo personally reported this circumstance to Overseer Vélumailu Mudali, who was at Sydapett, and on the latter ascertaining from Kistna Ráo that the stones (2 to 2½ feet long) were not of a sufficient length, he did not order them to be used for the sluice. The District Engineer observes, that the Collector was wrong in stating that Kistna Ráo was all the time at Oddapollium and never went near the sluice, for he appears to have been present at the re-building of it. The day following that on which Kistna Ráo reported the discovery of the 42 stones, the Overseer received a letter from Raugáchári reporting that 42 stones had been found, and requesting that he would send Sub-Overseer Sanjivi Ráo to sell them to him. No reply was sent to this letter, but instructions were given to the Sub-Overseer that the stones were not to be sold until he (the Overseer) had personally examined them.

Paragraph 4 of Collector's letter to Government, No 36, dated 6th August 1859.

6. When the District Engineer received the information that Raugáchári had been removing the stones, he proceeded to the spot on the 18th March, and on the same day charged him before the Magistrate, who accordingly sent a Peon to apprehend Raugáchári. Captain Moberly observes, with reference to the 9th paragraph of the Collector's letter stating, that when the District Engineer rode out to the village to enquire into the matter, Raugáchári acknowledged to him that he had removed the stones with Vélumailu's permission, and was to give

credit for them in his accounts, that no such evidence was given by him, and that it is incorrect. Captain Moberly was never put on his oath before the Magistrate, nor any deposition taken from him. In his deposition before the Principal Sadr Amín, he said nothing of the kind. Captain Moberly further states, that on his going to the sluice he enquired from Raugáchári where the stones were, and was informed that he had removed them from the sluice to be taken care of, as he had received no reply to his letter to the Overseer requesting him to sell the stones. Raugáchári never made any statement to him about the removal of the stones with Vélumailu's permission, or his giving credit for them in his accounts, nor had he done so when Vélumailu was giving his evidence, but this was only mentioned in his defence before the Magistrate. For these reasons, Captain Moberly considers the statement of Raugáchári, that he had previously made a verbal engagement with the Overseer for the purchase of the stones, as utterly false.

Paragraph 9 of Collector's letter.

7. It will be observed from Raugáchári's deposition before the Magistrate noticed in the review by the Sessions Court of the Principal Sadr Amín's decree, that he removed the stones from the sluice between the 25th February and 4th March, and his letter to the Overseer, reporting the discovery of the 42 stones and requesting to purchase them, is dated the 7th March, from which it is clear that Raugáchári removed the stones without the knowledge or consent of Vélumailu.

8. With reference to the 6th paragraph of the Collector's letter, Captain Moberly observes that in his evidence before the Principal Sadr Amín Kistna Ráo denied that he had ever been present at the *breaking* up of the sluice, and he is, therefore, not aware at what place and time the Moonsiff's evidence was given; and in reference to the Overseer, in his examination before the Magistrate, having made no allusion to the offer he received from Rungáchári for the purchase of the stones while he produced the written offer before the Principal Sadr Amín. Captain Moberly states, that Vélumailu's evidence was only regarding the contract, and to his recollection no questions were put to the Overseer by Raugáchári.

Paragraph 7 of Collector's letter.

9. The District Engineer further answers the remark of the Collector, that the least reflection should have convinced the Overseer that there ought to have been a greater number of stones in the old sluice than 42, by stating that the sluice was 20 yards in length, and 42 stones, 1½ foot broad, would just fit 21 yards, and that it has been customary to build sluices, tunnels, &c., with brick walls and covering stones.

Paragraph 9 of Collector's letter.

10. In conclusion, Captain Moberly observes, that the Magistrate committed the subordinates of the Public Works Department, to the Principal Sadr Amín, without giving them an opportunity of hearing what charges were preferred against them, or of making any reply to or a cross examination of the party on the statements in whose defence they were committed for trial. Vélumailu Mudali was only before the Magistrate for a short time on the 21st March, and the case lasted till the 31st idem. In the opinion of Captain Moberly, if a hearing had been allowed to the Overseer, he would have explained matters satisfactorily. Vélumailu Mudali, who has been long in the department, and for many years in the Chingleput district, has always borne a good character, while on the contrary, it is stated that Raugáchári is a man of notorious character, having been tried and convicted by Mr. Shubrick himself, when he was acting Session Judge, for the robbery of certain jewels from the Tirunirmalai pagoda.

11. With regard to the culpability of the parties concerned, it is stated by the District Engineer that Kistna Ráo ought to have remained at the work during the whole time of its construction. He did not do so, but very improperly allowed himself to be employed by the contractor Runga Ráo in purchasing chunam for him. He is suspected by the District Engineer of connivance with Runga Ráo, and is evidently not to be trusted; but as he was only a temporary servant it is sufficient to prohibit his being again entertained.

12. Overseer Vélumailu was informed by the District Engineer, that there was no necessity for his visiting the tálúq works, and cannot, therefore, be blamed for not doing so; but he is very much to blame for employing as a contractor a man who had already, according to his own account, cheated him; and his offence is aggravated by the fact that the contractor was, under the new engagement, to wipe off in part a debt to the Overseer himself, who had been justly held responsible for an unauthorized advance formerly made to the same contractor, Raugáchári. The District Engineer has not explained how it occurred that this contract was unknown to himself; and I have, therefore, called upon him to report the nature of the supervision which he exercises over his subordinates in such matters.

13. Sub-Overseer Sanjívi Ráo neglected his duty in not seeing the sluice broken up, and the materials of which it was composed; but he is in measure excused by the District Engineer on account of the other works of the tálúq requiring his attendance.

14. Had not the Court of Foujdári Adálat decided that the Public Works functionaries were not responsible for their acts in the matter to the Magistracy, but to the District Engineer alone. I should myself have strongly objected to the Magistrates proceedings in committing the District Engineer's subordinates for trial without the prosecution of that officer.

15. About a year ago, the Joint Magistrate of Tanjúr acted in a somewhat similar manner. He did not go to the length of committing the alleged offender; but on the mere complaint of another subordinate of the department he considered himself authorized to require from the District Engineer certain documents supposed to contain proof against the accused party. In this case the complainant had not the smallest interest in the matter; and I have always understood it to be an established rule that charges of fraud can be prosecuted only by the aggrieved parties.

16. The accompanying letter from Major (Lieutenant-Colonel) Boileau, late officiating District Engineer of Tanjúr, with its enclosures will afford information as to the case in question, upon which there has since been a long correspondence with the District Engineer, whose reports will be laid before Government when the subject is complete.

September 28, 1858, No. 170.

17. As Overseer Vélumailu, who bears an excellent character, has been subjected to the indignity of committal for an offence of which he has been acquitted by two Judges, and for which the highest Court has ruled that he ought not to have been committed at all, I do not recommend that he shall receive any further punishment for his very blamable conduct in regard to the contract.

18. I beg to add that the Deputy Chief Engineer of the Centre Circle, differs from my view of the responsibility of Overseer Vélumailu who he considers was not absolved by the District Engineer's orders from the duty of visiting a work within six miles of his station, and under an agent employed by himself. It appears to me, however, that the District Engineer has twice adverted to his orders for the very purpose of relieving Vélumailu from the responsibility in question.

