

(1) Number of pages 12(2) Date of repair (3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 2479	Press Mis.
338-40	
Dated 14 8	1867.

Not to be folded or roughly handled

C.R.

22-11-33

*Proceedings of the Madras Government, Public Works Department,
14th August 1867.*

Read the following papers:—

No. 338. From the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary, 16th July 1867, No. 1,098.

1. With reference to G. O. No. 1,764, of the 12th ultimo, communicating, for my information and guidance, a letter from the Officiating Government Pleader, I have the honor to point out that, in paragraph 2 of my letter No. 368 of 6th May 1867, I said I could not state the amount of loss to Government, as I had reason to believe Baupiah had been systematically cheating for some time past.

2. The Bond is drawn up agreeably to the printed Memorandum of Agreement sent up some years ago for our guidance. According to my reading of the Bond, and which I believe is the reading taken by every member of the Department, including the parties drawing up the same, if the Overseer commits an act the damages arising from which cannot be estimated, then the money placed in deposit shall be forfeited. If this reading is wrong, I would beg to suggest that the form of Agreement be altered, as in cases similar to the one under reference it is impossible to estimate the amount of loss.

3. A printed copy of the Memorandum of Agreement is forwarded, in order to facilitate reference, which I beg may be returned when no longer required.

Referred to the Acting Government Pleader for his opinion.

(Signed) J. H. M. SHAW STEWART, Major, R. E.,

23rd July 1867.

Under Secretary to Government.

No. 339. From the Officiating Government Pleader, to the Under Secretary to Government, Public Works Department, dated Madras, 5th August 1867, No. 120.

1. I have the honor to return herewith the letter from the Superintending Engineer, 3rd Division, noted in the margin, relating to the frauds committed by D. Baupiah Punthooloo, late an Overseer in the Bellary District, and the enforcement of his Security Agreement to the full extent of the money therein stated to have been deposited by him as security; which, with the enclosure which accompanied it, and herewith also returned, was referred to me for my opinion on the 23rd July last.

2. With reference to the 2nd paragraph of the letter above noted, I have the honor to advise that the clause in the form of Agreement which accompanied it, relating to breach or neglect or absence of or from duty, &c., the damages arising from which cannot be estimated by the amount of pecuniary loss, does not apply to, and cannot be enforced in, a case like that of D. Baupiah Punthooloo, where the offence committed is that of criminal misappropriation or breach of trust or theft in respect of money or property, the values of which, from their very nature, are susceptible of being estimated and ascertained.

3. I have, therefore, the honor to adhere to the opinion expressed in paragraphs 2 and 3 of my letter on this subject, to the address of Colonel C. A. Orr, R. E.,

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A printed copy of the Memorandum

*Proceedings of the Madras Government, Public Works Department,
14th August 1867.*

the Secretary to the Government, Public Works Department, dated the 4th June 1867, No. 101. Until the Superintending Engineer or the Government is called upon to refund to D. Baupiah Punthooloo the amount of money deposited by him as security, there does not seem to be any reason for handing over any portion of it to him; and, in the meantime, the full extent of his cheatings ought to be ascertained from examination of the accounts and otherwise. But, if he does apply for the refund, I am quite clear that he is entitled to any balance that may remain of it, after deducting the amount ascertained or ascertainable as the pecuniary loss, which the Government has sustained by reason of his wrongful acts.

4. With reference to the concluding paragraph of the letter above noted, I am of opinion that there is no necessity for any alteration in the form of Agreement which accompanied that letter. That form fully provides against all pecuniary loss to the Government. It is for the Government Officers to take proper steps to ascertain the extent of that loss.

No. 340.

ORDER THEREON, 14th August 1867, No. 2,479.

ESTABLISHMENT, No. 42.

Ordered that a copy of the Acting Government Pleader's letter above recorded be communicated to the Super-

intending Engineer of the 3rd Division for his information and guidance.

(True Extract.)

(Signed) J. H. M. SHAW STEWART, Major, R. E.,
Under Secretary to Government.

To the Superintending Engineer, 3rd Division, with one Enclosure.
,, Government Pleader.

Exd. S. T. Augustin.

No. 1098.

