M.R.O. 1—10,006—28-2-50.

(1) Number of pages

(2) Date of repair

(3) Initials of the Referencer

MADRAS RECORD OFFICE

Government of Madras

Public works DEPARTMENT

G.O. No. / ~~B.P. No.~~ 184, to 140	2234	Press / ~~Mis.~~
Dated	10.9.	1873

Not to be folded or roughly handled

Read the following letters:—

No. 134.	From the District Engineer, Kurnool, dated				7th March 1873,	No.	206.
No. 135.	Do.	do.	do.	,,	7th March	,,	,,	206.
No. 136.	Do.	do.	do.	,,	4th April	,,	,,	9.
No. 137.	Do.	do.	do.	,,	16th May	,,	,,	173.
No. 138.	Do.	do.	do.	,,	28th May	,,	,,	225.
No. 139.	Do.	do.	do.	,,	14th August	,,	,,	468.

No. 140. ORDER THEREON, 10th September 1873, No. 2,234.

ESTABLISHMENT, No. 10.

THE charges brought by the Second Accountant of the Cumbum Range against his Range Officer, Mr. Supervisor Crowe, may be dealt with under two separate heads, viz.:—

1*st.*—The transactions connected with the payment of Rupees 1,994-13-1 for work on the Cuddapah Road to Contractor Aroonagiri Auchari in July 1872.

2*nd.*—The six payments aggregating Rupees 784-6-5 made on 25th and 28th October 1872.

2. The first charge is supported by correspondence which certainly does prove that Mr. Crowe, within fourteen days of joining his range, the first that he ever had held, of the language of which he was totally ignorant, made the following payments for work purporting to have been done two seasons before, viz.:—

				Rs.	A.	P.
203¾	Cubic yards side-channels earthwork, at 2 Annas	...	=	25	7	4
860	Do. rock cutting, at Rupees 1	...	=	860	0	0
142	Do. in hard gravel, at Annas 4	...	=	35	8	0
960	Squares metalling spread, at Rupees 1	...	=	960	0	0
82½	Do. heaps, at Annas 12	...	=	61	12	0
156¼	Cubic yards gravel in heaps, at Annas 5½ ...	...	=	52	1	9
				1,994	13	1

And this notwithstanding that the correspondence, then in his hands, showed, on Mr. Sub-Engineer Hudson's report backed by the Superintending Engineer's endorsements, that there were no side-channels but in easy soil at Annas 2 per cubic yard, or a higher rate than Annas 2 per cubic yard for gravel in heaps; and repudiated all liability for metalling, as thoroughly bad, and not costing the Contractor Annas 3 a cubic yard, instead of nearly Rupees 2, the rate paid by Mr. Crowe. Admitting, therefore, the correctness of the measurement which the District Engineer allows to have been taken by Mr. Crowe [illegible] occasion and the charge of Annas 8 per cubic yard for metalling, which the District Engineer seems inclined to pass, payments to the following extent only would appear to have been justifiable, viz.:—

				Rs.	A.	P.
1,205¾	Cubic yards of side-channels, at Annas 2	...	=	150	11	4
1,042½	Squares metalling, at ,, 4	...	=	260	9	4
156¼	Cubic yards gravel, at ,, 2	...	=	19	8	8
				430	13	4

leaving an over-payment of Rupees 1,564, on the most favourable interpretation of the correspondence by which Mr. Crowe should have been guided. And this is apparently increased by Rupees 250, a former payment by Mr. Sub-Engineer Hudson, which does not appear to have been taken into account by Mr. Crowe.

4. His apology for taking upon himself the responsibility of such a heavy payment on first starting in his new charge, is the Superintending Engineer's memorandum of the 30th August 1871, ordering Mr. Hudson to pay the man up and obtain from him an acquittance in full of all payments, "disposing of the whole case *himself* at an early date before proceeding on the leave which had been applied for on his account." Also a second memorandum, No. 1,655, of 30th November 1871, calling for report of the steps that had been taken, and for particulars of items allowed and disallowed. And, thirdly, the Superintending Engineer's endorsement of 23rd January 1872, on Mr. Hudson's report of 7th idem, to the effect that an early settlement of the matter should be come to. On all which orders no action appears to have been taken by Mr. Hudson beyond writing the report above mentioned, and further endorsing the Superintending Engineer's endorsement by a note that earthwork and gravel had alone to be paid for, and that the Contractor should send in his bill for the same to be checked by the Overseer and paid by Mr. Vardon, who relieved Mr. Hudson in February, retaining charge of his own range, and was in turn relieved by Mr. Crowe in July.