No. 131. From Lieutenant-Colonel J. H. BELL, Chief Engineer; to J. D. BOURDILLON, Esq., Secretary to Government, dated 30th September 1859, No. 5591.

I have the honor, with reference to paragraph 12 of my letter of the 21st instant, No. 5280, to submit the accompanying letter from the District Engineer of Chingleput, stating that Overseer Vélumailu, did not inform him of the contract with Raugáchári because it was a verbal agreement which he did not look upon as a contract. It is clear from this that the Overseer wilfully concealed an agreement which he knew would not be approved by the District Engineer; but I have already expressed my opinion of the culpability of the Overseer.

September 24th 1859 No. 921.

2. With reference to paragraph 2 of the District Engineer's letter, I have enjoined him to exercise strict control over all contracts and agreements in his district for the future, and to warn his subordinates against conduct similar to that of Overseer Vélumailu Mudali.

No. 132. From CLEMENT DALE, Esq., Government Pleader, Sadr Adálat; to J. D. BOURDILLON, Esq., Secretary to Government, dated 21st October 1859, No. 129.

With reference to the correspondence noted in the margin, I have the honor to report for the information of the Honorable the Governor in Council, that the petition of Raugáchári was posted for hearing on Thursday the 20th instant; when the Court of Foujdári Adálat decided on referring again to the Sessions Judge, for information as to the nature of the further evidence he relies upon. When the case is again posted, I will attend and report the result for the information of His Excellency in Council.

Proceedings of Government, 12th August 1859, No. 1936, Public Works Department.
Letter from Government Pleader to Secretary to Government, 19th August 1859, No. 105.
Proceedings of Government, 24th August 1859, No. 2026, Public Works Department.
Letter from Government Pleader to Secretary to Government, 27th August 1859, No. 110.

No. 133. From CLEMENT DALE, Esq., Government Pleader, Sadr Adálat; to J. D. BOURDILLON, Esq., Secretary to Government, dated 7th November 1859, No. 138.

1. In continuation of the letter I had the honor to address to you as noted in the margin, I now do myself the honor of forwarding herewith, a copy of the order passed by the Court of Foujdári Adálat on the 20th ultimo, as also of the Sessions Judge's return, and the Principal Sadr Amín's letter there referred to, and to report for the information of the Honorable the Governor in Council that the Court of Foujdári Adálat have this morning refused to interfere with the order passed by the Sessions Judge.

21st October 1859, No. 129.

2. I will forward a copy of the order as soon as it is procured from the Court.

No. 134. ORDER THEREON, 19th November 1859, No. 2703.

1. These letters relate to certain transactions connected with the rebuilding of a sluice in the Tirunirmalai village near Palaveram in the Chingleput district. The circumstances of the case are as follow.

2. Overseer Vélumailu Mudali, who was in charge of the works in the three military cantonments of Saint Thomas' Mount, Poonamallee, and Palaveram, was in December 1858 put also in charge of the works in portions of the two tálúqs of Sydapet and Poonamallee. It was arranged by the District Engineer that the accounts of the works in those tálúqs were to be sent to the Overseer by the two 2nd class Sub-Overseers respectively in charge of them; but he was not to go into the tálúqs, and was only to see that the payments were properly made; though how that was to be done without visiting the works is not explained.

From District Engineer to Chief Engineer August 22nd 1859 paragraph 2.

3. In January 1859, one Raugáchári applied to Vélumailu Mudali for a contract to re-build a sluice estimated at Rupees 194, which had been sanctioned in the village of Tirunirmalai near Palaveram, Raugáchári, it is stated, bore a bad character, and had on a former occasion fraudulently broken an engagement which he had made with the same Overseer for supplying bricks, and for which he received an advance of Rupees 560. This advance having been made without authority, the District Engineer had held Vélumailu responsible for the amount.

Ibid; paragraph 3.

4. It is stated that for this reason Vélumailu first refused Raugáchári's offer to build the sluice; but he ultimately accepted it, and made an engagement whereby Raugáchári was to build the sluice for the estimated amount, Rupees 194; but no part of the money was to be paid to him. One Kistna Ráo was to superintend the work on behalf of Vélumailu; his salary Rupees 10 a month was to be paid out of the sanctioned sum; and the remainder

From District Engineer to Chief Engineer August 22nd 1859, paragraph 4.

was to be credited in diminution of the former claim, for which, as already said, Vélumailu had been held responsible. It is stated that no written agreement was made with Raugáchári,* and the arrangement was not† reported to the District Engineer.

* Note.—Raugáchári swore before the Criminal Court that the contract was *in writing*.

† From Chief Engineer September 30th 1859 above recorded.

5. In order to re-build the sluice it was necessary to open the bank and remove the old sluice. It was built either wholly or partly (it is not clear which) of granite stones, whereas modern sluices are usually built with a brick arch. The covering stones of the old sluice, if suitable, as they probably would be, ought however to have been used for the new one in place of the arch; but instead of that they were taken off by Raugáchári to Stréperambatoor. The circumstance that he was so taking away the stones was brought to the knowledge of the District Engineer (he does not say by whom) and he then went to the spot, and the same day charged Raugáchári before the Magistrate with making away with the stones, they being Government property.

6. The Magistrate examined the parties concerned, and Raugáchári then admitted having taken away the stones, but declared that they had been sold to him by Vélumailu for 100 Rupees. At the close of the examination the Magistrate discharged the accused Raugáchári, but committed Vélumailu, Kistna Ráo, and others, servants of the Public Works Department to the Criminal Court for "participation and connivance in embezzlement and misappropriation of public property." The Court acquitted and released the whole of the prisoners. The Magistrate appealed to the Sessions Court against this decision of the Principal Sadr Amín; but that Court upheld the decision, and further ordered that Raugáchári the original accused should be committed to the Subordinate Court for trial. The Magistrate disliking this order also, appealed again to the Foujdári Adálat, and that Court also supported the lower Court's decision respecting the persons committed by the Magistrate, on the ground that the Public Works Officers were responsible for their conduct in the matter to the District Engineer only. With respect to Raugáchári, as the evidence against him was that of his accomplices only, the Foujdári Adálat thought that the Sessions Judge would act wisely in dropping all idea of having him brought to trial. This the Sessions Judge declined to do;* and Raugáchári then appealed to the Foujdári Adálat who after making† a reference to the Sessions Judge, have now refused to interfere with the order passed by him.

From Magistrate August 6th 1859 paragraph 11 in Proceedings 12th idem No. 1930.

From do. do. paragraph 13.

* Proceedings of Session Court, June 21st 1859 in letter from Government Pleader 19th August 1859.

† From Government Pleader 2nd October 21st and November 7th 1859 above recorded.