From

*The Superintending Engineer
3rd Division*

*To The Secretary to Government
Public Works Department*

Sir,

*With reference to G. O. No. 1764 of
the 12th ultimo communicating, for my infor-
mation and guidance, a letter from the officiating
Government Pleader, I have the honor to point
out that, in Para 2 of my letter No. 368 of 6th May
1867, I said I could not state the amount of loss to
Government, as I had reason to believe Baupiah had
been systematically cheating for some time past.*

*2 The bond is drawn up agreeably to the
printed Memorandum of Agreement sent up
some years ago for our guidance. According to
my reading of the Bond, and which I believe
is the reading taken by every member of the
Department including the parties drawing up
the same, if the Overseer commits an act the
damages arising from which cannot be estimated,
then the money placed in deposit shall be
forfeited. If this reading is wrong, I would beg
to suggest that the form of Agreement be altered
as in cases similar to the one under reference,
it is impossible to estimate the amount of
loss.*

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*A printed copy of the Memorandum
of*

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Ch. 338

others of the block.

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Referred to the
Ag Government Pleader
for his opinion -

Wendell
Marion - de

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1. I have the honor to return herewith the letter from the Superintending Engineer 3rd Division noted in the margin, relating to the frauds committed by H. Banpiala Puntchoolo, late an Overseer in the Bellary District, and the enforcement of his Security Agreement to the full extent of the money therein stated to have been deposited by him as security; which with the enclosure which accompanied it and herewith also returned, was referred to me for my opinion on the 23rd July last.
2. With reference to the 2nd para of the letter above noted, I have the honor to advise that the clause in the form of Agreement which accompanied it relating to breach or neglect or absence of or from duty

2-12-1
duty &c, the damages arising from which cannot be estimated by the amount of pecuniary loss, does not apply to and cannot be enforced in a case like that of N. Banpiah Puntthooloo, where the offence committed is that of criminal misappropriation or breach of trust or theft in respect of money or property, the values of which from their very nature are susceptible of being estimated and ascertained.

3. I have, therefore, the honor to adhere to the opinion expressed in paras 2 and 3 of my letter on this subject to the address of Colonel C. A. Orr. R. E, the Secretary to the Government Public Works Department dated the 11th June 1867 at 101.

Until the Superintending Engineer or the Government is called upon to refund to N. Banpiah Puntthooloo the amount of money deposited by him as security, there does not seem to be any reason for handing over any portion of it to him, and, in the meantime, the full extent of his cheatings ought to be ascertained from examination of the accounts and otherwise. But, if he does apply for the refund, I am quite clear that he is entitled to any balance that may remain of it, after deducting the amount

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amount ascertained or ascertainable as the pecuniary loss, which the Government has sustained by reason of his wrongful acts.

4. With reference to the concluding para of the letter above noted, I am of opinion that there is no necessity for any alteration in the form of Agreement which accompanied that letter. That form fully provides against all pecuniary loss to the Government. It is for the Government Officers to take proper steps to ascertain the extent of that loss.

I have the honor to be,

Sir,

Your Obedient Servant,

J. J. M. M. M. M. M.

Off^r Govt Pleader

P. W. 1867 Dept
Princ of Govt. for August
No. 2943

From
The Offg. Govt. Pleader
Madras
No. 120

Dated 25 { Aug/67
Recd 6 {

Encls. 2 ✓
No. 2479. 14th Aug/67.
Returning letter from the
Suptg Engr 3rd Dn with
his opinion on D Ban-
miah's liability to forfeit
the amt. of his security on
account of frauds committed
by him in the Bellary Dn.

No. 339

c-9 Aug/67 No. 125

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W. H. 11-

Public Works Department.
No. 2479
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PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 14th Aug/67

Read the following

From the Suptg Engineer of the Dn
From the Offg Govt. Pleader

Here enter No. 120 dated 5th Aug/67
Mercur 28/10/82/16 July 1867.

Ordered that a
copy of the Noting
Government Pleader's
letter above recorded
be communicated to
the Superintending En-
gineer of the 3rd Dn
for his information
and guidance.

To.
The S. Engr 3rd Dn with the
Govt Pleader.

Recd 15/8/67

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P. W. 1867. Department.

Pro. of Govt. for August
No. 2499

PROCEEDINGS OF GOVERNMENT. of Madras

Dated 14th August 1867

Communicating to the
Sup. Engrs. of the 3^d. Division
the letter from the Govt. Pleader
on the subject of refunding the
Security money of O. Panjiah
Panthorla late a Talukdar
in the Bellary District

No. 338 (3) 340

c. 400000 16702.125