5. It is manifest that a great responsibility was assumed by Mr. Crowe in his settlement with the Contractor, who was doubtless heavily overpaid; but he would appear to have acted in good faith, though without good sense, in settling a matter which had been unjustifiably neglected by his predecessors for upwards of two years, in a manner unfortunately characteristic of the former 3rd Division. Mr. Sub-Engineer Hudson will now be called on to account for his neglect to carry out the repeated and positive orders of the Superintending Engineer, which has resulted in this considerable loss to Government.

6. Of the transactions to be dealt with under the second head, on which the District Engineer took all the evidence offered, it is observed that he does not doubt the truth of such evidence, and believes that none of the work paid for was ever done. That evidence was to the effect that men were paid who never took contracts on the works, from the sanctions for which they were paid; and that Mr. Crowe never took the measurements entered by him in the bills. But payments in each case appear to have been made by the Head Accountant, and by cheque, and there is not the slightest evidence that any portion of the money was [illegible] Mr. Crowe. All Contractors are stated by the District Engineer to [illegible]e been originally introduced by the Head Accountant. And yet he paid away [illegible]he cheques to men of whom be professed to have no knowledge, and who were [illegible]ot forthcoming when wanted to give evidence; and others to Iyasawmy Moodelliar, whose complicity with him is established by the former's letter to the Head Constable of Cumbum.

7. In his defence Mr. Crowe acknowledges as his fault that "in paying the sums claimed he acted with too great precipitation," (page 13.) But this is quite inconsistent with what follows in page 14, where he narrates how he tired of

the course of vigorous action that he adopted for the first few months during which he held the range, for want of personal support from the Superintending Engineer, and deliberately took to subsidizing Contractors by paying any claims brought before him. Unfortunately the fact of his paying such claims involved his certifying that he had actually measured up the works to which they related; and this he did not scruple to do, although in the instance of the Munteral Canama he had himself reported to the Superintending Engineer that he found no work whatever at the time and place to which his alleged measurement referred. The District Engineer has endeavoured to palliate such behaviour by stating that the signing of such certificates is very generally regarded in the department as a mere form. This statement is one which His Excellency the Governor in Council declines to credit, and he cannot accept such an excuse as freeing Mr. Crowe from the consequences of deliberately falsifying public documents in support of payments for work never executed. These consequences being dismissal from the public service from the end of the current month.

8. His Excellency the Governor in Council is not satisfied with the District Engineer's inaction in leaving the Overseers and Accountants under his orders to be dealt with by Government; he has the necessary powers to deal with them himself, and should be competent to do so from the knowledge of local affairs which he must have gained during his visit to the Cumbum Range; and the Government expect that he will in future accept the responsibilities of his post. Meanwhile they direct the immediate dismissal from the Government service of Head Range Accountant, Pulney Andy Pillay, as having been fully cognizant of the falsity of the Contractor's claims for which he made out the bills and gave away the cheques, without one word of remonstrance to the Range Officer, if he was not the actual instigator of these claims. He is moreover reported as quite incapable, the office records having at one time been allowed to get six months into arrears, and as utterly unmindful of, and wilfully disobedient to, the orders of the District Engineer himself.

9. It would appear to Government that the *rôle* of accuser was fixed upon the Second Accountant, Durgachellum Chetty, by the Head Accountant, and that the Contractor Iyasawmy's letter to the Head Constable of Cumbum seems to clear him in some measure from complicity in any conspiracy against his Range Officer. Durgachellum Chetty merits praise for bringing to notice dealings of the latter, which have been found to be very reprehensible, and he is stated to be intelligent and clever, but artful and given to plotting. He will be allowed a further trial to retrieve his credit in the Government service, but will be moved to another range. The new Range Officer, Mr. Bell, will understand that laxity in attendance [illegible] office, and transaction of official business and custody of official papers [illegible] must on no account be permitted; and he will certify to that effect to the District Engineer when sending in any quarterly returns.