7. The matter for the decision of Government is the conduct of the servants of the Public Works Department. Overseer Vélumailu is charged with having corruptly connived at Raugáchári's making away with the stones; the Chief Engineer acquits him of that charge, but considers him to be very culpable in making a contract on the terms stated above in paragraph 4, and with a man of Raugáchári's character. He however thinks that no further notice should be taken of his misconduct, in consideration of his having been improperly committed to the Criminal Court. The District Engineer praises Vélumailu as a very efficient servant, notwithstanding that he had made an unauthorized advance on a former occasion, and has now again made a most objectionable contract without the knowledge of his superior.

8. Kistna Ráo who was nominated by Vélumailu seems certainly to have been in collusion with Raugáchári; and this is the Chief Engineer's opinion. He is not, however, in the permanent service of Government; and it will be sufficient to order, as proposed by Colonel Bell, that he shall not be employed again in any capacity. Sub-Overseer Sanjívi Ráo also appears in no favourable light. It is stated that he was present when the bank of the tank was being opened to get at the old sluice, but that he did not wait to see the result; though no other reason appears why he should have been there at all. The District Engineer will be instructed to inform Sanjívi that he has come under the unfavorable notice of Government; and to warn him to be more careful for the future.

From District Engineer to Chief Engr. September 16th 1859, paragraph 6.

9. Of all the servants concerned in this case, however, the Government are decidedly of opinion that the most culpable is Overseer Vélumailu Mudali. His employment of Raugá-

chári with a secret understanding that a portion of the nominal cost of the work was to be appropriated to make good a sum for which he had himself been held personally responsible, was extremely improper; and but for the Chief Engineer's opinion in his behalf, the Government would have at once ordered his dismissal. They still think such an instance of *mala fides* should not be passed over with impunity; though they would wish to leave the exact degree and kind of punishment to the head of the department. They would wish Colonel Bell to consider whether after the repeated acts of dishonesty and breach of orders established against Vélumailu, he is a fit person to remain in the department, whether his superiors can properly continue to have confidence in him, and whether it is not necessary to the discipline of the department and for an example to others, that he should be dismissed from it.

10. The Chief Engineer's attention is requested to the arrangements specified above in paragraph 2, which seem to be at variance with those approved by Government in their order of 18th August 1857 No. 1597 respecting the executive distribution of the district.

11. The Government must observe lastly that the proceedings of the Magistrate appear to have been extraordinary even on his own showing. He committed Vélumailu and the others for "*participation*" &c.; and the man with whom they were thus charged to have "participated" was Raugáchári, yet he acquitted and released this latter. He appears also to have examined Vélumailu and the others as witnesses; and then to have made them prisoners and sent up their depositions as evidence against them without any fresh proceedings. The Court of Foujdáre Adálat has already declared that in sending Vélumailu and the others for trial at all, the Magistrate exceeded his jurisdiction. This agrees with the views expressed by Government in connection with a recent similar case in Tanjore. It is evident, as there remarked, that if the subordinates of any department were thus liable to be put on their trial for departmental offences, without any reference to their superiors, discipline and efficiency in such department would be impossible.

24th October 1859, No. 2495.

(Signed) J. D. BOURDILLON,
Secretary to Government.

Inhab Office of P.W.
Fort Saint George
21st September 1859

No. 5280

From
The Chief Engineer
To,
The Secretary
to Government P.W.D.

Encls 4.
1 Letter from Dist. Engr. Chingleput No 159 dated 22d August 1859
1 do from do No 2462 dated 16th Septr 1859.
1 do from Offg Dist. Engr Tanjore No 170 dated 28/8/59
No 1930 dated 12th August 1859

Sir,

With reference to the Orders of Government marginally quoted, I have the honor to forward an original letter from the District Engineer of Chingleput explaining in details the transaction reported upon by the Collector in connexion with the repair of the Veeraraghaven Sluice of the Teeroonicermalay Tank near Palaveram.—

2. By certain arrangements made in December last in consequence of the death of a Sub Overseer of the 1st Class, the District Engineer placed 2 Sub Overseers of the 2nd Class in charge of the Sydapett and Poonamallee

Taloobs

Caloots, with instructions to forward their Accounts to Overseer Valoomyloo Moossilly who has charge of the three Military Cantonments of Saint Thomas' Mount, Poonamallee and Palaveram, Valoomyloo however was not required to inspect and examine the work in those Caloots, but merely to exercise a proper check on the Accounts submitted to him by the Sub Overseers entrusted with their charge. —

3 Towards the end of January last Runga charry made a Verbal application to Valoomyloo Moossilly for the contract for the work above alluded to, amounting to Rupees 194, the Overseer at first refused to comply with his request, as on a former occasion when he made him an advance of 560 Rupees for the supply of bricks, Rungacharry sold the Bricks to another Individual without making good the advance to the Overseer, who was under the necessity of suing him for the amount, but subsequently on Rungacharry agreeing to take

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the contract without any advance, and with an understanding that on the completion and approval of the work the amount of the Estimate, minus the charge for superintendence due to Kistna Row, (deputed by Valoomyloo to superintend the work) should be taken in part liquidation of the debt (Rupees 560) due by him, the Overseer consented to the terms and gave him the contract.

4 No written agreement however was entered into with Rungacharry for two reasons, in the first place because no advance was made for the work, Secondly, if an agreement were given, and the work found not to progress favorably, it could not have been cancelled, without waiting for the stipulated period set forth in that agreement.

5. It was Kistna Rows duty to have given his whole time and attention to the superintendence of the work, instead of which it was shewn by the evidence that he was engaged by Rungacharry in the purchase of Chunam in the neighbourhood. During the former's absence the sluice was broken up.

up, and when he returned to the Tank he has seen 62 Stones, which Runga charry states were all that he discovered. Kistna Row personally reported this circumstance to Overseer Valoomy loo Moodelly, who was at Sydapett, and on the latter ascertaining from Kistna Row that the Stones (2 to 2½ feet long) were not of a sufficient length he did not order them to be used for the Sluice. The District Engineer observes that the Collector was wrong in stating that Kistna Row was all the time at Oddapollium and never went near the Sluice, for he appears to have been present at the rebuilding of it. The day following that on which Kistna Row reported the discovery of the 62 Stones, the Overseer received a letter from Runga charry reporting that 62 Stones had been found, and requesting that he would send Sub Overseer Sungeviah Row to sell them to him. No reply was sent to this letter but instructions were given to the Sub Overseer that the Stones were not to be sold until he (the Overseer) had personally examined them. —

para 6 of Collector's letter to Govt. No 36 dated 6th August 1859. —

6. When the District Engineer received the information that Runga charry had been removing the Stones, he proceeded to the spot on the 18th March, and on the same day charged him before the Magistrate, who accordingly sent a Peon to apprehend Runga charry. Captain Moberly observes, with reference to the 9th para of the Collector's letter stating that when the District Engineer rode out to the Village to enquire into the matter Runga charry acknowledged to him that he had removed the Stones with Valoomy loo's permission and was to give credit for them in his Accounts, that no such evidence was given by him, and that it is incorrect. Captain Moberly was never put on his oath before the Magistrate nor any deposition taken from him. In his deposition before the Principal Sudr Ameen he said nothing of the kind. Captain Moberly further states that on his going to the Sluice he enquired from Runga charry where the Stones were, and was informed that he had removed them from the Sluice to be taken care of, as he has received no reply to his letter to the Overseer requesting him to sell the Stones. Runga charry never made any statement to him about the removal of the Stones with Valoomy loo's permission, or his giving credit for them in his Accounts, nor has he done so when Valoomy loo was giving his evidence, but this was only mentioned in his

his defence before the Magistrate. For these reasons Captain Moberly considers the Statement of Runga Charry that he had previously made a verbal engagement with the Overseer for the purchase of the Stones, as utterly false.

