

(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.	49	Press
96-94.		Mis.
Dated	8-1-	1873.

Not to be folded or roughly handled

No. 96. Read the following endorsement of the Chief Engineer for Irrigation, dated Fort St. George, 2nd December 1872, No. 59:—

From the Government Examiner of Railway Accounts, to the Acting Chief Engineer for Irrigation, dated Madras, 2nd November 1872, No. 44.

I HAVE the honour to submit the following circumstances for your consideration and decision.

2. When Mr. Badham, then Chief Accountant of the Irrigation and Canal Company, some time at the end of last year examined the Pennair Division cash chest he found therein a sum less by Rupees 131-14-8 than the correct cash balance.

3. On examination of the books this deficiency was found to consist of the difference between the various balances detailed on the debit side of the accompanying statement and those on the credit side.

4. Items Nos. 1 and 5 and Rupees 14-4-0 of Item No. 3, being supported by proper vouchers, were subsequently passed, and decreased the deficiency, leaving Item No. 2, Rupees 10 in Item No. 3, Items Nos. 4, 6, and 7, aggregating Rupees 127-11-2, to be disposed of.

5. Of these items No. 2 and the Rupees 10 in No. 3, and No. 7 were clerical errors, and not adjustable in any way but by simply correcting the account by a credit of the amount. Item No. 6 was an over-payment to a contractor and irrecoverable. The remaining item No. 4 for Rupees 114-1-0 requires explanation separately.

6. This sum was the amount paid to Mr. Hutchins by Mr. Cox (since dead) as travelling allowance in advance. When the bill for this amount was forwarded to the head office, some time early in 1870, Mr. Badham saw that the amount was greater than was allowed by the Company's rules, and returned it to Mr. Higginson, who then had charge of the division, requesting him to recover the over-payment from Mr. Hutchins. Before this could be done Mr. Badham went home on leave. Mr. Higginson never made the recovery, and Mr. Hutchins left the Company's service, and subsequently Mr. Higginson did the same, handing over charge of the division to Mr. Knorpp, the Engineer at present in charge, but, as Mr. Knorpp states, without informing him that there was any objectionable item in his cash book, credit for which had been denied by the head office.

7. When Mr. Badham returned to India this matter never recurred to him, and he imagined that the instructions issued before he left had been carried out, until he discovered this deficiency in the cash balance, when he found that no attention whatever had been paid to the matter of Mr. Hutchins' over-drawn travelling allowance.

8. The bill for this allowance was placed before me, together with a statement of the deficiency, and upon examination of it I found that only Rupees 80-9-0 was allowable under the rules, and Rupees 23-8-0 not allowable. I accordingly passed Rupees 80-9-0 to be charged off, and disallowed Rupees 33-8-0.

9. The point then arose, if this money was retrenched who was to be called upon to pay it? I then examined the various returns of the Pennair Division, and found that they were signed continuously by Mr. Knorpp after taking over from

5. I know of no such correspondence, and as the late Agent was, as you are aware, very strong upon the point of the responsibility of Engineers, I cannot bring myself to believe that that officer ever expressed himself as Mr. Knorrp states (and I dare say believes) he did.

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6. I would gladly have held Mr. Knorpp's letter over in order that that gentleman might re-consider it, but the correspondence has already dragged on for a long time, and further delay is undesirable, and as the Chief Engineer has sent me the letter without objection, it seems to come almost with the stamp of that officer's authority.

7. Moreover, Mr. Knorpp's repudiation of responsibility involves considerations of a very serious character. For years you, on behalf of the Government, have accepted the divisional documents as signed and apparently accepted by the Engineers as *vouchers* for the Company's accounts, but it now appears, if Mr. Knorpp's doctrine be accepted, that in his case at least those documents, instead of being reliable and valid vouchers, are of no more value than so much waste paper; that the signature that gentleman has attached to them was a mere form, signifying nothing, and that your audit, whenever it has resulted in an alteration in the account as rendered by Mr. Knorpp, has been entirely ignored. I need hardly say that the Company, who are desirous to carry out the provisions of the contract and to aid the views of the Government in respect of your audit in a fair and equitable spirit, are not, and will not be, parties to such a state of things as this.

8. The Company, it is true, have no special rule on this subject, but it is an obvious truism that every man is responsible for that which he puts his name to, and a rule is not necessary to make this clear.

9. I presume the Government would not be satisfied to accept the Company's accounts, even under the signature of the Company's representative, unless the documents upon which those accounts are based are reliable as vouchers, and this they cannot be if the officers who sign them ignore all responsibility and, to use Mr. Knorpp's own words, actually enter "a protest against their contents."

10. It is in this view chiefly that I place Mr. Knorpp's letter in your hands.

From C. B. KNORPP, Esq., Conservancy Engineer, to the Chief Engineer, Madras Irrigation and Canal Company, dated Iyaloor, 5th October 1872, No. 57-A.

Pennair Cash Balance.

