

(1) Number of pages 68
(2) Date of repair 9-12-38
(3) Initials of the Referencer 9/12

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Cons 20-11-1859

G.O. No.	2703	Press Mis.
Dated	19-11-1859	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
for the month of November 1859.*

Read the following letters.

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

With reference to the orders of Government marginally quoted,* I have the honor to forward

- 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, 1859.
- * No 1930, dated 12th August 1859.

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.

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 taluqs, with instructions to forward their accounts to Overseer Velumailu Mudali who had charge of the three military cantonments of Saint Thomas' Mount, Poonamallee and Palaveram, Velumailu, however, was not required to inspect and examine the works in those taluqs, 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, Raugachari made a verbal application to Velumailu 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, Raugachari 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 Raugachari 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 Rao, (deputed by Velumailu 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 Raugachari 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 Rao'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 Raugachari 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 Raugachari stated were all that he discovered. Kistna Rao personally reported this circumstance to Overseer Velumailu Mudali, who was at Sydapett, and on the latter ascertaining from Kistna Rao 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,

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

that the Collector was wrong in stating that Kistna Rao was all the time at Oddapollim 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 Rao reported the discovery of the 42 stones, the Overseer received a letter from Raugachari reporting that 42 stones had been found, and requesting that he would send Sub-Overseer Sanjivi Rao 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.

6. When the District Engineer received the information that Raugachari 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 Raugachari. 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, Raugachari acknowledged to him that he had removed the stones with Velumailu'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 Raugáchári 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.

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 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 talúq 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 Sanjivi 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 talúq 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.

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.

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 Adalat; 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 Raugachari was posted for hearing on Thursday the 20th instant; when the Court of Foujdari Adalat decided on referring again to the Sessions Judge, for information as to the nature of the further evidence herelies upon. When the case is again posted, I will attend and report the result for the information of His Excellency in Council.

No. 133. From CLEMENT DALE, Esq., Government Pleader, Sadr Adalat; 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 Foujdari Adalat on the 20th ultimo, as also of the Sessions Judge's return, and the Principal Sadr Amiu's letter there referred to, and to report for the information of the Honorable the Governor in Council that the Court of Foujdari Adalat 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.

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 Velumailu 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 taluqs of Sydapet and Poonamallee. It was arranged by the District Engineer that the accounts of the works in those taluqs 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 taluqs, 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.

3. In January 1859, one Raugachari applied to Velumailu Mudali for a contract to re-build a sluice estimated at Rupees 194, which had been sanctioned in the village of Tirunirmalai near Palaveram, Raugachari, 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 Velumailu responsible for the amount.

4. It is stated that for this reason Velumailu first refused Raugachari's offer to build the sluice; but he ultimately accepted it, and made an engagement whereby Raugachari 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 Rao was to superintend the work on behalf of Velumailu; his salary Rupees 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, Velumailu had been held responsible. It is stated that no written agreement was made with Raugachari,* and the arrangement was not reported to the District Engineer.

* Note.—Raugachari 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 Raugachari 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 Raugachari before the Magistrate with making away with the stones, they being Government property.

6. The Magistrate examined the parties concerned, and Raugachari then admitted having taken away the stones, but declared that they had been sold to him by Velumailu for 100 Rupees. At the close of the examination the Magistrate discharged the accused Raugachari, but committed Velumailu, Kistna Rao, 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 Raugachari the original accused should be committed to the Subordinate Court for trial. The Magistrate disliking this order also, appealed again to the Foujdari Adalat, 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 Raugachari, as the evidence against him was that of his accomplices only, the Foujdari Adalat 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 Raugachari then appealed to the Foujdari Adalat 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 Velumailu is charged with having corruptly connived at Raugachari'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 Raugachari'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 Velumailu 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 Rao who was nominated by Velumailu seems certainly to have been in collusion with Raugachari; 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 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 no other reason appears why he should have been there at all. The District Engineer will be instructed to inform Sanjivi 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 Velumailu Mudali. His employment of Raugachari

châri 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.

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

5280

Inhabit Office of I. W. -
Fort Saint George
21 September 1859

From
The Chief Engineer

To The Secretary

to Permanent A.S.W.