para 7 of Collectors letter

7. It will be observed from Runga Charry's deposition before the Magistrate noticed in the review by the Sessions Court of the Principal Sudr Ameens decree, that he removed the Stones from the Sluice between the 25th February and 4th March, and his letter to the Overseer, reporting the discovery of the 42 Stones and requesting to purchase them, is dated the 7th March, from which it is clear that Runga Charry removed the Stones without the Knowledge or consent of Valoomyloo. —

para 7 of Collectors letter

8. With reference to the 6th para of the Collectors letter, Captain Moberly observes that in his evidence before the Principal Sudr Ameen Kistna Row denied that he has ever been present at the breaking up of the Sluice, and he is therefore not aware at what place and time the Moonsiffs evidence was given; and in reference

para 7 of Collectors letter

reference to the Overseer, in his examination before the Magistrate, having made no allusion to the offer he received from Runga Charry for the purchase of the Stones while he produced the written offer before the Principal Sudr Ameen Captain Moberly states that Valoomyloo's evidence was only regarding the Contract, and to his recollection no questions were put to the Overseer by Runga Charry. —

para 9 of Collectors letter

9. The District Engineer further answers the remark of the Collector, that the least reflection should have convinced the Overseer that there ought to have been a greater number of Stones in the old Sluice than 42, by stating that the Sluice was 20 Yards in length, and 42 Stones, 1½ foot broad, would just fit 21 Yards, and that it has been customary to build Sluices, Tunnels, &c. with brick walls and covering Stones. —

10. In conclusion Captain Moberly observes that the Magistrate committed the Subordinates

Subordinates of the P.W.D. to the Principal Sudr Ameen without giving them an opportunity of hearing what charges were preferred against them, or of making any reply to or a cross examination of the party on the statements in whose defence they were committed for trial. Valoomyloo Moodelly was only before the Magistrate for a short time on the 21st March, and the case lasted till the 31st idem. In the opinion of Captain Moberly, if a hearing has been allowed to the Overseer he would have explained matters satisfactorily. Valoomyloo Moodelly, who has been long in the Department and for many years in the Chingleput District has always borne a good character, while on the contrary it is stated that Runga charry is a man of notorious character, having been tried and convicted by Mr. Shubrick himself, when he was acting Sessions Judge, for the robbery of certain jewels from the Teerooneermallay Pagoda

11. With regard to the culpability of the parties concerned it is stated by the District Engineer that Runga Row ought to have remained at the work during the whole time of its construction. He did not do so, but very improperly allowed himself to be employed by the Contractor Runga Row in purchasing chunam for him. He is suspected by the District Engineer of connivance with Runga Row, and is evidently not to be trusted; but as he was only a temporary Servant it is sufficient to prohibit his being again entertained.

12 Overseer Valoomyloo was informed by the District Engineer that there was no necessity for his visiting the Palook works, and cannot therefore be blamed for not doing so; but he is very much to blame for employing as a Contractor a man who had already, according to his own account, cheated him, and his offence is aggravated by the fact that the Contractor was, under the new engagement, to wipe off in part a debt to the Overseer himself, who had been justly held responsible for an unauthorized advance formerly made to the same Contractor, Runga Chary. The District Engineer has not explained how it occurred that this Contract was unknown to himself, and I have therefore called upon him to report the nature of the

supervision

supervision which he exercises over his subordinates in such matters.-

13. Sub Overseer Sanjeevee Rawnejeet=
=eed his duty in not seeing the sluice broken up, and the materials of which it was composed; but he is in measure excused by the District Engineer on account of the other works of the Taluk requiring his attendance.-

14. Had not the Court of Poujdaree Adalut decided that the Public Works functionaries were not responsible for their acts in the matter to the Magistracy, but to the District Engineer alone. I should myself have strongly objected to the Magistrate's proceedings in committing the District Engineer's subordinates for trial without the prosecution of that Officer.-

15. About a year ago the Joint Magistrate of Tanjore acted in a somewhat similar manner. He did not go to the length of committing the alleged offenders, but on the mere complaint of another subordinate of the Department he considered himself authorized to require from the District Engineer certain documents supposed to contain proof against the accused party. In this case the complainant had not the smallest interest in the matter, and I have always understood it to be an established rule that charges of fraud can be prosecuted only by

by the aggrieved parties.-

Lett. 28/58 No. 170

16 The accompanying letter from Major (Lieutenant Colonel) Bailey late Officiating District Engineer of Tanjore with its enclosures will afford information as to the case in question, upon which there has since been a long correspondence with the District Engineer whose reports will be laid before Government when the subject is complete.-

17. The Overseer Valoomyloo, who bears an excellent character, has been subjected to the indignity of Committal for an offence of which he has been acquitted by two judges, and for which the highest Court has ruled that he ought not to have been committed at all. I do not recommend that he shall receive any further punishment for his very blameable conduct in regard to the Contract.-

18 I beg to add that the Deputy Chief Engineer of the Centre Circle differs from my view of the responsibility of Overseer Valoomyloo who he considers was not absolved by the District Engineers orders from the duty of visiting a work within 6 miles of his station, and under an Agent employed by himself. It appears to me however that the District Engineer has twice adverted to his orders for the very

very purpose of relieving Valoompoo from the responsibility in question.-

Port Saint George
21st September 1859

I have the honor to be,
Sir,
Your Most Obedt & Humble
Servant,

Lieut.t Colonel
Chief Engineer

To
The Secretary to Government
Public Works Department

Lt Gray

Central Office of Public Works
Fort St. George 30th September 1859.

No. 5591

Public

From The Chief Engineer
To The Secretary to Government
Public Works Department.

Sir,

Enclosure
1 Original letter

No. 5280
Sept. 21st 1859.
No. 921.

I have the honor, with reference to para 12. of my letter of the 21st instant, to submit the accompanying letter from the District Engineer of Chingleput stating that Overseer Valoomyloo did not inform him of the Contract with Runga Charry because it was a verbal agreement which he did not look upon as a Contract. It is clear from this that the Overseer wilfully concealed an agreement which he knew would not be approved by the District Engineer; but I have already expressed my opinion of the culpability of the Overseer.-

2. With reference to para 2 of the District Engineer's letter I have enjoined him to exercise strict control over all Contracts and Agreements in his District for the future, and to warn his Subordinates against conduct similar to that of Overseer Valoomyloo Mudaly.-

I have the honor to be,
Sir,
Your most Obedient Servant.-

J. H. Dell Lieut. Colo.
Chief Engineer

Lt. Colo.
Dy. Chief Engr. C. Circle
E. Gray

Public Works Department
Received 1st October 1859.