In continuation of my former letter on this subject, and with reference to Acting Manager's Nos. 397 and 398 of 21st September, I have the honour to repeat that I have not accepted Agent's balance as the correct balance of the division. I have monthly certified in the divisional cash balance sheet for such cash only as I have received, and it will be found that this does not include the sum in dispute, because it was never received by me.

2. The "corrected balance sheet," to which the Acting Manager refers in his letter, 398, I take to be the form C. prepared in the Agent's Office. This form is sent to me for signature from one, two, or three months after the time, for which it represents to be a balance of cash accounts and is duly signed by me.

3. It is probable that the Government Examiner has been misled—on seeing my signature to this form C.—to assume that I had "accepted the balance of it without remark," and I am greatly surprised that the Acting Manager has not been able to explain to him that no "liability" attaches to me on that ground, but, on the contrary, falls into the same misconception in regarding my signature of form C. as an acceptance of its contents. When the present system of accounts was introduced, I wrote to the late Agent pointing out that the forms prepared in the Agent's Office, instancing forms II II, did not agree with the Divisional records, and that therefore I could not sign them. The reply I received was in substance: that these forms, prepared in the Agent's Office, were correct; that I must sign them *departmentally*, but that thereby I did not incur any liability on account of their contents. On this condition I have signed all the forms prepared in the Agent's Office, but, as I knew from experience that they did not agree with the divisional records, I have always written an "E. E." between the totals of these forms and my signature as a protest against their contents.

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4. The correspondence on this subject must be in the Acting Manager's Office, and copies of my original letters thereon will be found in the Hindry Office.

5. I trust it will be now apparent that neither "for a mere error of judgment or an oversight," as assumed by the Acting Manager, nor on account of having "neglected my duties," as assumed by the Government Examiner, do I deserve to be "visited with a pecuniary penalty."

6. In conclusion, I beg to state that I have no objection to have the last paragraph of my letter expunged, because the Acting Manager has now clearly shown that the actionable word defrauded cannot possibly apply to Mr. Higgenson.

SUBMITTED to Government with a recommendation that the proposals of the Examiner of Railway Accounts for the adjustment of the items above referred to be sanctioned. With reference to the over-payment by his predecessor, the responsibility of which is repudiated by Mr. Knorpp, the Chief Engineer for Irrigation considers that that officer's views as to the degree of responsibility attaching to the signature of a document similar to that in question are quite untenable, and that the Agent and the Examiner of Railway Accounts have rightly defined Mr. Knorpp's liability. Looking, however, to the fact that the primary responsibility did not rest with Mr. Knorpp and to the lapse of time that has occurred, the Chief Engineer recommends that the charges be passed.

(Signed) C. J. SMITH, Captain, R.E.,
for Chief Engineer for Irrigation.

No. 97. ORDER THEREON, 8th January 1873, No. 49.

IRRIGATION, No. 10.

UNDER the circumstances stated by the Chief Engineer for Irrigation His Excellency the Governor in Council resolves to authorize the Examiner of the Madras Irrigation and Canal Company's Accounts to pass the sum of Rupees 33-8-0 which has been paid to an Engineer of the Company in excess of the amount admissible under the Travelling Allowance Rules. The credit balance of Rupees 13-4-6 in the accounts of the Pennair Division may be added to the Fine Fund as recommended by the Examiner.

2. His Excellency in Council observes that Mr. Knorpp's views are not held by the Company, neither are they admitted by Government.

(True Extract.)

(Signed) G. W. WALKER, Colonel, R.E.,

Secretary to Government.

To the Chief Engineer for Irrigation.

.. Agent and Manager of the Madras Irrigation and Canal Company.

" *E. E. in - En: H. E. for En: H. E.*

En: S. T. Austin.

Rukhs

Public Works Department

Public Works Department

Proceedings of the Madras Government

Read the following

From The Chief Engineer for Irrigation. } H.E. No. 59 dated 2nd Decr/72

Under the circumstances stated by the Chief Engineer for Irrigation His Excellency the Governor in Council resolves to authorize the Examiners of the M. S. C. Company's accounts to pass the sum of Rs 33-8-0 which has been paid to an Engineer of the Company in excess of the amount admissible under the travelling allowance rules. The credit balance of

Rupees

13.4.6 in the accounts
of the Peninsular Division
may be added to the
Sine Fund as recom-
mended by the Examiners.

His Excellency in
Council observes that
Mr. Knopp's views
are not held by the
Company. neither are
they admitted by
Government.

G.M.S.

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To the Chief Secy for Imp. & Gen. Affairs
4 " Agent & Secy for M. S. & C. Co.
" Secy of the Govt. of C. Co.
Decr 11/1/73.

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3.
Govt. of Madras.
PUBLIC WORKS.

To
The Chief Engineer for
Irrigation

Dated

Recd.

Encl.

G. O. 8th Jan'y 1879.

Nos.

96-97

Madras. S. G. O. The Ex-
aminer of the Mr. S. G. O.'s
Accts. authorized to pay
~~the~~ sum of Rs. 33-8-0
paid to an Inspector of the
S. G. O. in ex-cep. of the amount
admissible under the
travelling allowance
rules.