Encls. 4

Letter from dea. L. S. Chongchak
No 659 date 22nd Aug 1885

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16-sep-1959. al

1. do from offg Drug
Fadine No 170 Sep 28/50

St. 1930 date 7th Aug 185

Dear 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
 detail the transaction reported upon by the
 Collector in connection with the repair of the
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2. By certain arrangements made in December last in consequence of the death of a Sub Overseer of the 1st Class, the District Engineer places 2 Sub Overseers of the 2nd Class in charge of the Sirdapett and Poonamallee

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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 Rao, (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.

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

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15
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13. Sub Overseer Amjeevesh Rao 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 Talook requiring his attendance.

14. Had not the Court of Poudane Adalat 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 Pajore 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

Sept. 28/58 N. 170

by the aggrieved parties.

16. The accompanying letter from Major (Lieutenant Colonel) Bailew late Officiating District Engineer of Pajore with its enclosures will afford information as to the case in question, show 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. As Overseer Taloomloo, who bears an excellent character, has been subjected to the indignity of Commitment 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 Taloomloo who he considers was not absolved by the District Engineer's 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 Halloway from the responsibility
in question.

Port Saint George }
21st September 1859 }

L.
S. H. H. H.

I have the honor to be,

Sir,

Your Most Obedt^t & devoted

M. W. L. Smith

Chief Engineer

The Secretary to Government
Public Works Department

S. H. H.

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

No 5591

Public

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

Enclosure
1. Original letter

Sir

I have the honor, with reference to para 12.
of my letter of the 21st instant, to submit the accompany-
ing 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 in-
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
I have enjoined him to exercise strict control over all Con-
tracts and agreements in his District for the future, and to
warn his Subordinates against conduct similar to that of Over-
seer Valoomyloo. I have also.

I have the honor to be,

Sir

Your Most Obedient Servant.

H. L. L. Lieut. Col.
Chief Engineer

L. L. L. Lieut. Col.
Chief Engineer & C. Circle
R. Gray

Received 12. 9. 1859

1859 20. 1. 1859

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No 129

From Clement Dale Esquire Govt Pleader Ludo Udalut
 J I D Bourdillon Esquire Secretary to Government

Mavna 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 Punga Cherry was posted for hearing on Thursday the 20th Instant; when the Court of Pongdane 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

Wm. Dale

Govt Pleader P. U.

1859
 No 129

From the Chief Engineer
 to the Secretary to Government

Dated 20th September 1859
 No 129

No 129

With reference to the letter of the 12th of the 1859 No 5280 of 21st Sept 1859 submitted and original letter from the District Engineer of Pongdane dated that date: I have the honor to do not inform the Secretary to Government with Punga Cherry for reasons herein given: I am Sir

No 129

No 129

23 Oct 1859

25

In return to the foregoing Precept which accompanied an Extract from the Proceedings of the Jirzadars Udalat under date the 20th October 1859 requesting the Session Judge to state whether in issuing the order for the Committal of J. Runga Chari he has had before him evidence other than that adduced in the records which was before the Higher Court at the date of their Proceedings of the 14th June last, the Session Judge has the honor to submit the following explanations.

The 2^d Para of the Higher Courts Proceedings dated 14th June 1859 is thus worded. The Proceedings before the Jirzadars Udalat do not indicate any evidence adducible against J. Runga Chari other than that of his alleged accomplices and should his Conviction depend on their unsupported statements

of date 1859. Defendant
J. Runga Chari
from by an Officer of the

to Obeying to Govt

Date 21st October
R. 24

No 189

(Enclosure none)
No 1703.19.1. No 189

Report that up

Runga Chari, since
the Court of Jirzadars
Udalat decided in re-
solving against the
Session Judge for certain
information and that when
it is stated again for
having he will communicate
the results.

228 Calcutta 123 Nov 12/67

statements, the Fouzdars 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 Commitment of J. Rungafharry unless 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 whatever 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 J. Rungafharry 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 J. Rungafharry & 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 J. Rungafharry.

6. To make the case as clear as possible

for the Sessions Judge has called upon
the Principal Sudder Ameen to state
the grounds which lead to his having
recommended that I. Pungafhary
should be put on his trial and a copy
of his reply is herewith forwarded.
The Sessions Judge trusts that
the Judges of ^{the} Feroz dars, Eldanub 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 Chingleput
this 27th day of October 1859.