Dist. No. 2203
Chingleput 22nd September 1859.
Received 29th Ditto.

4 Enclosures Nos. 5280
29-9-59.

No. 2703. Up. Nothing.

I wrote with reference to your
Memo. No. 1870 dated 21st
Inst. forwarding a letter
from the Chief Engr.
Public Works Department
enclosing a letter from
Mr. Blackett stating
that Mr. Valoomyloo
Mudaly Overseer had
not informed him of
the Contract entered
into by him with
Collector in connection with the Tank
at Kanagapuram which was
not sanctioned by the
Executive Engineer.

No. 1870.

C28 Govt. Offs. House 12th
Oct. 1859.

No 129

From Clement Dale Esquire Govt Pleader Sudr Udalut

To J D Bourdillon Esquire Secretary to Government

Madras 21st October 1859

Sir,

With reference to the Correspondence noted in the margin, I have the honor to report for the information of the Honorable the Governor in Council, that the Petition of Ranga Charry was posted for hearing on Thursday the 20th instant; when the Court of Foujdaree Udalut decided on referring again to the Sessions Judge, for information as to the nature of the further Evidence he relies upon. When the Case is again posted I will attend and report the result for the information of His Excellency in Council

I have the honor to be

Sir

Your most Obedient Servant

Clement Dale

Govt Pleader Sdr

Proceedings of Govt 12th August 1859 No 1936 Public Work Department

Letter from Govt Pleader to Secretary to Govt 19th August 1859 No 105

Proceedings of Govt 24th August 1859 No 2026 Public Work Department

Letter from Govt Pleader to Secty to Govt 27th August 1859 No 110

Rect 20 September 1859 No 2533.

From The Chief Engineer To The Secretary to Government

Dated 20 September 1859 Rec'd 10th Octr

Answd 29 Octr

Sir I. Rect 29 Nov 59

With reference to your letter No 5280 of 21st ultimo on the subject of an original letter from the District Engr Sept Singh stating that Ranga Charry Vakeel Attorney to the late Rajah of Venkatagiri had stated that Ranga Charry for the erection of a Choultry for strangers at Venkatagiri

No 2703. 19 November

Ch Engr 23 Nov 59

Ch Engr 12 Dec 59

P Works 1859 Despatch
Prov Govt No 2775 20th Nov
From Govt Pleader L.C.
To Secretary to Govt
Dated 21st October
Rec 24th

No 129

(Enclosure none)

No 2703. 19th November

Reports that in
Rungee Cherry's case
the Court of Foujdaree
Adaulut decided on re-
ferring again to the
Sessions Judge for certain
information and that when
it is posted again for
hearing he will communicate
the results.

No 132

C 28th Oct. R 3d Nov. C 12th Dy

statements, the Fouzdarry Udalut think the sessions Judge will exercise a wise discretion in dropping the idea of having him now brought to trial.

3 From the wording of the above para the sessions judge considered he was called upon carefully to revise the whole of the case and that it was pointed out that he had better not direct Committal of T. Rungachary unless further evidence could be procured, and also that it was absolutely

4. After the deliberate perusal the sessions Judge felt perfectly satisfied that further evidence could be procured and also that it was absolutely necessary that a thorough investigation into the Case should be held there appearing no doubt whatsoever that the stolen property had been traced, and discovered in the possession of a person who had

had Concealed at least a portion of it.

The Sessions Judge also perceived that the proceedings of the Magistrate had been so irregular that the very person who had made the Charge against T. Rungachary instead of being called upon to substantiate that Charge had been made a witness to prove that other parties had not Committed the offence with which he had Charged T. Rungachary & that the Original Charge had not been in any way disposed of.

5. However to prevent any doubt upon the subject the Sessions Judge has called upon the Civil Engineer to state whether he has any further evidence and that officer has replied that he has three witnesses who have not been examined and that he had satisfied himself that their evidence will tend to Criminate T. Rungachary.

6. To make the Case as clear as

possible

From Chinglepute 29th Octr 1859

The Principal Puder Ameen

To of Chinglepute

W. Dowdeswell Esqre

Sessions Judge of

Chinglepute

Sir, I have the honor to acknowledge the receipt of your letter of Yesterday's date Calling for the grounds of my recommendation that T. Rungiah Larry 1st Witness in Criminal Case No 21 of 1859 should be put on his trial on the having stolen stones the property of Government.

2. In the Concluding part of my sentence in the Case I do not say decidedly that T. Rungiah Larry is the Criminal. but there are several points which remain unexplained, and which unless satisfactorily

possible the Sessions Judge has called upon the Principal Puder Ameen to state the grounds which lead to his having recommended that T. Rungiah Larry should be put on his trial and a Copy of his reply is herewith forwarded.

The Sessions Judge trusts that the Judges of the Foujdaree Adawlut will perceive that he has taken the greatest Care to furnish the fullest information on a Case which though simple in itself has been rendered most Complicated and intricate by the mode in which the Preliminary proceedings were Conducted.

Given under my hand and the Seal of the Court of Chinglepute this 29th day of October 1859.

(signed) W. Dowdeswell

Sessions Judge

Return

No. 24 of 1859

Fit. to R. No 121 of 1859.

satisfactorily accounted for by. T. Runga Charry, whould go strongly to exculpate him. The grounds of this opinion are not, however, stated in my Sentence in detail, as the Course appeared to me of dubious legality, for, it would be prejudging the Case without allowing the man the first opportunity of explaining himself himself on the most suspicious Circumstances which the Case exhibits against him. Circumstances brought to light, not by the ipse dixit statement of the Prisoners tried before me but by Runga Charry himself in his assertions & admissions.

3. They are these.

1 The granite stones in question belong to the Government & Runga Charry has no title to them.

2. These stones Runga Charry Carted away.

3 Immediately after their removal he applies part of them to the Construction of a Mantapum the Contract

of which work he took from a few natives of Maroa and conceals the other part in a Tank and under grounds.

4 He asserts that the stones were sold to him Veluniachie Moodalie the 1st Prisioner tried and acquitted by me. This allegation is not proved nor does it appear to me in any way probable, for if the sale had been true he wood have at once mentioned the fact to Captain Moberly, when questioned on the subject. Instead of doing so he said that he had written to Veluniachie Moodalie applying for permission to sell them. This shows that the asportation of the stones was without the knowledge and permission of Veluniachie Moodaly.

5 Again Runga Charry says that the stones were worth 100 Rupees, and that Veluniachie Moodalie directed the amount to be carried to the Government credit. Captain Moberly says that Veluniachie Moodalie had the authority by virtue of his office to sell the stones for Government. If this were so the Protest for the denial by for the Veluniachie Moodaly of the fact of the sale. If the sale had been fair and publick as Runga Chare asserts

where

where was the necessity of the Concealment of the stones by Rungachari?

6 All these points appear to me to demand the explination of Rungachari independently of the testimonies of the acquitted Prisioners.