10. His Excellency the Governor in Council regrets to receive so unsatisfactory a report of the two Taluq Overseers, Ramachendra Row and Mr. Carroll. Of the latter it is recorded that though a European he systematically thwarted [illegible] Officer, and of both that they were ignorant of their duties and unfit for t[illegible] And the District Engineer makes some general remarks as to such bein[illegible]

with all Overseers when first entertained. But if so, the Government remark, it is purely the fault of the Executive and Supervising Officers under whom they are placed that such defects should not be corrected in due time, everything having been done that could be devised and carried out for giving them such elementary knowledge of their work as can alone be expected of beginners in any department; it rests with those who employ them to develope their latent capacities, or get rid of them if hopelessly incapable. Such tolerance as would appear to be extended by the District Engineer of Kurnool to his subordinates in the matter of certificates, and to Accountants guilty of conduct such as he attributes to Pulney Andy, does not commend itself to Government as likely to have any effect in remedying the demoralized state into which the department has confessedly fallen in the districts composing the late 3rd Division.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineer, Kurnool.
,, Officiating Controller of Public Works Accounts.
,, Principal of the Civil Engineering College,
through the Director of Public Instruction.
,, Military Department.

All other Dt Engrs
Major Kennedy

Head Co...

7. In ...
sums claimed
quite inconsistin...

Copy of G.O. No 2234
of 18th Sept. must
certainly be sent to
Cuddapah District
for Mr Stedman —
and as forms of
810 are of general
application it will
better go to all Dis-
tricts — [illegible]

Paid Nesonte

No. 2234 Br. D. 1

Pro. of the Madras Govt

Read the following

From the Dt. Engr. Kurnool (H.E. No. 206 dy 7 March /73)
Do — Do — H.E. 208 dy — do —
Do — Do — (— 92 dy 4 April /73)
Do — Do — (— 173 dy 16 May /73)
Do — Do — (— 225 dy 28 — do —)
Do — Do — (— 468 dy 14 Aug /73)

See Vi Ulam
J. D.

The charges brought by the 2nd Accountant of the ~~Budwail~~ Cumbum Range, against his Range Officer Mr Supervisor Crowe may be dealt with under two separate heads viz:

1st The transactions connected with the payment of Rs 1794-13-1 for work on the [illegible] Road to contr[illegible] Aroonagiri Anchari in July 1872.

2nd The 6 payments aggregating Rs 784-6-5 made on 25th and 28th October 1872.

Papers I was directed to perform from Madras to the dealt with in connection with the draft on letter from Govt. of 5 Sept. 1872

The 1st charge is supported by correspondence which certainly does prove that Mr. Crowe within 14 days of joining his Range, the first that he ever had held, of the language of which he was totally ignorant made the following payments for work purporting to have been done two seasons before, viz:-

This should be avoided J.D.S.

Certainly - How came it about? [illegible]

			Rs. As. P
203 2/3 Cubic yards Side channels Earthwork at 2 as		=	25-7-4
860 — do —	Rock cutting	Rs 1 =	860-0-0
142 — do —	in hard gravel	as 4 =	35-8-0
960 squares metalling spread		Rs 1 =	960-0-0
82 1/3 — do —	heaps	as 12 =	61-12-0
156 1/3 Cubic yards gravel in heaps		as 5 1/3 =	52-1-9
		Rs —	1,994-13-1

And this [illegible] (while) that correspondence then in his hands, ignored on Mr. Sub Engineer Hudson's Report backed by the Supg Engineer's endorsements any side Channels but in easy soil at As 2 per Cubic yard or a higher rate than As 2 per Cubic yard for gravel in heaps, and repudiated all liability for metalling as thoroughly bad and not costing the Contractor Annas 3 a cubic yard instead of nearly Rupees 2 the rate

paid by Mr. Crowe.
Admitting therefore the
correctness of the mea-
surements, which the
District Engineer
allowed to have been
taken by Mr. Crowe
on this occasion, and
the charge of Rupees 8
per cubic yard for
metalling which the
District Engineer
seems inclined to pass
payments to the following
extent only would
appear to have been
justifiable, viz:-

	Rs. As. P
1205 2/5 Cubic yards of side Channels at As 2	= 150-11-4
1042 1/3 squares metalling	= 260-9-4
156 1/3 Cubic yards gravel	= 19-8-8
Rs	430-13-4

leaving an overpayment
of Rs 1564, on the most
favorable interpretation
of the correspondence by
which Mr. Crowe should
have been guided. And
this is apparently in-
creased by Rs 250, a
former payment by Mr.
Sub Engineer Hudson,
which does not appear
to have been taken into
account by Mr. Crowe.
His apology for
taking upon himself
the responsibility of such
a heavy payment on
first starting in his
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Supt Engineers terms:

of the 30th August 1871 ordering Mr Hudson to pay the man up and obtain from him an acquittance in full of all payments disposing of the whole case himself at an early date before proceedings the leave which had been applied for on the "account" Also at 2nd Memo: for 1655 of 30 November 1871 calling for report of the steps that had been taken, and for particulars of items allowed and disallowed and thirdly the Sup.g Engineers endorsement of 23rd January 1872 on Mr Hudsons report of

dem, to the effect that an early settlement of the matter should be come to. On all which orders no action appears to have been taken by Mr Hudson beyond writing the Report above mentioned and further endorsing the Superintending Engineers endorsement by a note that earthwork and gravel had alone to be paid for & that the Contractor should send in his Bill for the same to be checked by the Overseer and

and paid by Mr. Vardon, who relieved Mr. Hudson in February, retaining charge of his own Range, and was in turn relieved by Mr. Crowe in July.

It is manifest that a great responsibility to ~~[illegible]~~ least was ~~made~~ by Mr. Crowe in his settlement with the Contractor, who was doubtless heavily overpaid; but he would appear to have acted in good faith, though without good sense, in settling a matter which had been unjustifiably scandalously neglected by

I really can come to no other conclusion than that Mr. Crowe's services should be dispensed with. For a man of mature age to pay in this whole sale fashion for work which his predecessor had condemned — is, in my judgment — incompatible with honesty.

J. D. S.

I think he should be called upon for his defence & punished at once in some suitable way.

J. D. S.

Mr. Sub Engineer Hudson will now be called on to account for his neglect to carry out the repeated & positive orders of the S. E. which has resulted in this considerable loss to Govt.

by his predecessors for upwards of two years in a manner unfortunately characteristic of the former 3d Division.

This neglect will now be recorded against Mr. Sub Engineer Hudson and form matter for consideration with reference to his future employment in the Department.

Of the transactions to be dealt with under the second head, on which the District Engineer took all the evidence offered it is observed that he does

not doubt the truth of such evidence ~~what was offered~~ and believes that none of the work paid for was over done. That evidence was to the effect that men were paid who never took contracts on the works, from the sanctions for which they were paid; and that Mr. Crowe never took the measurements entered by him in the Bills. But payments in each case appear to have been made by the Head Accountant and by cheque, and there is not the slightest

evidence that any portion of the money was received by Mr. Crowe. All contractors are stated by the District Engineer to have been originally introduced by the Head Accountant. And yet he paid away some cheques to men of whom he professed to have no knowledge, and who were not forthcoming when wanted to give evidence. And others to Izasaw my Moodelliar, whose complicity with him is established

by the former's letter to the Head Constable of Cumbum.

In his defence Mr Crowe acknowledges as his fault that in "paying the sums claimed, he acted with "too great precipitation" (page 13) - But this is quite inconsistent with what follows in page 14 where he narrates how he tired of the course of vigorous action that he adopted for the first few months during which he held the Range, for want of personal support from the Supg Engineer, and

This, I think, is enough to condemn him - And the man who got the money seem to have vanished!

J. D. S

and deliberately took to subsidizing Contractors by paying any claims brought before him - Unfortunately the fact of his paying such claims involved his certifying that he had actually measured up the works which they related, and this he did not scruple to do although in the instance of the Munteral Canama he had himself reported to the Supg Engineer that he found no work whatever at the time and place to which his alleged

What can be worse than this - he not merely certifies that he made measurements which he never made but certifies certifies work to have been

measurement referred -
The District Engineer
has endeavoured to pal-
-liate such behaviour
by stating that the signing
of such certificates is very
generally regarded in
the Department as a
mere form - This state-
-ment is one which,
in the absence of proof;
His Excellency the Governor
in Council declines to cre-
-dit, and he cannot
accept such an excuse
as freeing Mr. Crowe
from the consequences
of deliberately falsifying
public documents in
support of payments
for work never executed.

been done, of
which he could
find no trace!

J. D. S.

If so, the Trouvé
is Memoire regarded
the better - & to that
end, it is the hope
the action of Gilbert
this case will be
well known throughout
the service

[illegible]

These cons[illegible]
[illegible]
from the [illegible]
[illegible]
[illegible]
[illegible]

I think he
should be dis-
charged from the
DPW. It is im-
possible to trust
him again - A
man who can
certify that he
measured a work
which he says did
not exist - and
pay for it accordingly
cannot be honest
or upright.

J. D. S.

I agree - It seems
to me a case in which
nothing short of
dismissal ~~[illegible]~~
is required.