Signed W. Dowdeswell
Sessions Judge

St. 26. No. 1859 of 1859
St. 26. P. No. 121 of 1859

Return

From

To

Chingleput 27th Oct. 1859

The Principal Sudder Ameen
of Chingleput
W. Dowdeswell Esq.
Sessions Judge of
Chingleput

Sir, I have the honor to acknowledge
the receipt of your letter of yesterday
date calling for the grounds of
my recommendation that I.
Pungafhary 1st Witness in Crimi-
nal Case No. 21 of 1859 should be
put on his trial on file having
stolen stones the property of
Government.

2. In the concluding part of
my sentence in the case I do not
say decidedly that I. Pungafhary
is the Criminal. but ^{the} there are
several points which remain
unexplained, and which unless
satisfactorily

satisfactorily accounted for by J. Punga Chary, who'd go strongly to inculpate him. The grounds of this opinion are not, however, stated in my sentence in detail, as the Cause 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 Punga Chary himself in his assertions & admissions.

3. They are these.

1. The granite stones in question, belong to the Government & Punga Chary has no title to them.

2. These stones Punga Chary Carted away.

3. Immediately after their removal, he applies part of them to the Construction of a Mantapam the Contract

of which work he took from a few natives of maras and concealed the other part in a Lank and under grounds.

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

5. Again Pungachary says that the stones were worth 100 Rupees and that Velumailu Moodali directed the amount to be carried to the Government Credit. Captain Proberly says that Velumailu Moodali had the authority by virtue of his Office to sell the stones for Government. If so, where is the Protest for the denial by the Velumailu Moodali of the fact of the sale? If the sale had been fair and public as Pungachary asserts where

where was the necessity of the concealment of the stolen property by Rungachari?

6 All these points appear to me to demand the explanation of Rungachari independently of the testimonies of the acquitted Prisoners.

7 As an illustration I beg to submit the following Case A is taken upon suspicion 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.

He in his defence asserts that C had sold the property to him and the story related by him regarding the alleged sale is suspiciously improbable. 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 Prisoner and if by the Criminal

Court C is subsequently acquitted for want of proof will this be a reason to relieve A from the ^{obligation} ~~obligation~~ of proving his accusation? If so the charges, founded in the possession of stolen property can easily

adopt

adopt the same line of defence and escape punishment. The Proceeding appeared to me one inculcating a principle 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 been
signed / P. A. Laghiab
Principal Suramun
(True Copy)
(signed) W. D. Domeswell
Session Judge

Edp

N^o 138

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

Madras 7th November 1859

Sir

Parat

In continuation of the letter I had the honor to address to you as noted in the margin, 21st October 1859 N^o 129 I have the honor of forwarding herewith, a copy of the Order passed by the Court of Fuzdar Adalat on the 29th September of the previous Judge's return, and the Principal Sudr Ameen's letter there referred to, for the information of the Honorable the Governor in Council that the Court of Fuzdar Adalat have this morning refused to interfere with the Order passed by the Sessions Judge.

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 Sd.

ms. D. M. P. 12/10/59

20/11/59

21/10/59

Memorandum

This is an extraordinary case, from first to last, exhibiting strange proceedings on the part both of the Magistrate and of the District Engineer's Department. I will briefly detail the circumstances.

2 By an anomalous arrangement of the District Engineer of Chingleput, Overseer Velumailu mudali, who was in charge of the works in the three Military Cantonnments of St. Thomas' Mount, Bonamallee, and Palworum, was also in December last put in charge of the works in the two Taluqs of Sydapett and Bonamallee. That is to say the accounts of the works in those Taluqs were to be sent to him by the two Second class Sub Overseers respectively in charge of them, but

he

30th March 1859
By order of the District Engineer
To Secretary of Govt.
Dated 7th November 1859
Recd 18

(With 3 enclosures)

In continuation of Govt.
Order dated 21st October 1859
No 129 forwarding a copy of
the Order issued by the Govt.
of 1st March 1859. Willing the
Govt. has refused to enforce
with orders of the Govt. of the
City of the police as some
it is proposed.

13th Nov 1859

12th November 1859

he was not to go into the Taluqs, 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 Dist Engr to
Chief Engineer Augt
22. 1859 Para 2.

3 In January 1859 one Rangachari applied to Velumailu Mudali for a contract to rebuild a sluice which had been sanctioned in the village of Tirunirmalay, the Estimate for which was Rupees 194. Rangachari it is stated bore a bad character; and on a former occasion had obtained from the same Overseer Velumailu, an advance of Rs. 500 for bricks to be supplied, and had fraudulently broken his engagement; and the advance having been made without authority, the District Engineer had held Velumailu responsible for the amount.