7 As an illustration I beg to submit the following Case A is taken upon sus= =pecion of having stolen the property of B and is shown by unobjectionable evidence to have used part of the stolen property for his own purpose and Concealed the other part The in his defence asserts that C had sold the property to him and the story related by him regarding the alleged sale is suspeciously im= =probable. Is it not now legal to Call upon A to prove his defence? If by an error in the proceeding of the Magistrate, A is acquitted in the absence of any proof in support of his defence and C is taken up as a Prisioner and if by the Criminal Court C is subsequently acquitted for want of proof will this be a reason to absolve A from the obligation of proving his asser= =tion? If so the thieves, found in the possession of stolen property can easily adopt the same line of defence and escape punishment. The Proceeding appeared to me one inculcating a principal the most injurious to Criminal justice. Hence I Considered that S. Runga Chari should be put on his trial and an opportunity afforded him to establish his assertions.

I have &c &c

/signed/ T. Alagiah

Principal Sudr Ameen

(True Copy)

(signed) W. Dowdeswell

Sessions Judge

Extract from the Proceedings of the Fouzdaree Ada-
-lut under date the 20th October 1859.

Read Miscellaneous Petition presented
on the 25th July 1859 by J. P. Branson Esqre
Pleader on behalf of Rungachurry appealing
from the order of the Session Judge of Chengleput
under date the 21st June 1859 directing the
Magistrate to send up the Petitioner to take
his trial before the Criminal Court together
with certain witnesses named in the order

(Here enter F. M. P. No. 1210 of 1859)

The Fouzdaree Adawlut request the
Session Judge will state fourther informa-
-tion whether in issuing the order against
which the above appeal is an appeal, he
has had before that evidence other than that
adduced in the record which was before this
Court at the date of their proceedings of the
14th June last.

The Fouzdaree Adawlut observe that
the witness mentioned in the Proceedings of
the Session Judge under notice are stated
to have been witnesses in case No. 21 of 1859
in the Criminal Court.

Precept in III days.

Lie in Cyc. pur-
suance to the F.
A. D. 20

Do. Ct.
Yo

Entd
Chas Casebeer

F. A. No. 1898 of 1859

F. A. D. No. 1321 of 1859

00297/59

No. 138

From Clement Dale Esquire Government Pleader Sudr Udalut
To J. D. Bourdillon Esquire Secretary to Government

Madras 1st November 1859

Sir

Para 1 In continuation of the Letter I had the honor to address to you as noted in the margin
21st October 1859 No 129 I now beg leave to acquaint you that I am forwarding herewith a copy of the Order passed by the Court of Foujdaree Udalut on the 20th Instant on the Sessions Judge's Return and the Principal Sudr Ameen's Letter there referred to and I request for the information of the Honorable The Governor in Council that the Court of Foujdaree Udalut have this morning refused to interfere with the Order passed by the Sessions Judge

2 I will forward a copy of the Order as soon as it is procured from the Court

I have the honor to be
Sir
Your most Obedient Servant

Clement Dale

Government Pleader Sdr

Order Sent
to Dr. Ch. P. Udalut 2/11/59

P. Works 1859 Returns
Prov. of Govt. 20 Nov. No. 2897.
From Govt Pleader Pl.
To Secretary to Govt.
Dated 7th November/59
Rec'd 8

(With 3 Enclosures)

In continuation of Govt.
Pleaders dated 21st October/59
No. 129 Forwarding a Copy of
the Order passed by the Court
of S.D. on the 20th ultimo &
Court has requested to enforce
with order of Sessions Judge
He will forward a
Copy of the order as soon as
it is procured

No. 2703. 19 November

No. 133.

c 12 November Rly.

Memorandum

(This is an extraordinary case)
from Kanik to Cuttack exhibiting strange
proceedings on the part both of the
Magistrate and of the Principle Ar-
-ticle Department. Shall briefly
detail the circumstances.

2 By our commission
arrangements of the District Engineer
of Ganjam, Overseer Vellamadie
Mudali who was in charge of the
works in the Mee Military Canton-
-ments of St Thomas' Mount
Egmoore, and Belleoramy was
also in December last put in charge
of the works in the two Salliyes of
Pudupett and Pennacles. Shortly
afterwards the Accounts of the Works in
to pay the Accounts of the Works in
these Salliyes were to be sent to him
by the two Second Class Sub Overseers
respectively in charge of them, but

he was not to go into the Talugs, but only to see that the payments were properly made; though how that was to be done without visiting the works is not explained.

From Distt Engr to Chief Engineer Augt 22d 1859 Para 2.

3. In January 1859 one Rangáchári applied to Vélumailu Mudali for a contract to rebuild a sluice which had been sanctioned in the village of Tirumírmalay, the Estimate for which was Rupees 194. Rangáchári it is stated bore a bad character; and on a former occasion had obtained from the same Overseer Vélumailu, an advance of Rs 560 for bricks to be supplied, and had fraudulently broken his engagement; and the advance having been made without authority, the District Engineer had held Vélumailu responsible for the amount.

Ibid Para 3.

4. It is stated that for this reason Vélumailu first refused his offer to build the sluice; but he ultimately accepted it, and made an engagement of a peculiar kind, in which his own interest at least was not overlooked.— Rangáchári was to build the sluice for the Estimated amount, Rupees 194; but no part of the money was to be paid to him. One Krishna Rau was to superintend the work on behalf of Vélumailu; and his salary 10 Rupees a month, was to be paid out of the sanction for the sluice; and the remainder was to be credited in diminution of the former claim, for which as already said, Vélumailu had been held responsible. No written agreement was made with Rangáchári, and the arrangement was not reported to the District Engineer.

Ibid Para 4.

5. Under the terms of the engagement, Rangáchári was to build the sluice wholly at his own cost; but of course it was not his intention to submit to this dead loss of time and money, and in due time it came out how he proposed to reimburse himself

× Vélu. Rangáchári sworn before the Criml. Court that the contract was in writing.

From Chief Engineer September 30th 1859

himself. In order to build the sluice it was necessary to open the bank and remove the old sluice. It was built either wholly or partly of granite stones (it is not clear which) whereas modern sluices are usually built with a brick arch. The covering stones of the old sluice, if suitable, as they probably would be, ought however to have been used for the new one in place of the arch; but instead of that they were taken off by Ramgaichári to Sriperambatoor. The circumstance that he was so taking away the stones was brought to the knowledge of the District Engineer (he does not say by whom) and he then went to the spot, and the same day

charged Ramgaichári before the Magistrate with making away with the stones, they being Government property.