His degradation
therefore to the rank of
Overseer of the 1st grade
will appropriately meet
the circumstances of
the case, together with
an indefinite post-
-ponement of his fu-
-ture claims to Warrant
Rank - Pecuniarily
he will not suffer
for the present; a con-
-cession warranted
by the extenuating
fact of the difficult
position into which
he found himself
thrust soon after at-
-taining the rank

of Supervisor. His present
position will be mate-
rially different, as in
subordinate charge of a
Taluk, from that of a
Range Officer; and he
can expect no promo-
tion of any kind until
reported as thoroughly
competent and trust-
worthy.

His Excellency the
Governor in Council
is not satisfied with
the District Engineer's
method of leaving
the Overseers and Ac-
countants under his
orders to be dealt with
by Government; he
has the necessary powers
to

to deal with them himself
and should he compe-
tent to do so from the
knowledge of local af-
fairs which he must
have gained during his
visit to the Coimbatore
Range; and the Govt.
expect that he will
in future accept the
responsibilities of his
post. Meanwhile they
direct the immediate
dismissal from the
Govt service of Head
Ranger Accountant
Puthoyandy Pillaya
having been fully cog-
nizant of the falsity
of the Contractor's claims
for which he made

J. Circar.

I & L.

out the Bills and gave away the cheques, without one word of remonstrance to the Range Officer, if he was not the actual instigator of these claims. He is moreover reported as quite incapable the Office Records having at one time been allowed to get 6 months into arrears; and as utterly unmindful of and wilfully disobedient to the orders of the District Engineer himself.

It would appear to Govt. that the role of accuser was fixed upon the 2nd Accountant, Durgachellum Chetty by the Head Accountant,

and that the Contractor Iyasawmy's letter to the Head Constable of Cumbum seems to clear him in some measure from complicity in any conspiracy against his Range officer - He can merit praise not be blamed for bringing to notice dealings of the latter which have been found to be very reprehensible [and he has refrained from making up evidence to bear out presumptions of Mr. Crowe's being given to peculation, which not unnaturally arose

Better omit the. I think -
[illegible]

from such dealings.
He is stated to be in-
-telligent and clever
and will be given
another trial to retrieve
his credit in the Govt
service; But the new
Range Officer Mr Bell
will understand that
laxity in attendance
at office, and trans-
-action of official
business and custody
of official papers
out of office, must
on no account be
permitted; and he
will certify to that
effect to the District
Engineer

Would it not be better to put him in another range
J.D.S.

What is the precise extent to which he has misconducted himself? Has should be specified.
See Cd. Francis Letter.

11

Engineer when sending
in any quarterly returns.
His Excellency the
Governor in Council
regrets to receive so
unsatisfactory a
report of the two Ta-
-look Overseers Rama-
-chendra Row and
Mr Carroll. Of the
latter it is recorded
that though a Euro-
-peau he systemati-
-cally thwarted his Range
officer, and of both that
they were ignorant of
their duties and unfit for
their posts. And the
District Engineer

makes some general re-
-marks as to such being
the case with all Overseers
when first entertained.
But if so, the Government
remark, it is purely the
fault of the Executive
and Supervising Officers
under whom they are
placed that such defects
should not be corrected
in due time, everything
having been done that
could be devised and
carried out for giving
them such elementary
knowledge of their work
as can alone be expected
of beginners in any
Department; it rests

with those who employ
them to develope their
latent capacities, or
get rid of them if
hopelessly incapable.
Such tolerance as would
appear to be extended
by the District En-
-gineer of Kurnool
to his Subordinates
in the matter of cer-
-tificates, and to Ac-
-countants guilty of
conduct such as he
attributes to Pulney
Andy, does not com-
-mend itself to Govt.
as likely to have any
effect in remedying

the demoralized state into which the Departt has confessedly fallen in the Districts composing the late 3rd Division.

~~Mr Crowe will remain attached to the Kurnool District.~~

GWW

Sergent Crowe

PWG O No 2234 of 73

No 134 - 140 -

To the Dt Engrs Kurnool Cuttack
Pt of the Civ. Engrs Cttee
thru the Dr. of P. Ins.
Mil Deptt
All other Dt Engrs
Major Kennedy
Sergt Crowe [illegible] 17/8/73
[illegible] S. C. to all

188

Nos 4565, 3280, 3027, 2277, 1567 & 1565

Govt. of {1873} Madras.

PUBLIC WORKS.

To The District Engr Kurnool

Dated — C No 5588

Recd. — " — C No 6005 Encl.

G. O., 10th Sept 1873, No. 2234.

134 @ 13 9 & 140