Dist Para 3.

4 It is stated that for this reason Velumailu 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

X
Hd. Rangachari
swore before the
Criml. Court that
the contract was
in writing.

From Chief Engineer
Septemr 30th 1859

interest at least was not overlooked. Rangachari 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 Rao was to superintend the work on behalf of Velumailu, 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, Velumailu had been held responsible. No written agreement was made with Rangachari, and the arrangement was not reported to the District Engineer.

5. Under the terms of the engagement, Rangachari 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

himself. 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 Rangachari to Shiperambator. 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

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

6 The Magistrate examined the parties concerned, and Rangachari then admitted having taken away the stones, but declared that they had been sold to him by Velumaila for 100 Rs. At the close of the examination the Magistrate discharged the accused Rangachari, but committed Velumaila, Nistha Ram, and others servants of the Public Works Department, to the Criminal Court for "participation and complicity in embezzlement and misappropriation of public property." The Court acquitted and released the whole of the prisoners. The Magistrate appeared to the Session Court against the

Mag^{te} to Govt. Magt.
6/59 P. 10411

this decision of the Principal
Sudh Ameer, but that Court ^{Magte to Govt}
^{Aug 6/59. Poria 13}
upheld the decision and further
ordered that Rangachari the
original accused should be com-
mitted to the Subordinate Court
for trial. The Magistrate, dis-
liking this order also, appealed
again to the Foydary Adawlut,
and that Court also supported
the lower Court's decision re-
specting 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
Rangachari, as the evidence against
him was that of his accomp-
lices only, the Foydary 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.
^{Prop June 21/59}

* From Cont Pleader
Oct 21/59

and Rangachari then appealed to the Foydary Adawlut
~~to trial, and the Adawlut~~
who have now referred to the Session Judge to report
~~afterwards to present an order~~
as to the further evidence.
~~calling that part of his former~~

order. The matter came before
Government on a petition from
Rangachari.

11. 2. 1890. The proceedings of the
Magistrate appear to have been
extraordinary even on his own
showing. He committed Velumailu
and the others for "participation"
yes, and the man with whom
they were thus charged to have
"participated" was Rangachari,
yet he acquitted and released
this latter. He appears also to
have examined Velumailu and
the others as witnesses, and then
to have made them prisoners
and sent up their depositions
as evidence against them with-
out any fresh proceedings.

The principal matter
for

for decision however is the conduct of the servants of the Public Works Department. Overseer Velumailu is charged with having corruptly connived at Rangachari'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 Rangachari'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 Rao who was nominated by Velumailu seems certainly to have been in collusion with Rangachari, and this is the Chief Engineer's opinion.

From Dist^l Engineer
Sep. 16/89 P.B.

opinion. Sub-Overseer Sanjeev 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 be there at all. In short both he and Krishna Rao 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. Velumailu 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, yet
this man after two such acts,
is highly praised by Captain
Moberly as a very efficient
servant.

11 Who or what Sanjiv
Raw is, and what qualifica-
tions he has for his Post, is
not stated, but it is rare to
find a Raw a trained Maistry
or Sub Overseer. He is probably
an old maramut. Comas tal
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
misentities

and then the result
of misentities, as the present could
not occur. The attention of the Chief
Engineer should also be called to
the arrangements specified above
in Page 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.

That 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
by

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 Mangan,
-chari 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 malafides ought not
to be passed over with impunity -
although I would leave to the Chief
Engineer to determine if the
~~matter~~ notice should be taken
of it.

W. H. M. G.

Quidi 29 Oct 54.

In my opinion the most culpable of the whole
gang is James Pelusale Mudde - and he is
absolutely an offender.

W. H. M. G.

The conduct of Overseer Vaboung,
too - is in my opinion indefensible -
and the excuses made for him
by the different officers in the D of P.
show the low level morality that
prevails in the Department.

W. H. M. G.

M. De Jans

No 2703

Proceedings of the Madras Government
Under date the 19th Nov 59,
Read the following
letters

From the Chief Engineer

Submits with observations
a letter from the Dist. Eng. of
Chingleput affording explanation (Here entered 21st September 1859
No 5281)
in the transaction reported
upon by the Col. in command
into the repair of the Veerapuram
 sluice near Palavirau.