6 The Magistrate examined the parties concerned, and Ramgaichári then admitted having taken away the stones, but declared that they had been sold to him by Vélumaila for 100 Pr. At the close of the examination the Magistrate discharged the accused Ramgaichári, but committed Vélumaila, Kistna Row, and other servants of the Public Works Department, to the Criminal Court for "participation and connivance in embezzlement and misappropriation of public property." The Court acquitted and released the whole of the Prisoners. The Magistrate appealed to the Session Court against

Mag.te to Govt. Augt. 6th/59 P. 1041

this

this decision of the Principal Sudr Ameen, but that Court upheld the decision and further ordered that Rangachári the original accused should be committed to the Subordinate Court for trial. The Magistrate, disliking this order also appealed again to the Foujdary Adawlut and that Court also supported the lower Court's decision respecting the persons committed by the Magistrate on the ground that the Public Works Officers were responsible for their conduct in the matter to the District Engineer only. With respect to Rangáchári as the evidence against him was that of his accomplices only the Foujdary adawlut thought that the Session Judge would act wisely in dropping all ideas of having him brought to trial. This the Session Judge declined to do*

Mag^te to Govt Aug^t 6/59. Para 13

* Prog^s June 21st June 21

and Rangachari then appealed to the Foujdaree Adalut ~~to trial, and the Session Judge~~ who have now referred to the Sessions Judge to report ~~thereon to prevent his order being~~ as to the further evidence* ~~calling that part of his former~~ ~~order~~. The matter came before Government on a petition from Rangáchári.

* From Govt Pleader Oct^r 21st

7. The proceedings of the Magistrate appear to have been extraordinary even in this case. He committed Vélumaiha and the others for "participation" in the affray, and the main article to which they were thus charged to have "participated" was Rangáchári; yet he acquitted and released this latter. He appears also to have examined Vélumaiha and the others as witnesses; and then to have made them prisoners and sent up their depositions as evidence against them without any fresh proceedings.*

8. The principal matter for

for decision however is the conduct of the servants of the Public Works Department. Overseer Vélumailu is charged with having corruptly connived at Rangáchári's making away with the stones, and the Chief Engineer acquits him of that charge, but considers him to be very culpable in making a contract on the terms stated above in Para 4 and with a man of Rangáchári's character. He however thinks that no further notice should be taken of his misconduct in consideration of his having been committed for trial.

9. Krishna Row who was nominated by Vélumailu seems certainly to have been in collusion with Rangáchári, and this is the Chief Engineer's opinion

From Dist^t Engineer Sep. 16/59 P6.

opinion. Sub Overseer Sanjéévi Rau also appears in no favourable light. It is stated that he was present when the bank of the tank was being opened to get at the old sluice, but that he did not wait to see the result, though there was no other person why he should be there at all. In short both he and Krishna Row appear to have kept conveniently out of the way.

10. The whole affair gives an unfavourable impression of the Public Works administration in the Chingleput District. Vélumailu made an unauthorized advance on a former occasion, and was ordered to refund it himself, and he now again makes a very objectionable contract, to

to his own personal advantage,
and without the knowledge
of the District Engineer, after
this manner after two such acts,
is highly praised by Captain
Moberly as a very efficient
servant

11 Who or what Sanjiva
Rau is, and what qualifica-
tions he has for his Post, is
not stated, but it is rare to
find a Rau a trained Mandry
or Sub Overseer. He is probably
an old man, romantic
taken over from the Revenue
Department and turned into
a Sub overseer

12 But the most con-
spicuous point seems to me to be a
want of active and personal
oversight by the District Engineer,
were that exercised in the little
District of Chingleput, such

abilities as the present could
not occur
13 The attention of the Chief
Engineer should also be called to
the arrangements specified above
Para 2 which seems to be at
variance with those approved
by Government in the order
of 18 Aug 1857 respecting the
executive distribution of the Dis-
trict
Such case might have been disposed
of by the Chief Engineer without
reference to the Government. The
executive distribution of the District
may have been ill-advised, but
there does not appear to me to be
any prima facie evidence of want
of activity on Captain Moberly's part.
The only point on which
I have formed a confident opinion
is that the employment of Mangachari

the Overseer with a secret understanding that a portion of the nominal cost of the Work was to be appropriated to make good a sum for which the Overseer, on the default of Mango-chare on a previous occasion, had been held personally responsible was most improper - and but for Colonel Bell's opinion in his favor I should have proposed his dismissal. I still think that such an instance of *mala fides* ought not to be passed over with impunity although I would leave to the Chief Engineer to determine ~~if~~ whether notice should be taken of it

Lt Thuillier

Lundi 29 Oct 54.

In my opinion the principal culprits of the whole case is Sadasivan Mudaliar - and he & Peterson also officiate -

AG.

C 28th Oct

The conduct of Cherapoo Valoovay &c - is in my opinion unbecoming and their orders made for their guidance by the different officers in the Dept. show the low tone of morality that pervades the Department

W. Ll.

No. 2703.

Proceedings of the Madras Government
Under date the 19th Nov. 1859.

Read the following

Letters

From the Chief Engineer
Submits with observations
a letter from the Distr. Engr. of
Chingleput affording explana-
tion on the transaction reported
upon by the Collr. in connexion
with the repair of the Veeraráyen
Sluice near Palaveram.

(Here enter 21st September 1859
No. 5280)

From the Chief Engineer
States that Overseer Velumaidu
Pundali did not inform the Dr.
Engr. of the contract with Rangáchari

(Here enter 30th September 1859
No. 5591)

From the Govt. Pleader S. A.
Reports that in Rangáchári's
case, the Court of Zoujdari Adálat
decided on referring again
to the Sessions Judge for certain
information

(Here enter 21st October 1859
No. 129)

From the Govt. Pleader S. A.
Reports that the Zoujdari Adalat has
refused to interfere with the order of the Sessions
Judge in the case of Rangáchári

(Here enter 4th Nov. 1859 No. 138.

Para 1. These letters
relate to ~~Overseer Velumaidu~~
~~Pundali and Contractor Rangá~~
~~chári, the principal Parties~~
Concerned

C 28th October R 3. Nov. C 12th R 17th

concerned in certain transactions connected with the rebuilding of a sluice in the Tirunirmalai village near Palaveram in the Chingleput District. The circumstances of the case are as follow.

2. Overseer Velumaiah Mudali, who was in charge of the works in the three Military Cantonments of St. Thomas' Mount, Pomamalee, and Palaveram, was in December 1856 put also in charge of the works in portions of the two talugs of Sydapet and Pomamalee. It was arranged by the Dist. Engr. that the accounts of the works in those talugs were to be sent to the Overseer by the two 2nd Class Sub-Overseers respectively in charge of them; but he was not to go into the talugs

From Dist. Engr. to Chief Engr. Augt. 22d. 1857 Para 2.

Ibid; para 3

talugs, and was only to see that the payments were properly made; that how that was to be done without visiting the works is not explained.—

3. In January 1857 one Rangáchári applied to Velumaiah Mudali for a contract to rebuild a sluice estimated at Rs. 194, which had been sanctioned in the village of Tirunirmalai near Palaveram. Rangáchári, it is stated, bore a bad character, and had on a former occasion fraudulently broken an engagement which he had made with the same Overseer for supplying bricks, and for which he received an advance of Rs 560. This advance having been made without authority,

the

the Dist. Engr. had held Vélumaiku responsible for the amount.