From the Chief Engineer

States that Overseer Velumailu
Mudali did not inform the Dist.
Eng. of the contract with Rangachari (Here entered 30th September 1859
No 5591)

From the Gov. & Pleader S. A.

Reports that in Rangachari's
case, the Court of Soudari Adalat (Here entered 21st October 1859
No 129)
decided on referring again
to the Sepsim Judge for certain
information

From the Gov. & Pleader S. A. (Here entered 1st Nov 59 No 138)
Reports that the Soudari Adalat has
refused to interfere with the order of the Sepsim
Judge in the case of Rangachari

Para. 1. These letters
relate to Overseer Velumailu
Mudali and Contractor Rangachari, the principal parties
concerned

W. M.

concerned in certain trans-
actions connected with the
rebuilding of a sluice in the
Trinirmalai village near
Palaveram in the Chingleput
District. The circumstances
of the case are as follows.

2. Overseer Velumailu
Mudali, who was in charge
of the works in the three
Military Cantonments of
St. Thomas' Mount, Pona-
malee, and Palaveram, was
in December 1858 put also
in charge of the works in
portions of
the two taluqs of Gydapet
and Ponnamalre. It was
arranged by the Dist. Eng.
that the accounts of the
works in those taluqs were
to be sent to the Overseer
by the two 2^d Class Sub-
Overseers respectively in
charge of them; but he
was not to go into the
taluqs.

From Dist. Eng. to Chief Eng.
Aug. 22^d 1859 Para 2.

Ibid. para 3

taluqs, 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.

3. In January 1859,
one Pangachari applied to
Velumailu Mudali for a
contract to rebuild a
sluice estimated at Rs.
194, which had been sanc-
tioned in the village of
Trinirmalai near Palaveram.
Pangachari, it is stated,
bore a bad character,
and had on a former oc-
casion fraudulently broken
an engagement which he
had made with the same
Overseer for supplying brick,
and for which he received
an advance of Rs 560.
This advance having been
made without authority,
the

the Dist. Eng^r had held
Velumailu responsible for
the amount.

A. It is stated that
for this reason Velumailu
first refused Rangachari's
offer to build the sluice,
but he ultimately accepted
it, and made an engagement
whereby Rangachari 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 Velu-
mailu; 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,

Velumailu

From Dist. Eng^r to Chief Eng^r
August 22^d 1859, para 4.

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

*From Chief Eng^r Sept. 30. 1859.
above recorded.

Velumailu had been held
responsible. It is ^{stated that no} written
agreement was made with
Rangachari, and the ar-
rangement was not
reported to the Dist. Eng^r.
5. In order to rebuild
the sluice it was necessary
to open the bank and re-
move the old sluice. It
was built either wholly
or partly of ~~granite stone~~
(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 Rangachari to Shriperam-
batur

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

6. The Magistrate examined the parties concerned, and Rangachari then admitted having taken away the stones, but declared that they had been sold to him by Velumailu for 100 Rs. At the close of the examination the Magistrate discharged the accused Rangachari, but committed Velumailu, Kistna Rao, and others,

servants

From Magte Aug. 6th 1859 para
11 in Progs 12. idem No. 1930.

From do do para 13.

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 Sipping Court against this decision of the Civil Sadr Amin; but that Court upheld the decision, and further ordered that Rangachari the original accused should be committed to the subordinate Court for trial. The Magistrate disliking this also, appealed again to the Tondari Adalat, and that Court also supported the lower Court's decision respecting the persons committed.

committed by the Magistrate,
on the ground that the
Public Works Officers were
responsible for their conduct
in the matter to the Dist.
Engr only. With respect
to Rangachari, as the
evidence against him was
that of his accomplices
only, the Sijidari Adalat
thought that the Sepsims
Judge would act wisely
in dropping all idea of
having him brought to trial.
This the Sepsims Judge
declined to do, and Rang-
chari then appealed to

the Sijidari Adalat who

after making a reference ^{to} the Sepsims Judge,

~~Superior Judge to report~~
~~on to the further evidence.~~

The matter came originally
before Govt. on a petition
from Rangachari.

The

* Pro^{se} of Sepsim Court June
21st 1859 in letter from Govt.
Radder 19 Aug^r 1859.