4. It is stated that for this reason Vélumaiku first refused Rangáchári's offer to build the sluice; but he ultimately accepted it, and made an engagement whereby Rangáchári was to build the sluice for the estimated amount, Rs. 194; but no part of the money was to be paid to him. One Krishna Rao was to superintend the work on behalf of Vélumaiku; his salary Rs. 10 a month was to be paid out of the sanctioned sum, and the remainder was to be credited in diminution of the former claim, for which, as already said, Vélumaiku

From Dist. Engr. to Chief Engr. August 22d 1857, para 4.

* Note. Rangáchári swore before the Criminal Court that the Contract was in writing.-

* From Chief Engr. Sept. 30. 1857. above recorded.

Vélumaiku had been held responsible. It is stated that no written agreement was made with Rangáchári, and the arrangement was not reported to the Dist. Engr.:-

5. In order to rebuild the sluice it was necessary to open the bank and remove the old sluice. It was built either wholly or partly of granite stones (it is not clear which) whereas modern sluices are usually built with a brick arch. The covering stones of the old sluice, if suitable, as they probably would be, ought however to have been used for the new one in place of the arch; but instead of that they were taken off by Rangáchári to strengthen

both

batoor. The circumstance that he was so taking away the stones was brought to the knowledge of the Distt Engr (he does not say by whom) and he then went to the spot, and the same day charged Ranjékári before the Magistrate with making away with the stones, they being Govt property.

6. The Magistrate examined the parties concerned, and Ranjékári then admitted having taken away the stones, but declared that they had been sold to him by Vélumailu for 100 Rs. At the close of the examination the Magistrate discharged the accused Ranjékári, but committed, Vélumailu, Kistna Rás, and others, servants of the Pub. Works Dept to the Criminal Court for "participation and connivance in embezzlement and misappropriation of public property." The Court acquitted and released the whole of the prisoners. The Magistrate appealed to the Sessions Court against this decision of the Criml Sadr Amin; but that Court upheld the decision, and further ordered that Ranjékári the original accused should be committed to the Subordinate Court for trial. The Magistrate disliking this order also, appealed again to the Foujdári Adálat, and that Court also supported the lower Court's decision, acquitting the persons

From Magte Cuddp. 6th 1859 para 11 in Pro 3rd 12 idem No 1930.

From do do para 13.

committed

committed by the Magistrate on the ground that the Public Works Officer were responsible for their conduct in the matter to the Dist. Engr. only. With respect to Rangáchári, as the evidence against him was that of his accomplices only, the Sessions Judge thought that the Sessions Judge would act unwisely in dropping all idea of having him brought to trial. This the Sessions Judge declined to do, and Rangáchári then appealed to the Sessions Judge who after making* a reference to the Sessions Judge, subsequently was requested to interfere with the order passed by the Lieut. Sessions Judge to refer to the Govt. to the Court as to the further evidence. The matter came originally before Govt. on a petition from Rangáchári.

* Proc. of Sessions Court June 21st 1859 in letter from Govt. Pleader 19 Augt. 1859.

* from Govt. Pleader Octr. 21st 1859 and Govt. Jr. above recorded.

The

7. The principal matter for the decision of Govt. is the conduct of the servants of the Pub. Works Dept. Overseer Velumailu is charged with having corruptly connived at Rangáchári's making away with the stores, and the Chief Engr. acquits him of that charge, but considers him to be very culpable in making a contract in the terms stated above in para 4, and with a man of Rangáchári's character. He however thinks that no further notice should be taken of his misconduct, in consideration of his having been improperly committed to the Criminal Court. The Dist. Engr. on the other hand praises Velumailu as a very efficient servant, notwithstanding that he had

made

made an unauthorized advance on a former occasion and has now again made a most objectionable contract without the knowledge of his superior.

8. Kistna Rao who was nominated by Velumailu seems certainly to have been in collusion with Rangáchári, and this is the chief argument against Sub Overseer Sanjivi Rao also appears in no favourable light. It is stated that he was present when the bank of the tank was being opened to get at the old sluice, but that he did not wait to see the result, though there was no other reason why he should have been there at all. The District Engr will be instructed to warn Sanjivi that he has come under the unfavourable notice of Govt, & to warn him to be more careful for the future.

9. Of all the Govt servants concerned in this case, however, it appears that the Govt are decidedly of opinion that the most culpable is Velumailu Mudali. His employment of Rangáchári with a secret understanding that a portion of the nominal cost of the work was to be appropriated to make good a sum for which he himself, the chief Engr's opinion notwithstanding, was personally responsible, was extremely improper; and but for the chief Engr's opinion in his behalf, the Govt would have at once ordered his dismissal. The Govt however request that Col. Bell will reconsider the subject, & consider whether after the repeated acts of dishonesty and breach of order established against Velumailu, he is a fit person to remain in the Dept.

opinion. He is not however, in the permanent service of Govt; & it will be sufficient to order, as proposed by Col. Bell, that he shall not be employed again in any capacity.

From Dist. Engr to Chief Engr. Septr. 16. 1859, para 6.

* I still think such an instance of mala fides should not be passed over with impunity, though they would wish to leave the exact degree & kind of punishment to the head of the Depart. They would wish Col. Bell to

Department, whether the superiors ~~officer~~ properly can continue to have confidence in him, and whether it is not necessary to the discipline of the Dept and for a lesson to others, that he should be dismissed from it.

10. The Chief Engr's attention is requested to the arrangements specified above in para 2, which seem to be at variances with those approved by Govt in their order of 18th Augt 1857 No 1597 respecting the executive distribution of the District.

11. The Govt must observe lastly, that the proceedings of the Magistrate appear to have been extraordinary even on his own showing. He committed Velumailer & the others for "participation" &c; and the man with whom they were thus charged to have "participated" was Rangáchári, yet he acquitted and released this latter. He appears also to have examined Velumailer & the others as witnesses; and then to have made them prisoners and sent up their depositions as evidence against them without any fresh proceedings. The Court of Foujdaree Adalut has already declared that in sending Velumailer & the others for trial at all, the Magistrate exceeded his jurisdiction. This agrees with the views enunciated by Govt in connection with a recent similar case in Tanjore. It is evident, as there remarked, that

Fort St George 24th October 1859.
No 2495.

that if the Subordinates
of any Department
were thus liable to
be put on their trial
for departmental of-
fences, without any
reference to their supe-
riors, discipline and ef-
ficiency in such Depart-
would be impossible.

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Public Works 1859 Departt.
Pro: of Govt. 20th Novr.

No. 2703.

Pro: of the Madras Govt.
D/19th Novr/59.

From Clement Dale Esqre. Govt.
Pleader - Sudr Dis. D/8th Decr/59
C. No. 3238 in Pro 31st Decr/59 Nos.
From Chief Engr. D/19th January/60
(No. 175 - Pro. 10. Febry. No.) 7-78.

Passing orders on the conduct of certain servants of P.W.D. in the transactions connected with the repair of Veerangaven Chuttrum near Palaveram in Chingleput.

No. 130 at 131.

Mil. Pro. No. 76 9 May 60.

From the Chief Engr. D/ 21. May 1860 Cha 125. in Pro 31st. May No. 1135

12th November 1917