* From Govt. Radder Dec^r 21st 1859
above amended. and Nov^r 7th

7. The principal
matter for decision ^{the} ^{of Govt.} is the
conduct of the servants
of the Pub. Works Dept.
Overseer Velumailu is charged
with having corruptly con-
-nived at Rangachari's ma-
-king away with the stone,
and the Chief Eng^r 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 Rangachari's
character. He however
thinks that no further notice
should be taken of his
misconduct, in considera-
-tion of his having been
improperly ^{Court}
committed to the criminal. The
Dist Eng^r on the other hand
praises Velumailu as a
very efficient servant, not-
withstanding that he had

made

made an unauthorized ad-
vance on a former occasion
and has now again made
a most objectionable con-
tract without the knowledge
of his superior.

8 Kistna Rao who
was nominated by Velumailu
seems certainly to have been
in collusion with Rangachari,
and this is the Chief Engr's opinion.

Sub Officer Sanjivi
Rao also appears in no favour-
able 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
appears why he should have been there
at all. The District Engr will be

Of the several
servants concerned in this
case, it appears the Govt
that are

He is not, however, in the perma-
nent service of Govt; & it will be suffi-
cient to order, as proposed by Colonel Bell,
that he shall not be employed again in
any capacity.

From Dist Engr to Chief
Engr: Sept. 16. 1854, para 6.

in for
instructed to warn Sanjivi that he has
come under the unapprobation of Govt;
& to warn him to be more careful for the
future.

are decidedly of opinion
that the ~~most~~ most culpable
is Velumailu Mudali. His
employment of Rangachari
with a secret understanding
that a portion of the no-
minal cost of the work
was to be appropriated
to make good a sum
for which ~~on the default~~
of Rangachari ~~as a person~~
himself
occurred, he had been held
personally responsible, was
extremely improper; and but
for the Chief Engr's opinion
in his behalf, the Govt
would have at once

still think such an instance of ~~ordered his dismissal.~~
~~malafides 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
however request Govt to
to reconsider the subject,
after the repeated acts of
dishonesty and breach of
order established against
Velumailu, he is a fit
person to remain in the

Sept

Department, whether his
superiors ~~affairs~~ ^{properly} can continue
to have confidence in him,
and whether it is not
necessary to the discipline
of the Dept. and for ^{an example}
to others, that he
should be dismissed from
it.

10. The Chief Engr's
attention is requested to
the arrangements speci-
fied above in para 2,
which seem to be at
variance with those approved
by Govt. in their order of 18th
Augt 1857. No 1547 respecting the
executive distribution of the District.

11. The Govt must ob-
serve lastly, that the
proceedings of the Ma-
gistrate appear to have
been extraordinary even
on his own showing. He
committed Velumailu &
the others for "participation",
and the man with whom
they were thus charged to
have

have "participated"
was Rangachari, yet
he acquitted and re-
leased this latter. He
appears also to have ex-
amined Velumailu &
the others as witnesses;
and then to have
made them prisoners
and sent up their de-
positions as evidence
against them without
any fresh proceedings.
The Court of Tanjore
Sudat has already
declared that in send-
ing Velumailu & the
others for trial at all,
the Magistrate exceeded
his jurisdiction. This
agrees with the views
^{expressed} enunciated by Govt.
in connection with a
recent similar case
in Tanjore. It is evi-
dent, as there remarked,
that

24 October 1854.
Nr. 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-
ments would be impossible.

J.A.

10 Copies

To the Chief Engineer Dist. 21st

1st Magd of Engineering

1st Government President

Public Works 1859 Depart.
Pro: of Govt 20th Nov.

No 2703.

Pro: of the Madras Govt.
21st 19th Nov/59.

From Clement Dale Esq^r Govt
Plader - Sudr Vd^r 28th Dec/59
C. N^o 3238 in Pro 3rd Dec/59
From Chief Eng 28/10th Jan/60
(N^o 175 - Pro. 10 Feb/60) 77-78.

Issuing orders on the
conduct of certain servants
of P. W. D. in the transactions
connected with the repair
of Venarayam, sluice
near Palaveram in
Chingleput.

N^o 130 at 134.

Mis. Pro. N^o 76 of May/60.

From the Chief Eng 21st May
1860 C. N^o 1251 in Pro 21st May N^o 1135

c 12 November 1871